



CITY OF TAMARAC
NOTICE OF WORKSHOP MEETING
CITY COMMISSION OF TAMARAC, FL
City Hall - Conference Room 105
April 10, 2017

CALL TO ORDER:

9:30 a.m.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Vice Mayor Debra Placko

1. Presentation on Crime Mapping

Presentation on Crime Mapping - ***BSO Captain Neal Glassman and Crime Analyst Tony Florian***

2. TR12908 - FEMA Grant: Water Treatment Plant

Item No. 6 (b) on the Consent Agenda. (TR12908) A Resolution of the City Commission of the City of Tamarac, Florida accepting a grant award in the amount of \$250,000 from the Federal Emergency Management Agency (FEMA) through the Florida Division of Emergency Management; authorizing the appropriate city officials to execute a project agreement between the Florida Division of Emergency Management and the City of Tamarac for grant funding in the amount of \$250,000 with a \$1,250,000 match in local funds for the water treatment plant control room project; providing for acceptance of the award and execution of documents; providing for conflicts; providing for severability; and providing for an effective date. - ***Public Services Director Jack Strain and Grants Administrator Michael Gresek***

Commission District(s): District 2

3. TO2354 - 1st Budget Amendment

Item No. 8 (a) on Ordinance(s) First Reading. (TO2354) An Ordinance of the City Commission of the City of Tamarac, Florida, amending Ordinance 2016-14, which adopted the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial Policies for the Fiscal Year 2017, by increasing the total revenues and expenditures by a total of \$33,451,597 as detailed in attachment A attached hereto and summarized in attachment B; providing for conflicts; providing for severability; providing for an effective date. - ***Financial Services Director Mark Mason***

Commission District(s): Citywide

4. TR12917 - Colony West Clubhouse - Construction Contract

Item No. 7 (a) on the Regular Agenda. (TR12917) A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to execute that certain construction contract between AD1 Management Inc., and the City of Tamarac, attached hereto as Exhibit "1", for the construction of the new Colony West Clubhouse facility located at 6800 NW 88th Avenue to include property commonly referred to as Cypress Walk Terrace, being more particularly described

in Exhibit "A-1", attached hereto and incorporated herein; authorizing an appropriation and expenditure of seven million four hundred and five thousand (\$7,405,000.00) dollars; authorizing the City Manager to approve non-monetary amendments to the construction contract; authorizing the City Manager or designee to approve line item change orders within the approved budget; providing for conflicts; providing for severability; and providing an effective date. - **Financial Services Director Mark Mason and Public Services Director Jack Strain**

Commission District(s): District 2

5. TO2356 - General Employees Pension Plan Amendments

Item No. 8 (b) on Ordinances First Reading. (TO2356) An Ordinance of the City Commission of the City of Tamarac, Florida; amending Chapter 16, Pension and Retirement, Article III, Employees' Pension Plan, providing for eligibility of DROP participation for certain members of the Elected and Appointed Officers and Non-Represented employees retirement plan; providing for severability; providing for codification and providing for an effective date. - **Human Resources Director Maria Swanson**

6. TO2357 - Non-Rep Pension Plan amendment

Item No. 8 (c) on Ordinances - First Reading. (TO2357) An Ordinance of the City Commission of the City of Tamarac, Florida; amending Chapter 16, Pension and Retirement, Article IX, Elected and Appointed Officers and Non-Represented Employees Retirement Plan, providing for eligibility of certain members of the Elected and Appointed Officers and Non-Represented Employees Retirement Plan to participate in the Employees Pension Plan DROP, providing for a savings clause; providing for severability; providing for codification and providing for an effective date. - **Human Resources Director Maria Swanson**

7. Discussion - Selection of Director, Alternate and Second Alternate to Broward League of Cities

Discussion - Selection of Director, Alternate and Second Alternate to Broward League of Cities - **City Clerk Patricia Teufel**

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

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

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



Patricia Teufel, CMC
City Clerk



Title - 9:30 a.m.

9:30 a.m.



Title - Vice Mayor Debra Placko

Vice Mayor Debra Placko



Title - Presentation on Crime Mapping

Presentation on Crime Mapping - ***BSO Captain Neal Glassman and Crime Analyst Tony Florian***



Title - TR12908 - FEMA Grant: Water Treatment Plant

Item No. 6 (b) on the Consent Agenda. (TR12908) A Resolution of the City Commission of the City of Tamarac, Florida accepting a grant award in the amount of \$250,000 from the Federal Emergency Management Agency (FEMA) through the Florida Division of Emergency Management; authorizing the appropriate city officials to execute a project agreement between the Florida Division of Emergency Management and the City of Tamarac for grant funding in the amount of \$250,000 with a \$1,250,000 match in local funds for the water treatment plant control room project; providing for acceptance of the award and execution of documents; providing for conflicts; providing for severability; and providing for an effective date. - ***Public Services Director Jack Strain and Grants Administrator Michael Gresek***

Commission District(s):

District 2

ATTACHMENTS:

	Description	Upload Date	Type
▣	TR # 12908 FEMA Grant: Water Treatment Plant Memo	3/23/2017	Cover Memo
▣	TR # 12908 FEMA Grant: Water Treatment Plant Reso	3/23/2017	Resolution
▣	TR # 12908 FEMA Grant: Water Treatment Plant Exhibit A	3/23/2017	Exhibit
▣	TR # 12908 FEMA Grant: Water Treatment Plant Exhibit B	3/23/2017	Exhibit

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

TO: Michael C. Cernech,
City Manager

DATE: March 21, 2017

THROUGH: Mark C. Mason, Director
Financial Services 

**RE: TR# 12908 Accepting and authorizing
the execution of a grant agreement
for federal PDM grant funds for the
Tamarac Water Treatment Plant
Control Room Project**

FROM:
Michael Gresek, 
Grants Administrator

Recommendation:

The Director of Financial Services recommends the above referenced item be placed on the agenda for the April 12, 2017 City Commission Meeting.

Issue:

The City of Tamarac received notice it was awarded a \$250,000 federal Pre-Disaster Mitigation (PDM) grant through FEMA (Federal Emergency Management Agency). The award will provide funds to help construct a new control room at the Tamarac Water Treatment Plant. The grant agreement is administered through FDEM (Florida Division of Emergency Management). As such, the award must be accepted and the agreement must be executed for funds to be available for reimbursement.

Background:

FEMA provides PDM program grants to municipalities through FDEM. The purpose of the program is to help reduce future losses before disaster strikes by mitigating disaster damage, reconstruction, repeat damage and the resulting expenses. Therefore, the program reduces overall risk to the population and structures from future hazard events, while also reducing reliance on Federal disaster funding in future disasters.

Accordingly, City staff pursued this grant opportunity to help fund the Water Treatment Plant Control Room project. The project will harden the first floor's former high service pump room and construct a new control room to include a laboratory testing area and a small break room.

Although Tamarac applied for funding in FY2015, the award process was highly competitive. FEMA also experienced multiple delays, resulting in our award being deferred until this year. For 2015, only \$28 million was funded out of \$78 million in requests from across the country. Tamarac is receiving the maximum award amount under the current program cycle at \$250,000.

The attached Resolution accepts the agreement and authorizes the appropriate City officials to execute necessary supplemental documents with FDEM. Copies of the notice of award and agreement are included in the attached Resolution as Exhibits A and B.

Fiscal Impact:

- **Award:** This PDM grant is provided by FEMA through FDEM in the amount of \$250,000
- **Project:** UT14K – SCADA Redundancy in Hardening of Water Treatment Plant Control Building
Project is included in the City's FY2016 Adopted CIP Budget in the amount of \$1,600,000
- **Match:** \$1,250,000 match is required and is available in the CIP Budget of the project
- **Type:** PDM is a reimbursement grant program
- **Term:** Once fully executed by both parties, the City will have through October 30, 2018 to spend the funds.

C: Jack Strain, James Moore, John Doherty, Alan Lam, Christine Cajuste, Jeff Streder, Keith Glatz,
Vince Bernd, Jasmine Lopez

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2017_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA ACCEPTING A GRANT AWARD IN THE AMOUNT OF \$250,000 FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) THROUGH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A PROJECT AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF TAMARAC FOR GRANT FUNDING IN THE AMOUNT OF \$250,000 WITH A \$1,250,000 MATCH IN LOCAL FUNDS FOR THE WATER TREATMENT PLANT CONTROL ROOM PROJECT; PROVIDING FOR ACCEPTANCE OF THE AWARD AND EXECUTION OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Tamarac desires to provide residents, businesses and visitors with high quality potable water; and

WHEREAS, the City desires to protect and secure the safe delivery of high quality water by providing enhancements to the Tamarac Water Treatment Plant; and

WHEREAS, the Federal Emergency Management Agency (FEMA), through the Florida Division of Emergency Management (FDEM), provides grants to local governments to help mitigate losses before disasters occur through the Pre-Disaster Mitigation (PDM) grant program; and

WHEREAS, the City applied and was awarded a PDM grant in the amount of \$250,000 for the construction of a new, hardened control room within the Tamarac Water Treatment Plant as indicated in the January 26, 2017 correspondence from FDEM attached hereto as Exhibit A which is incorporated herein by this reference; and

WHEREAS, the PDM grant program requires and the City is willing to provide a match in the amount of \$1,250,000 in local funds; and

WHEREAS, the City provided funds for this project in the FY2016 Adopted Capital Improvement Budget under the SCADA Redundancy and Hardening of the Water Treatment Plant Control Room building project; and

WHEREAS, the Directors of Financial Services and Public Services recommend acceptance of these grant funds and execution of the project agreement between FDEM and the City of Tamarac and is attached hereto as Exhibit B which is incorporated herein by this reference;

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the residents and businesses of the City of Tamarac to accept federal PDM grant funding for the hardening and construction of a new control room at the Tamarac Water Treatment Plant through a grant agreement with FDEM in the amount of \$250,000 and provide a \$1,250,000 match in local funds.

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 and referenced herein are expressly incorporated and made a specific part of this Resolution.

SECTION 2: The City Commission of the City of Tamarac HEREBY accepts the \$250,000 grant award from the Federal Emergency Management Agency (FEMA)

through the Florida Division of Emergency Management (FDEM) for the hardening and construction of a new control room at the Tamarac Water Treatment Plant building, providing for a match in local funds in the amount of \$1,250,000.

SECTION 3: The appropriate City Officials are HEREBY authorized to execute the State of Florida FDEM grant agreement and necessary documents between the City of Tamarac and FDEM for grant funding in the amount of \$250,000 for the hardening and construction of a new control room at the Tamarac Water Treatment Plant building.

SECTION 4: An appropriation in the amount of \$250,000 is HEREBY approved and will be included in Budget Amendment Number One in April 2017, pursuant to F.S. 166.241(2).

SECTION 4: All 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 in application, it shall not affect the validity of the remaining portion or applications of this Resolution.

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

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

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY

Michael Gresek

From: Ross, Maleather <Maleather.Ross@em.myflorida.com>
Sent: Thursday, January 26, 2017 5:22 PM
To: Michael Gresek
Cc: Harris-Council, Susan; Price, Pamela
Subject: PDMC-PL-04-FL-2015-001, City of Tamarac (Broward County)
Attachments: FDEM FFATA Instructions and Worksheet 9-9-2013.pdf; PDMC-PJ-04-FL-2015-001, City of Tamarac Approved Agreement, with 2 C.F.R. Part 200 Requirements 1-25-2017.pdf

The proposed contract has been forwarded to you electronically, if you are unable to print the attached documentation please contact the staff listed below.

Dear Mr. Gresek:

The Division of Emergency Management (DEM) is pleased to inform you that the Federal Emergency Management Agency has approved the obligation of Pre-Disaster Mitigation Competitive Grant Program (PDMCP) funds for the project number(s) listed above. Please note that this is an eligible cost-reimbursement contract, and as such, the recipient must make other funding arrangements to complete this project. However, the recipient may submit periodic requests for payment throughout the project process, consistent with the terms of the contract.

Attached is your copy of the proposed contract between the City of Tamarac and DEM. Please print two (2) copies of the contract (please do not copy as a two-sided document). The official representative, as listed below, will need to sign the signature page (Page 26), complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form (Page 50) and complete the Federal Funding Accountability and Transparency Act (FFATA) Instructions and Worksheet form (Page 51). The FFATA form has been provided electronically for your use. The two (2) signed original contracts should then be sent to the Tallahassee address listed below for full execution no later than ninety (90) days after receipt of this e-mail for final execution. One original fully executed contract will be returned to the City of Tamarac for its files.

Official Representatives:

County:	Chairman of the Board of Commissioners
City:	Mayor
Indian Tribe:	Chief or President
Water Management District:	Chairman
Non-Profit:	Chairman of the Board

If there is an official that is not listed above who is authorized to sign the contracts for your organization, please provide a copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign.

Additional assistance is available regarding your approved HMGP project on the Florida Division of Emergency Management Website: <http://www.floridadisaster.org/mitigation/hazard/index.htm>. Please reference the heading: "Grant Management Tools Listed Below" which contains sample documents that will provide guidance for completing requests for reimbursement, requests for Working Capital Advance payment, reporting requirements and supporting documents containing important points, and subgrantee close-out checklists.

If you have questions regarding this contract or who is authorized to sign it, please call Susan Harris Council, MPA, FCCM, Project Manager at (850) 414-8419.

<ftaleatlte1r. cftg

Maleather Y. Ross, FCCM
 Hazard Mitigation Grant Program
 Florida Division of Emergency Management
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399

Agreement Number: 17DM-R1-11-16-02-__ __
 Project Number: PDMC-PJ-04-FL-2015-001

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>City of Tamarac</u>
Sub-Recipient's unique entity identifier:	<u>F-591039552</u>
Federal Award Identification Number (FAIN):	<u>EMA-2016-PC-0002</u>
Federal Award Date:	<u>September 20, 2016</u>
Subaward Period of Performance Start and End Date:	<u>09/20/16-10/30/2018</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$250,000.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$250,000.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u>\$250,000.00</u>
Federal award project description (see FFATA):	<u>PDMC/Retrofit</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Susan Harris-Council, Project Manager</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.047 – Pre-Disaster Mitigation Competitive</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of Tamarac, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Ms. Susan Harris-Council, Project Manager
FL Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-414-8419 Email: Susan.Harris-
Council@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Mr. Michael Gresek, Grants Administrator
City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321
Telephone: 954-597-3562
Fax: 954-597-3560
Email: Michael.Gresek@tamarac.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on October 30, 2018, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$250,000.00.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-

Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of

submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11) AUDITS

- a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.
- b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.
- e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.
- f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:
- DEMSingle_Audit@em.myflorida.com
 DEMSingle_Audit@em.myflorida.com
OR
 Office of the Inspector General
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399-2100
- g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:
- <http://harvester.census.gov/fac/collect/ddeindex.html>
- h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment D.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is

appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. If the Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 - iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION.

- a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-

Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal

laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703,

Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Exhibit 1 - Funding Sources
- ii. Attachment A – Budget and Scope of Work
- iii. Attachment B – Program Statutes and Regulations
- iv. Attachment C – Statement of Assurances
- v. Attachment D – Request for Advance or Reimbursement
- vi. Attachment E – Justification of Advance Payment
- vii. Attachment F – Quarterly Report Form
- viii. Attachment G – Warranties and Representations
- ix. Attachment H – Certification Regarding Debarment, Suspension, Ineligibility
- x. Attachment I – Federal Funding Accountability and Transparency Act
- xi. Attachment J – Mandatory Contract Provisions

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florid Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which

are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31

U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF TAMARAC

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: _____

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Federal Program: *Federal Emergency Management Agency: Pre-Disaster Mitigation Competitive*

Catalog of Federal Domestic Assistance Number: *97.047*

Amount of Federal Funding: *\$250,000.00*

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- **2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

Commonly Applicable Statutes and Regulations

- **The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities**
- **Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or “the Act”), 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264**
- **31 CFR Part 205 Rules and Procedures for Funds Transfers**

Federal Program:

List applicable compliance requirements as follows:

- 1. Recipient is to use funding to perform the following eligible activities:**
 - **Retrofitting of existing buildings and facilities**
 - **Other projects that reduce future disaster losses**
- 2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.**

NOTE: Section 200.331(a)(1) of 2 C.F.R., as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included on pg. 1 of this sub-grant agreement and in Exhibit 1 be provided to the Sub-recipient.

Attachment A

Scope of Work and Budget

STATEMENT OF PURPOSE

The purpose of this Scope of Work (SOW) is to protect the water treatment plant control room, located at 7803 NW61st Street, Tamarac, Florida. The project is funded through the Pre-Disaster Mitigation Assistance Grant Program (PDM) **PDMC-PJ-04-FL-2015-001**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Recipient, the City of Tamarac, agrees to administer and complete the project per the application submitted by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Pre-Disaster Mitigation Assistance Grant Program (PDM) project, the Recipient, City of Tamarac, Florida, proposes to retrofit a water treatment plant control room, located at 7803 NW61st Street, Tamarac, Florida, 33321.

The scope of work proposes to harden the first floor's former high service pump room and construct a new control room to include a laboratory testing area and a small break room. The proposed project shall be hardened and constructed in accordance with the Florida Building Code or Miami Dade Specifications and all materials will be certified to meet the wind and impact standards.

TASKS & DELIVERABLES:

A. Tasks

- 1) The Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Recipient shall select the qualified, licensed Florida contractor in accordance with the Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Recipient and subsequently approved by the Division and FEMA.

The Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Recipient.

The Recipient shall provide copies of professional licenses for contractors selected to perform services. The Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the PDM application and associated documentation as presented to the Division by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the building from windblown debris resulting from high wind storms which shall allow the function of the structures to continue following a severe wind event.

The Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Recipient prior to Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) All Product Specifications/Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - d) Proof of compliance with Project Requirements and Conditions contained herein.
- 3) During the course of this agreement the Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Recipient shall submit an Affidavit signed by the Recipient's project personnel with each reimbursement request, attesting to the percentage of work completed, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Recipient shall maintain accurate time records. The Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All

supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expenses: The Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Recipient. Quarterly Reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services; and
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B. Deliverables

Mitigation activities consist of providing protection to the water treatment plant control room, located at 7803 NW61st Street, Tamarac, Florida, 33321, by hardening the first floor's former high service pump room and constructing a new control room to include a laboratory testing area and a small break room. The proposed project shall be hardened and constructed in accordance with the Florida Building Code or Miami Dade Specifications and all materials will be certified to meet the wind and impact standards.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division will reimburse the Recipient based on the percentage of overall project completion.

Project Conditions and Requirements:

C. Engineering

- 1) The Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final approval; as applicable.
- 2) The Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.
- 3) The Recipient shall submit a certified letter of completion from the Engineer of Record. The recipient's Engineer of Record shall provide a formal certificate or letter affirm that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 4) The Recipient shall submit all Product Specifications/Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.
- 5) All installations shall be done in strict compliance with the Florida building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 6) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
- 7) The Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in buildings shall be impact resistant or protected with an impact resistant covering meeting the requirements of SST12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
 - a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test
 - b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
 - c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609 for which the specimen is to be tested.
- 8) The local municipal or county building department shall inspect the installation according to the manufacture's specification, and ensure that the above referenced standards have been met; documentation provided to the division for closeout.
- 9) The materials and work funded pursuant to this Subgrant Agreement are intended to decrease the vulnerability of the building to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.
- 10) The funding provided by the Division under this subgrant shall compensate for the materials labor and fees for the hardening activities as a retrofit measure for the Recipient's buildings to reduce and/or

mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

- (11) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Recipient that the building may have vulnerabilities due to age, design and location which may result in damage to the building from wind events even after the installation of the mitigation measures funded under this Subgrant Agreement. It is further understood and agreed by the Division and the Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the building, does not ensure the safety or survival of building occupants.

D. Environmental:

- 1) The Recipient must follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) If any ground disturbance activities occur during construction, the Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 3) Any change addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA *in advance regardless of the budget implications*.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E. Programmatic:

- 1) The Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

- 4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30-days prior to the Period of Performance date, for review and approval by the Division; for submittal to FEMA for closeout.
- 5) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) The Recipient must avoid duplication of benefits between the PDM and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

Financial Consequences

If the Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

General Schedule of Work	Months
Authorization/Notice to Proceed	1 month
Design Process	7 months
Permitting	1 month
Bidding/Bid Award	3 months
Construction	8 months
Project Close-Out (Final Inspection)	2 Months
Total Period of Performance	22 Months

Budget

Funding Summary

Non-Federal Share:	\$ 1,250,000.00	(83.33333333%)
Federal Share:	\$ 250,000.00	(16.66666667%)
Total Project Cost:	\$ 1,500,000.00	(100.00%)

The Florida Division of Emergency Management (FDEM) shall reimburse eligible costs for this project up to \$250,000.00 (federal share).

Line Item Budget*	Total Cost	Federal	Non-Federal
Construction:			
Demolition	\$ 50,000.00	\$ 8,333.33	\$ 41,666.67
Network Fiber	\$ 5,000.00	\$ 833.33	\$ 4,166.67
Electrical	\$ 75,000.00	\$ 12,500.00	\$ 62,500.00
Architectural (SCADA Control Room)	\$ 25,000.00	\$ 4,166.67	\$ 20,833.33
Safe Room	\$750,000.00	\$125,000.00	\$ 625,000.00
Site Work (Restoration, Cleanup, Miscellaneous)	\$ 25,000.00	\$ 4,166.67	\$ 20,833.33
Equipment:			
I/O Panels	\$130,000.00	\$ 21,666.67	\$ 108,333.33
PLC Panel	\$100,000.00	\$ 16,666.67	\$ 83,333.33
SCADA Equipment	\$ 93,000.00	\$ 15,500.00	\$ 77,500.00
Ethernet Switches	\$ 4,000.00	\$ 666.67	\$ 3,333.33
Fees:			
Project Inspection Fees	\$ 8,000.00	\$ 1,333.33	\$ 6,666.67
Architectural Engineering Fees	\$125,000.00	\$ 20,833.33	\$ 104,166.67
Contingencies (Per FEMA's	<u>\$110,000.00</u>	<u>\$ 18,333.33</u>	<u>\$ 91,666.67</u> Approval)
Total:	\$1,500,000.00	\$250,000.00	\$1,250,000.00

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

This is FEMA project number **PDMC-PJ-04-FL-2015-001**. The Period of Performance (POP) for this project shall end on **October 30, 2018**

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

STATEMENT OF ASSURANCES

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act Of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) 42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and
Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

- (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
 - (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and
 - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
 - (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
 - (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the

eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that

construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C. 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:

- (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
- (2) Return the property to its natural state as though no improvements had ever been contained thereon.
- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D**DIVISION OF EMERGENCY MANAGEMENT****REQUEST FOR ADVANCE OR REIMBURSEMENT OF
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT NAME: City of Tamarac _____

REMIT ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PAYMENT #: _____ CONTRACT #: 17DM-R1-11-16-02-_____

FEMA TRACKING #: PDMC-PJ-04-FL-2015-001 INVOICE PERIOD: _____ to _____

Eligible Amount 100%	Obligated Federal %	Obligated Non-Federal %	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

SUB-RECIPIENT
SIGNATURE: _____

NAME AND TITLE: _____ DATE: _____

APPROVED PROJECT TOTAL	\$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE
ADMINISTRATIVE COST	\$ _____	
APPROVED FOR PAYMENT	\$ _____	
		DATE _____

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of Tamarac

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$_____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20____-20____ Anticipated Expenditures for the First Three Months of Contract
<u>For Example</u> ADMINISTRATIVE COSTS (Include Secondary Administration)	
<u>For Example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

Attachment F

**DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM**

RECEIPT City of Tamarac PROJECT #: PDMC-PJ-04-FL-2015-001

PROJECT TYPE: PDMC Retrofit CONTRACT#: 17DM-R1-11-16-02-__

DISASTER NUMBER: _____ QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable): \$ _____

Provide reimbursement projections for this project:

July-Sep 20 \$ _____ Oct-Dec 20 \$ _____ Jan-Mar 20 \$ _____ Apr-June 20 \$ _____

July-Sep 20 \$ _____ Oct-Dec 20 \$ _____ Jan-Mar 20 \$ _____ Apr-June 20 \$ _____

Percentage of Work Completed (may be confirmed by state inspector's): _____ %

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: : ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project, such as, anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: _____

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, City of Tamarac, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____

Signature

Name and Title

Street Address

City, State, Zip

Date

City of Tamarac

Sub-recipient's Name

17DM-R1-11-16-02- _ _ _

DEM Contract Number

PDMC-PJ-04-FL-2015-001

FEMA Project Number

ATTACHMENT

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: PDMC-PJ-04-FL-2015-001

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$250,000

OBLIGATION/ACTION DATE: 09/20/16

SUBAWARD DATE (if applicable): N/A

DUNS# *: 077270940

DUNS+4#: N/A

* If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the webform (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: CITY OF TAMARAC

DBA NAME (IF APPLICABLE): N/A

PRINCIPAL PLACE OF BUSINESS ADDRESS: 7525 NW 88TH AVENUE

ADDRESS LINE 1:

CITY: TAMARACSTATE: FLZIP CODE+4**: 33321-2401PARENT COMPANY DUNS# (IF APPLICABLE): N/ACATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): 81.087

DESCRIPTION OF PROJECT {UP TO 4000 CHARACTERS}

The purpose of this Scope of Work (SOW) is to retrofit the water treatment plant control room, located at 7803 NW61st Street, Tamarac, Florida.

The scope of work proposes to harden the first floor's former high service pump room and construct a new control room to include a laboratory testing area and a small break room. The proposed project shall be hardened and constructed in accordance with the Florida Building Code or Miami Dade Specifications and all materials will be certified to meet the wind and impact standards.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: 7803 NW 61st STREETADDRESS LINE2: ADDRESSLINE 3:CITY: TAMARACSTATE: FLZIP CODE+4**: 33321-2401CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE: 20

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act? Yes **D** No **[Z]**

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2 Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986? Yes **D** No **D**

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: — — — — —

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

OMB Guidance

Pt. 200, App. II

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

Pt. 200, App. III

2 CFR Ch. II (1–1–14 Edition)

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B. Identification and assignment of indirect (F&A) costs; and specialized services facilities described in § 200.469 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B. Identification and assignment of indirect (F&A) costs, to



Title - TO2354 - 1st Budget Amendment

Item No. 8 (a) on Ordinance(s) First Reading. (TO2354) An Ordinance of the City Commission of the City of Tamarac, Florida, amending Ordinance 2016-14, which adopted the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial Policies for the Fiscal Year 2017, by increasing the total revenues and expenditures by a total of \$33,451,597 as detailed in attachment A attached hereto and summarized in attachment B; providing for conflicts; providing for severability; providing for an effective date. - **Financial Services Director Mark Mason**

Commission District(s):
Citywide

ATTACHMENTS:

Description	Upload Date	Type
☐ TO 2354 - Memo	3/29/2017	Cover Memo
☐ TO 2354 - Ordinance	3/29/2017	Ordinance

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FINANCE DEPARTMENT
ADMINISTRATION DIVISION

TO: Michael C. Cernech
City Manager

DATE: March 23, 2017


FROM: Mark C. Mason,
Director of Financial Services

RE: TO #2354 Amending
Ordinance 2016-14
Adoption of FY17 Operating
& Capital Budget

Recommendation:

I recommend placing TO #2354 amending Ordinance 2016-14 which adopted the FY 2017 Annual Budget in the amount of \$33,451,597 from \$162,572,700 to \$196,024,297.

Issue:

On September 22, 2016, the City Commission adopted Ordinance 2016-14 which established the annual Operating Budget, Revenues and Expenditures, Capital Budget and Financial Policies for Fiscal Year 2017. Pursuant to Section 166.241(3), a municipality may amend its budget at any time during the course of the year or within 60 days following the end of the fiscal year. In addition, if any fund is increased or decreased then the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the charter of the respective municipality. The original budget was adopted via ordinance and the City of Tamarac's charter is silent on the matter.

Background:

Following is a summary of the recommended adjustments to the Fiscal Year 2017 Budget.

FUND TYPE	Adpoted Budget Ord. 2016-14	Change	Amendment #1 TO #2354
General Fund	\$ 61,240,774	\$ 7,434	\$ 61,248,208
Special Revenue Funds	31,834,172	153,719	31,987,891
Debt Service Funds	2,885,200	-	2,885,200
Capital Project Funds	15,721,159	562,136	16,283,295
Enterprise Funds	42,554,654	32,728,308	75,282,962
Internal Service Funds	8,336,741	-	8,336,741
Total	\$ 162,572,700	\$ 33,451,597	\$ 196,024,297

Amendments to the Budget generally reflect:

- actions approved by the City Commission since the budget was adopted but not included in the original budget due to their unknown nature at the time
- allocation of encumbrances (i.e. purchases approved in one fiscal year and being paid in the following fiscal year)
- transfer of funds from a Non-Departmental account to other departments in the General Fund
- items that have been evaluated for recommended inclusion in the current year budget due to updated information
- additional capital improvements that have been identified and recommended to be started in the current year due to timing, pricing, etc.

Items previously approved by the City Commission are as follows:

R-2016-132 approved 11/9/2016 accepting a grant award in the amount of \$400,000 from the Florida Department of Environmental Protection (FDEP) for the Tamarac Culvert and Headwall Improvement Project. This Budget Amendment recognizes the revenue from the grant and increases capital outlay expenditures in the Stormwater Management Capital Improvement Fund.

R-2016-129 approved 11/9/2016 awarding Bid No. 16-21B to and approved an agreement with MBR Construction, Inc. for the Citywide Buffer Wall Project Phase IIA. The action also approved a total maximum contract amount of \$357,885.79 (base contract cost plus 10% contingency) or 12,135.79 more than originally budgeted for this purpose and recognized an adjusted contribution amount from the developer of \$315,000.

R-2016-109 approved 10/11/2016 authorized the issuance of Utility Refunding Revenue Bonds. Subsequently the City issued \$17,760,000 Series 2016A (tax exempt) Green Bonds and \$4,105,000 Series 2016B (taxable) Green Bonds. Proceeds from the bonds include \$11,000,000 in new money to be used for the purpose of relining wastewater pipes. This Budget Amendment does the following: (1) increases appropriation from fund balance and transfers out in the Utilities Operating Fund and (2) increases inter-fund transfers and capital expenditures in the Utilities Renewal and Replacement Fund.

R-2017-07 approved 1/25/2017 accepting a grant award in the amount of \$50,000 from the Florida Department of Environmental Protection (FDEP) for the Waters Edge Park Development Project. This Budget Amendment recognizes the revenue from the grant by decreasing Appropriation from Fund Balance and increasing Intergovernmental Revenues for the project in the General Capital Improvements Fund (changes revenue source for the \$50,000 from appropriation from balance to intergovernmental revenues).

R-2016-124 approved 11/09/2016 authorized an interfund loan of \$6,000,000 for the construction of a new Colony West clubhouse and relocation of the cart barn. The loan itself is a balance sheet transaction. A project with an expenditure budget of \$7,405,000 supported by revenue consisting of \$6,000,000 appropriation from net assets reflecting the commitment and \$1,405,000 sale of land will be created in the Colony West Golf Course Fund.

O-2017-01 approved 1/11/2017 authorized the execution of an Amended and Restated Development Agreement between the City, Pulte and Woodmont, which requires a \$300,000 contribution by the Developer (Pulte) be made toward the City's efforts to improve the existing "Entrances" (as defined in the agreement) to the Woodmont Community in accordance with the Comprehensive Signage Program, prior to the City issuing the first certificate of occupancy for a residential unit. This Budget Amendment recognizes the revenue to be derived from the executed agreement and increases capital outlay expenditures in the General Capital Improvements Fund.

Additional adjustments are recommended:

General Fund adjustments to the budget include the following:

Transferring the budget for encumbrances from non-departmental to the departmental budgets in the amount of \$325,449 is as follows:

- City Manager \$25,399
- Human Resources \$5,200
- Community Development \$23,587
- Public Works \$63,750
- Parks and Recreation \$51,262 (the majority of the encumbrance is attributable to pool management services by Jeff Ellis Management, LLC.)
- IT \$126,668
- Non-Departmental \$29,583

Recognize a developer contribution to offset costs incurred in FY 2016 in the amount of \$7,434 (\$1,028 staff time and \$6,406 speed hump installation) for traffic calming improvements in the Central Parc Development. The City received \$125,000 as part of the developer agreement with Central Parc. In FY 2016, \$64,942 was used to offset the costs associated with the project and in FY 2015 \$16,502 was used to offset the costs associated with the project. The project is considered to be complete.

Increase to travel, meals and lodging in the City Commission budget from \$15,000 to \$25,000. This Budget Amendment decreases Non-Departmental contingency \$10,000 and increases City Commission travel meals and lodging \$10,000 in the General Fund.

Increase funding for Aid to Organizations as follows: (1) \$6,000 for additional directed contributions by the City Commission and (2) \$2,400 for an additional contribution to Family Central. This Budget Amendment decreases Non-Departmental contingency \$8,400 and increases the expenditure account used for Grants / Aids miscellaneous \$8,400 in the General Fund.

Increase funding for the Code Enforcement Division N.I.P. IT Program from \$10,000 to \$20,000 to better align with the level of demand the program has been experiencing in 2017. This Budget Amendment decreases Non-Departmental Contingency \$10,000 and increases the expenditure account used by the Code Enforcement Division for the N.I.P. IT Program \$10,000 in the General Fund.

Fire and Rescue Fund adjustment to the budget includes the following:

Tamarac Fire & Rescue recently sold an older 1999 ladder truck for \$50,000. The sale proceeds will be used to offset advertising expenses for the sale of the equipment and the costs for purchasing emergency management communication equipment.

Building Fund adjustment to the budget includes the following:

Increase appropriation from fund balance in the amount of \$3,719 for encumbrances that were carried forward into FY 2017 for purchases made but not received in FY 2016.

Capital Equipment Fund adjustment to the budget includes the following:

An amount of \$250,000 was budgeted in Fire Operations for Fire Station Alerting Systems. Broward County has shifted the timeline out taking it into FY 2018 making this a multi-year endeavor. A project will be created with an expenditure budget of \$250,000 supported by revenue from a transfer out from the Fire Rescue Fund into the Capital Equipment Fund.

Utilities Renewal & Replacement Fund adjustments to the budget include the following:

The City has recently been notified of having received a grant award in the amount of \$250,000 from the US Department of Homeland Security – Federal Emergency Management Agency (FEMA) for the Tamarac Water Treatment Plant Control Room Project. This Budget Amendment recognizes the revenue and expenditures in the Utilities Renewal & Replacement Fund.

Utilities CIAC (Contributions in Aid of Construction) Fund adjustments totaling \$1,336,654 representing reimbursements to the Utilities Renewal & Replacement Fund linked to new capacity in connection with various City pipe bursting projects.

Federal Law Enforcement Trust Fund (“LETf”) adjustments to the budget include the following:

The Guide to Equitable Sharing for State and Local Law Enforcement Agencies defines an eligible participant. The City does not meet the criteria of a law enforcement agency set forth in the Guide. As a result, the City is now required to transfer all remaining Federal Law Enforcement Trust Funds (equitable sharing funds) back to The Broward County Sheriff's Office by April 28, 2017. This cash balance in the fund of approximately \$100,000 will need to be appropriated at that point in time with an offset expenditure.

Funding for a newly proposed Community Development run program:

A new HOA Assistance (Beautification) Program to be managed and administered by the Community Development Department with initial funding of \$50,000 is being implemented. The source of funding will be the General Fund. The funding plan calls for moving \$50,000 out of the Non-Departmental contingency account into the appropriate Community Development Department expense account.

The attachments to the budget amendment provide detailed information for all adjustments included in the amendment. Specifically, Attachment A provides the information regarding increases and decreases as well as the amended budget amount with a reference to Attachment B that provides the detail associated with each adjustment. A presentation will be made supporting the recommended adjustments.

ORDINANCE NO. 2017- _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING ORDINANCE 2016-14, WHICH ADOPTED THE CITY OF TAMARAC OPERATING BUDGET, REVENUES AND EXPENDITURES, THE CAPITAL BUDGET, AND THE FINANCIAL POLICIES FOR THE FISCAL YEAR 2017, BY INCREASING THE TOTAL REVENUES AND EXPENDITURES BY A TOTAL OF \$33,451,597 AS DETAILED IN ATTACHMENT A ATTACHED HERETO AND SUMMARIZED IN ATTACHMENT B; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac, pursuant to Section 200.065, Florida Statutes adopted its Operating Budget, Revenues and Expenditures, the Capital Budget and the Financial Policies for the Fiscal Year 2017 by approving Ordinance 2016-14 on September 22, 2016; and

WHEREAS, the City Commission desires to amend its Operating Budget, Revenues and Expenditures and Capital Budget pursuant to Section 166.241(3).

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

Section 1. The foregoing "WHEREAS" clauses are true and correct and are hereby ratified and confirmed by the City Commission.

Section 2. City of Tamarac Ordinance 2016-14 which adopted the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget and the Financial Policies for the Fiscal Year 2017, is hereby amended as detailed in Attachment "A" and summarized in Attachment "B," both of which are attached hereto and incorporated herein.

Section 3. All ordinances or parts of ordinances, or resolutions or parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

Section 5. This Ordinance shall become effective immediately after its adoption by the Tamarac City Commission.

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

ATTEST: BY: _____
MAYOR HARRY DRESSLER

PAT TEUFEL, 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

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

SAMUEL S. GOREN
CITY ATTORNEY

**CITY OF TAMARAC, FLORIDA
FY 2017 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE 2354**

ATTACHMENT A

FUND	FY 2017 BUDGET ORDINANCE 2016-14	O- INCREASE	BA #1 INCREASE	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #1	BA #1 NET CHANGE
General Fund							
Revenues							
Taxes	\$ 30,989,009					\$ 30,989,009	\$ -
Permits, Fees & Special Assessments	4,947,155					4,947,155	-
Intergovernmental Revenue	8,465,494					8,465,494	-
Charges for Services	1,756,293					1,756,293	-
Judgment, Fines & Forfeits	666,819					666,819	-
Miscellaneous Revenues	1,685,451	7,434		#2		1,692,885	7,434
Other Sources	5,336,332					5,336,332	-
Appropriation from Fund Balance	6,519,246					6,519,246	-
Total General Fund Revenue	\$ 60,365,799	\$ 7,434				\$ 60,373,233	\$ 7,434
Expenditures							
City Commission	\$ 632,078	\$ 18,400		#6 & #8		\$ 650,478	\$ 18,400
City Manager	1,789,401	25,399		#1		1,814,800	25,399
City Attorney	590,580					590,580	-
City Clerk	602,101					602,101	-
Finance	2,874,934					2,874,934	-
Human Resources	1,370,123	5,200		#1		1,375,323	5,200
Community Development	1,913,769	23,587		#1			
		60,000		#5 & #10		1,997,356	83,587
Police	15,578,720					15,578,720	-
Public Services	7,990,725	63,750		#1		8,054,475	63,750
Parks & Recreation	5,105,788	51,262		#1		5,157,050	51,262
Information Technology	2,047,562	126,668		#1		2,174,230	126,668
Non-Departmental	19,844,018	29,583		#1	325,449		
				#5	10,000		
				#6 & #8	18,400	19,519,752	(324,266)
Contingency		7,434		#2 & #10	50,000	(42,566)	(42,566)
Total General Fund Expenditures	\$ 60,339,799	\$ 411,283			\$ 353,849	\$ 60,347,233	\$ 7,434
Red Light Cameras							
Revenues							
Judgments, Fines & Forfeits	\$ 849,975					\$ 849,975	\$ -
Micellaneous Revenues	25,000					25,000	-
Total Red Light Cameras Revenue	\$ 874,975					\$ 874,975	\$ -
Expenditures							
Personal Services	\$ 20,442					\$ 20,442	\$ -
Operating Expenses	853,100					853,100	-
	27,433					27,433	-
Total Red Light Cameras Expenditures	\$ 900,975					\$ 900,975	\$ -
Fire Rescue Fund							
Revenues							
Permits, Fees & Special Assessments	\$ 12,008,847					\$ 12,008,847	\$ -
Intergovernmental Revenue	55,000					55,000	-
Charges for Services	2,263,543					2,263,543	-
Miscellaneous Revenues	61,045	50,000		#4		111,045	50,000
Interfund Transfers	6,278,313					6,278,313	-
Appropriation from Fund Balance	4,393,640					4,393,640	-
Total Fire Rescue Fund Revenue	\$ 25,060,388	\$ 50,000				\$ 25,110,388	\$ 50,000
Expenditures							
Personal Services	\$ 16,285,923					\$ 16,285,923	\$ -
Operating Expenditures	1,546,199	5,000		#4		1,551,199	5,000
Capital Outlay	594,300	45,000		#3 & #4	250,000	389,300	(205,000)
Debt Service	405,470					405,470	-
Other Uses	5,908,496	250,000		#3		6,158,496	250,000
Contingency	300,000					300,000	-
Reserves	20,000					20,000	-
Total Fire Rescue Fund Expenditures	\$ 25,060,388	\$ 300,000				\$ 25,110,388	\$ 50,000
Law Enforcement Trust Fund							
Revenues							
Appropriation from Fund Balance	\$ -	100,000		#11		100,000	\$ 100,000
Total Law Enforcement Trust Fund Revenue	\$ -	\$ 100,000				\$ 100,000	\$ 100,000
Expenditures							
Operating Expenses	\$ -	100,000		#11		100,000	\$ 100,000
Total Law Enforcement Trust Fund Expenditures	\$ -	\$ 100,000				\$ 100,000	\$ 100,000
Streetscape Improvement Trust							
Revenues							
Appropriated Fund Balance	\$ 244,000					\$ 244,000	\$ -
Total Parks & Rec Revenue	\$ 244,000					\$ 244,000	\$ -
Expenditures							

CITY OF TAMARAC, FLORIDA
FY 2017 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE 2354

ATTACHMENT A

FUND	FY 2017 BUDGET ORDINANCE 2016-14	O- INCREASE	BA #1	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #1	BA #1 NET CHANGE
Other Uses	\$ 244,000					\$ 244,000	\$ -
Total Parks & Rec Expenditures	\$ 244,000					\$ 244,000	\$ -
Public Art Fund							
Revenues							
Charges for Services	\$ 200,000					\$ 200,000	\$ -
Miscellaneous Revenues	5,000					5,000	-
Appropriation from Fund Balance	1,222,862					1,222,862	-
Total Public Art Fund Revenues	\$ 1,427,862					\$ 1,427,862	\$ -
Expenditures							
Operating Expenditures	\$ 95,000					\$ 95,000	\$ -
Contingency	1,332,862					1,332,862	-
Total Public Art Fund Expenditures	\$ 1,427,862					\$ 1,427,862	\$ -
Local Option Gas Tax 3-Cents Fund							
Revenues							
Taxes	\$ 384,098					\$ 384,098	\$ -
Miscellaneous Revenues	3,000					3,000	-
Appropriation from Fund Balance	357,778					357,778	-
Total Local Option Gas Tax Revenue	\$ 744,876					\$ 744,876	\$ -
Expenditures							
Operating Expenditures						\$ -	\$ -
Reserves	744,876					744,876	-
Total Local Option Gas Tax Expenditures	\$ 744,876					\$ 744,876	\$ -
Building Fund							
Revenues							
Permits, Fees & Special Assessments	\$ 2,586,714					\$ 2,586,714	\$ -
Charges for Services	14,000					14,000	-
Judgments, Fines & Forfeits	200,000					200,000	-
Miscellaneous Revenues	74,000					74,000	-
Appropriation from Fund Balance	221,199	3,719		#1		224,918	3,719
Total Building Fund Revenues	\$ 3,095,913	\$ 3,719				\$ - \$ 3,099,632	\$ 3,719
Expenditures							
Personal Services	\$ 2,108,911	\$ -				\$ 2,108,911	\$ -
Operating Expenses	188,082	3,719		#1		191,801	3,719
Capital Outlay						-	-
Other Uses	798,920					798,920	-
Total Building Fund Expenditures	\$ 3,095,913	\$ 3,719				\$ - \$ 3,099,632	\$ 3,719
RCMP Grant Fund							
Revenues							
Intergovernmental Revenue	\$ 194,000					\$ 194,000	\$ -
Total RCMP Revenues	\$ 194,000					\$ 194,000	\$ -
Expenditures							
Personal Services	\$ 18,243					\$ 18,243	\$ -
Operating Expenses	175,757					175,757	-
Total RCMP Expenditures	\$ 194,000					\$ 194,000	\$ -
Community Development Block Grant (CDBG) Fund							
Revenues							
Intergovernmental Revenue	\$ 384,932					\$ 384,932	\$ -
Total CDBG Revenues	\$ 384,932					\$ 384,932	\$ -
Expenditures							
Personal Services	\$ 134,893					\$ 134,893	\$ -
Operating Expenses	250,039					250,039	-
Total CDBG Expenditures	\$ 384,932					\$ 384,932	\$ -
State Housing Initiative Program (SHIP) Fund							
Revenues							
Intergovernmental Revenue	\$ 393,753					\$ 393,753	\$ -
Miscellaneous Revenues	-					-	-
Total SHIP Revenues	\$ 393,753	\$ -				\$ 393,753	\$ -
Expenditures							
Personal Services	\$ 33,002					\$ 33,002	\$ -
Other Uses	360,751					360,751	-
Total SHIP Expenditures	\$ 393,753	\$ -				\$ 393,753	\$ -

CITY OF TAMARAC, FLORIDA
FY 2017 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE 2354

ATTACHMENT A

FUND	FY 2017 BUDGET ORDINANCE 2016-14	O- INCREASE	BA #1	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #1	BA #1 NET CHANGE
Home (HUD) Fund							
Revenues							
Intergovernmental Revenue	\$ 78,448					\$ 78,448	\$ -
Total Home (HUD) Revenues	\$ 78,448					\$ 78,448	\$ -
Expenditures							
Personal Services	\$ 5,844					\$ 5,844	\$ -
Operating Expenses	72,604					72,604	-
Total Home (HUD) Expenditures	\$ 78,448					\$ 78,448	\$ -
Neighborhood Stab. Grant 3							
Revenues							
Miscellaneous Revenues	\$ 150,000					\$ 150,000	\$ -
Total Neighborhood Stab. Grant 3 Revenues	\$ 150,000					\$ 150,000	\$ -
Expenditures							
Personal Services						\$ -	\$ -
Operating Expenses	150,000					\$ 150,000	-
Total Neighborhood Stab. Grant 3 Expenditures	\$ 150,000					\$ 150,000	\$ -
Affordable Housing Impact Fees							
Revenues							
Miscellaneous Revenues	\$ 60,000					\$ 60,000	\$ -
Total Affordable Housing Impact Fees Revenues	\$ 60,000					\$ 60,000	\$ -
Expenditures							
Other Uses	\$ 60,000					\$ 60,000	\$ -
Total Affordable Housing Impact Fees Expenditures	\$ 60,000					\$ 60,000	\$ -
General Obligation (GO) Debt Service							
Revenues							
Taxes	\$ 262,500					\$ 262,500	\$ -
Total GO Debt Service Revenues	\$ 262,500					\$ 262,500	\$ -
Expenditures							
Debt Service	\$ 262,500					\$ 262,500	\$ -
Total GO Debt Service Expenditures	\$ 262,500					\$ 262,500	\$ -
Revenue Bond Fund							
Revenues							
Miscellaneous Revenues	\$ 2,000					\$ 2,000	\$ -
Interfund Transfers	2,620,700					2,620,700	-
Total Revenue Bond Fund Revenues	\$ 2,622,700					\$ 2,622,700	\$ -
Expenditures							
Debt Service	\$ 2,622,700					\$ 2,622,700	\$ -
Total Revenue Bond Fund Expenditures	\$ 2,622,700					\$ 2,622,700	\$ -
Capital Equipment Fund							
Revenues							
Interfund Transfers	\$ 1,184,943	\$ 250,000		#3		\$ 1,434,943	\$ 250,000
Appropriation from Fund Balance	260,000					260,000	-
Total Capital Equipment Fund Revenues	\$ 1,444,943					\$ 1,694,943	\$ 250,000
Expenditures							
Capital Outlay	\$ 1,146,943	250,000		#3		\$ 1,396,943	\$ 250,000
Contingency	298,000					298,000	-
Total Capital Equipment Fund Expenditures	\$ 1,444,943					\$ 1,694,943	\$ 250,000
Capital Maintenance Fund							
Revenues							
Interfund Transfers	\$ 1,925,419					\$ 1,925,419	\$ -
Total Capital Maintenance Fund Revenues	\$ 1,925,419					\$ 1,925,419	\$ -
Expenditures							
Capital Outlay	\$ 1,545,634					\$ 1,545,634	\$ -
Contingency	379,785					379,785	-
Total Capital Maintenance Fund Expenditures	\$ 1,925,419					\$ 1,925,419	\$ -
General Capital Improvements Fund							
Revenues							
Taxes	\$ 850,000	\$ -			\$ -	\$ 850,000	\$ -
Intergovernmental Revenues	382,000	\$ 50,000		D		432,000	50,000

CITY OF TAMARAC, FLORIDA
FY 2017 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE 2354

ATTACHMENT A

FUND	FY 2017 BUDGET		BA #1 INCREASE	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #1	BA #1 NET CHANGE
	ORDINANCE 2016-14	O- INCREASE					
Interfund Transfers		765,484				765,484	-
Miscellaneous Revenues		31,000	300,000	F		331,000	300,000
Appropriation from Fund Balance		1,989,376		D	50,000	1,939,376	(50,000)
Total Gen. Capital Improvements Revenues	\$	4,017,860	\$ 350,000		\$ 50,000	\$ 4,317,860	\$ 300,000
Expenditures							
Capital Outlay	\$	4,017,860	300,000	F		\$ 4,317,860	300,000
Contingency		-				-	-
Total Gen. Capital Improvements Expenditures	\$	4,017,860	\$ 300,000		\$ -	\$ 4,317,860	\$ 300,000
Corridor Improvement Fund							
Revenues							
Miscellaneous Revenues	\$	3,000	\$ 315,000	B		\$ 318,000	\$ 315,000
Appropriation from Fund Balance			\$ 12,136	B		12,136	12,136
Interfund Transfers		4,237,518		B	315,000	3,922,518	(315,000)
Total Corridor Improvement Fund Revenues	\$	4,240,518				\$ 4,252,654	\$ 12,136
Expenditures							
Operating Expenditures	\$	-				\$ -	\$ -
Capital Outlay		3,874,938	57,574	B		3,932,512	57,574
Contingency		365,580		B	45,438	320,142	(45,438)
Total Corridor Improvement Fund Expenditures	\$	4,240,518				\$ 4,252,654	\$ 12,136
Public Service Facilities Fund							
Revenues							
Appropriation from Fund Balance		625,419				625,419	-
Total Public Service Facilities Revenues	\$	625,419				\$ 625,419	\$ -
Expenditures							
Other Uses	\$	625,419				\$ 625,419	\$ -
Total Public Service Facilities Expenditures	\$	625,419				\$ 625,419	\$ -
CIP 05 Revenue Bond Fund							
Revenues							
Interfund Transfers	\$	2,700,000				\$ 2,700,000	\$ -
Debt Proceeds		-				-	-
Total CIP 05 Revenue Bond Fund Revenues	\$	2,700,000				\$ 2,700,000	\$ -
Expenditures							
Capital Outlay	\$	2,700,000				\$ 2,700,000	\$ -
Total CIP 05 Revenue Bond Fund Expenditures	\$	2,700,000				\$ 2,700,000	\$ -
Tamarac Village Fund							
Revenues							
Interfund Transfers	\$	767,000				\$ 767,000	\$ -
Total Tamarac Village Fund Revenues	\$	767,000	\$ -		\$ -	\$ 767,000	\$ -
Expenditures							
Operating Expenditures	\$	-				\$ -	\$ -
Debt Service		767,000				767,000	-
Total Tamarac Village Fund Expenditures	\$	767,000	\$ -		\$ -	\$ 767,000	\$ -
Stormwater Management Fund							
Revenues							
Permits, Fees & Special Assessments	\$	5,539,004				\$ 5,539,004	\$ -
Miscellaneous Revenues		32,716				32,716	-
Interfund Transfers		332,481				332,481	-
Appropriation from Net Assets		-				-	-
Total Stormwater Management Revenues	\$	5,904,201				\$ 5,904,201	\$ -
Expenses							
Personal Services	\$	1,787,374				\$ 1,787,374	\$ -
Operating Expenses		2,226,940				2,226,940	-
Capital Outlay		135,800				135,800	-
Debt Service		435,972				435,972	-
Other Uses		800,000				800,000	-
Contingency		368,115				368,115	-
Reserves		150,000				150,000	-
Total Stormwater Management Expenditures	\$	5,904,201	\$ -			\$ 5,904,201	\$ -
Stormwater Capital Project							
Revenues							
Interfund Transfers	\$	885,000				\$ 885,000	\$ -
Appropriation from Net Assets		-				-	-
Intergovernmental Revenues			\$ 400,000	A		400,000	400,000

CITY OF TAMARAC, FLORIDA
FY 2017 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE 2354

ATTACHMENT A

FUND	FY 2017 BUDGET ORDINANCE 2016-14	O- INCREASE	BA #1 INCREASE	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #1	BA #1 NET CHANGE
Total Stormwater Capital Project Fund Revenues	\$ 885,000	\$ 400,000				\$ 1,285,000	\$ 400,000
Expenditures							
Capital Outlay	\$ 885,000	\$ 400,000		A		\$ 1,285,000	\$ 400,000
Total Stormwater Capital Project Fund Expenditures	\$ 885,000	\$ 400,000				\$ 1,285,000	\$ 400,000
Utilities Fund							
Revenues							
Charges for Services	\$ 26,252,205					\$ 26,252,205	\$ -
Miscellaneous Revenue	103,000					103,000	-
Appropriation from Fund Balance		\$ 11,000,000		C		11,000,000	11,000,000
Appropriation from Net Assets	-					-	-
Total Utilities Fund Revenues	\$ 26,355,205	\$ 11,000,000				\$ 37,355,205	\$ 11,000,000
Expenses							
Personal Services	\$ 5,745,481					\$ 5,745,481	\$ -
Operating Expenses	13,794,161					13,794,161	-
Capital Outlay	180,800					180,800	-
Debt Service	940,000					940,000	-
Other Uses	4,881,316	11,000,000		C		15,881,316	11,000,000
Contingency	713,447					713,447	-
Reserves	100,000					100,000	-
Total Utilities Fund Expenses	\$ 26,355,205	\$ 11,000,000				\$ 37,355,205	\$ 11,000,000
Utilities CAIC Fund							
Revenues							
Interfund Transfers						\$ -	\$ -
Miscellaneous Revenue						-	-
Appropriation from Net Assets		1,336,654		#7		1,336,654	1,336,654
Total Utilities CAIC Fund Revenues	\$ -	\$ 1,336,654				\$ 1,336,654	\$ 1,336,654
Expenses							
Capital Outlay						\$ -	\$ -
Interfund Transfers		1,336,654		#7		1,336,654	1,336,654
Total Utilities CAIC Fund Expenses	\$ -	\$ 1,336,654				\$ 1,336,654	\$ 1,336,654
Utilities Renewal and Replacement Fund							
Revenues							
Interfund Transfers	\$ 4,864,300	12,336,654		C & #7		\$ 17,200,954	\$ 12,336,654
Miscellaneous Revenue	29,000					29,000	-
Intergovernmental Revenues	-	\$ 250,000		#9		250,000	250,000
Appropriation from Net Assets	1,720,000					1,720,000	-
Total Utilities Construction Fund Revenues	\$ 6,613,300	\$ 12,586,654				\$ 19,199,954	\$ 12,586,654
Expenses							
Operating Expenditures						\$ -	\$ -
Capital Outlay	6,613,300	11,250,000		C & #9		17,863,300	11,250,000
Reserves		1,336,654		#7		1,336,654	1,336,654
Total Utilities Construction Fund Expenses	\$ 6,613,300	\$ 12,586,654				\$ 19,199,954	\$ 12,586,654
Colony West Golf Course							
Revenues							
Charges for Services	\$ 2,376,626					\$ 2,376,626	\$ -
Miscellaneous Revenues	255,405	1,405,000		E		1,660,405	1,405,000
Interfund Transfers	164,917					164,917	-
Appropriation from Net Assets		6,000,000		E		6,000,000	6,000,000
Total Colony West Golf Course Fund Revenues	\$ 2,796,948	\$ 7,405,000				\$ 10,201,948	\$ 7,405,000
Expenses							
Operating Expenses	\$ 2,376,626					\$ 2,376,626	\$ -
Capital Outlay	-	7,405,000		E		7,405,000	7,405,000
Contingency	420,322					420,322	-
Total Colony West Golf Course Fund Expenses	\$ 2,796,948	\$ 7,405,000				\$ 10,201,948	\$ 7,405,000
Health Insurance Fund							
Revenues							
Charges for Services	\$ 5,660,652					\$ 5,660,652	\$ -
Miscellaneous Revenues	4,000					4,000	-
Total Health Insurance Fund Revenues	\$ 5,664,652					\$ 5,664,652	\$ -
Expenses							
Operating Expenses	\$ 5,643,732					\$ 5,643,732	\$ -
Contingency	20,920					20,920	-
Total Health Insurance Fund Expenses	\$ 5,664,652					\$ 5,664,652	\$ -

CITY OF TAMARAC, FLORIDA
FY 2017 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE 2354

ATTACHMENT A

	FY 2017 BUDGET						
FUND	ORDINANCE	O-	BA #1	Reference -	BA #1	AMENDED	BA #1 NET
	2016-14		INCREASE	Exhibit B	(DECREASE)	BUDGET #1	CHANGE
Risk Management Fund							
Revenues							
Charges for Services	\$	1,589,208				\$ 1,589,208	\$ -
Miscellaneous Revenues		50,100				50,100	-
Appropriation from Net Assets		1,032,781				1,032,781	-
Total Risk Management Fund Revenues	\$	2,672,089				\$ 2,672,089	\$ -
Expenses							
Personal Services	\$	398,140				\$ 398,140	\$ -
Operating Expenses		2,028,913				2,028,913	-
Contingency		245,036				245,036	-
Total Risk Management Fund Expenses	\$	2,672,089				\$ 2,672,089	\$ -
Total FY16 Budget							
	\$	162,572,700				\$ 196,024,297	\$ 33,451,597

FY 2017 BUDGET ATTACHMENT TO TEMPORARY ORDINANCE 2354

FY 2017 BUDGET AMENDMENT #1			
BA#	Item	Summary of Adjustments	Dollar Amount
Items previously approved by the City Commission are as follows:			
	A	R-2016-132 Approved 11/9/2016: accepting a grant award in the amount of \$400,000 from the Florida Department of Environmental Protection (FDEP) for the Tamarac Culvert and Headwall Improvement Project.	
		Increase intergovernmental revenues and increase capital expenditures for the project	400,000
	B	R-2016-129 Approved 11/9/2016 awarding Bid No. 16-21B for the Citywide Buffer Wall Project Phase IIA. The action also approved a total contract amount of \$357,885.79 (base contract cost plus 10% contingency) or 12,135.79 more than originally budgeted and recognized an adjusted contribution amount from the developer of \$315,000 (previously was \$264,500).	
		Increase miscellaneous revenue and decrease interfund transfers	315,000
		Increase capital expenditures for the project budget and decrease contingency	45,438
		Increase appropriation from fund balance and capital expenditures	12,136
	C	R-2016-109 Approved 10/11/2016 authorized the issuance of Utility Refunding Revenue Bonds, Series 2016A (tax exempt) and Series 2016B (taxable). Proceeds from the bonds included \$11,000,000 in new money to be used for the installation of liners for wastewater pipes.	
		Increase appropriation from fund balance and transfers out	11,000,000
		Increase interfund transfers and capital expenditures	11,000,000
	D	R-2017-07 Approved 1/25/2017: accepting a grant award in the amount of \$50,000 from the Florida Department of Environmental Protection (FDEP) for the Waters Edge Development Project.	
		Decrease appropriation from fund balance for the project	(50,000)
		Increase intergovernmental revenues for the project	50,000
	E	R-2016-124 Approved 11/09/2016 authorized an interfund loan of \$6,000,000 for the construction of a new Colony West clubhouse and relocation of the cart barn. The loan itself is a balance sheet transaction. A project with an expenditure budget of \$7,405,000 supported by revenue consisting of \$6,000,000 appropriation from fund balance and \$1,405,000 sale of land will be created in the Colony West Golf Course Fund.	
		Increase appropriation from net assets	6,000,000
		Increase miscellaneous revenue	1,405,000
		Increase Capital Outlay	7,405,000
	F	O-2017-01 Approved 1/11/2017 authorized the execution of an Amended and Restated Development Agreement between the City, Pulte and Woodmont, which requires a \$300,000 contribution by the Developer (Pulte) be made toward the City's efforts to improve the existing "Entrances" (as defined in the agreement) to the Woodmont Community in accordance with the Comprehensive Signage Program, prior to the City issuing the first certificate of occupancy for a residential unit.	
		Increase miscellaneous revenues and capital expenditures	300,000
Additional adjustments are recommended:			
	#1	Encumbrance Roll	
		General Fund:	
		Increase expenditure	
		City Manager	25,399
		Human Resources	5,200
		Community Development	23,587
		Public Works	63,750
		Parks & Rec	51,262
		Information Technology	126,668
		Non Departmental	29,583
		Decrease Non-Departmental Encumbrances	(325,449)
		Building Fund:	
		Increase appropriation from fund balance and expenditures	3,719
	#2	Public Services Department	
		General Fund - recognize developer contribution to offset costs for traffic calming in the Mainlands (Central Parc Development)	
		Increase Developer Contribution and Traffic Calming and Contingency (staff time)	7,434
	#3	Fire Rescue	
		Capital Equipment Fund - transfer out from Fire Rescue Fund into Capital Equipment Fund to create Project for Fire Alerting Systems	

FY 2017 BUDGET ATTACHMENT TO TEMPORARY ORDINANCE 2354

FY 2017 BUDGET AMENDMENT #1			
BA#	Item	Summary of Adjustments	Dollar Amount
		Decrease equipment over \$1,000	(250,000)
		Increase interfund transfers out	250,000
		Increase interfund transfers in and capital expenditures	250,000
	#4	Fire Rescue	
		Fire Rescue Fund - Recognize revenue from sale of older 1999 ladder truck netting out \$5,000 for the related advertising and applying \$45,000 toward current unforeseen equipment needs of approximately \$73,000 to replace some emergency management communication equipment.	
		Increase miscellaneous revenues	50,000
		Increase Fire Administration advertising	5,000
		Increase Fire Prevention equipment over \$1,000	45,000
	#5	Community Development Department	
		General Fund - increase funding for Code Enforcement Division N.I.P. IT Program from \$10,000 to \$20,000 to better align with demand levels being experienced in 2017.	
		Decrease Non-Departmental Contingency	(10,000)
		Increase Code Enforcement account used for N.I.P. IT Program	10,000
	#6	City Commission	
		General Fund - increase travel, meals and lodging from \$15,000 to \$25,000.	
		Decrease Non-Departmental Contingency	(10,000)
		Increase travel, meals and lodging	10,000
		Public Services Department	
	#7	Utilities CIAC (Contributions in Aid of Construction) Fund - reimburse the Utilities Renewal & Replacement Fund for amounts totaling \$1,336,654 for expenditures linked to new capacity in connection with various City pipe bursting projects.	
		Increase appropriation from fund balance and transfers out	1,336,654
		Increase interfund transfers and reserves	1,336,654
	#8	Grants / Aid to Organizations	
		General Fund - increase funding for Aid to Organizations as follows: (1) \$6,000 for additional directed contributions by the City Commission and (2) \$2,400 for an additional contribution to Family Central.	
		Decrease Non-Departmental Contingency	(8,400)
		Increase Grants / Aids Miscellaneous	8,400
	#9	Public Services Department	
		Utilities Renewal & Replacement Fund - The City has recently been notified of having received a grant award in the amount of \$250,000 from the US Department of Homeland Security – Federal Emergency Management Agency (FEMA) for the Tamarac Water Treatment Plant Control Room Project.	
		Increase intergovernmental revenues and increase capital outlay expenditures	250,000
	#10	Community Development Department	
		General Fund - initial funding for new HOA Assistance (Beautification) Program.	
		Decrease Non-Departmental Contingency	(50,000)
		Increase Community Development appropriate expense account	50,000
	#11	BSO	
		Federal Law Enforcement Trust Fund - send current cash balance back to Broward County by April 28, 2017	
		Increase appropriation from fund balance and appropriate expense account	100,000
		Total Budget Changes	\$ 33,451,597
		Total Ordinance	\$ 33,451,597
		Difference	\$ -



Title - TR12917 - Colony West Clubhouse - Construction Contract

Item No. 7 (a) on the Regular Agenda. (TR12917) A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to execute that certain construction contract between AD1 Management Inc., and the City of Tamarac, attached hereto as Exhibit "1", for the construction of the new Colony West Clubhouse facility located at 6800 NW 88th Avenue to include property commonly referred to as Cypress Walk Terrace, being more particularly described in Exhibit "A-1", attached hereto and incorporated herein; authorizing an appropriation and expenditure of seven million four hundred and five thousand (\$7,405,000.00) dollars; authorizing the City Manager to approve non-monetary amendments to the construction contract; authorizing the City Manager or designee to approve line item change orders within the approved budget; providing for conflicts; providing for severability; and providing an effective date. - ***Financial Services Director Mark Mason and Public Services Director Jack Strain***

Commission District(s):

District 2

ATTACHMENTS:

Description	Upload Date	Type
❑ Memo	3/27/2017	Cover Memo
❑ Resolution	3/27/2017	Resolution
❑ Exhibit 1 (A-D) - Construction Contract	3/27/2017	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM (17-03-001M)
COMMUNITY DEVELOPMENT

TO: Michael C. Cernech,
City Manager

DATE: March 29, 2017

FROM: Maxine Calloway,
Director of Community Development

RE: TR # 12917: Authorization to
Execute Colony West
Clubhouse Facility
Construction Contract with
AD1 Management Inc.,

Recommendation: The Directors of Community Development, Finance and Public Services recommend that the Mayor and City Commission approve the resolution authorizing the execution of a Construction Contract with AD1 Management Inc., for the construction of the new Colony West clubhouse, cart barn and related facilities at its April 12, 2017 meeting.

Issue: City Commission authorization is needed for AD1 Tamarac Hotels, LLC, through their affiliate AD1 Management Inc., ("AD1") to construct a new clubhouse, cart barn, associated parking and temporary golf operations ("Clubhouse Facility") on City owned property in furtherance of the City's election under that certain Contract for Sale and Purchase, as amended, dated November 10, 2015.

Background: AD 1 Group, LLC, a Florida limited liability company and the City entered into that certain Contract for Sale and Purchase, as amended (the "Contract") for a 2.2455 acre real property located just south of the intersection of Pine Island Road and McNab Road, specifically on the City's golf course site, within the parking lot of the existing Colony West Clubhouse.

Section 5.b. of the Contract provided for a Second Alternate Purchase Price Payment Option which constitutes the construction of a new Clubhouse Facility on site ("Property"). Essentially, in lieu of payment of the Purchase Price of One Million Four Hundred and Five Thousand (\$1,405,000.00), the City can make a determination to have AD1 construct a new Clubhouse Facility, which the City formally elected on December 8, 2015. Section 5.b. of the Contract further required the negotiation and execution of a Construction Contract between the City and AD1 for the construction and completion of the new Clubhouse Facility, said Construction Contract to be entered into prior to the expiration of the Approvals Period (Site Plan Approval), which was recently extended to May 8, 2017.

On May 31, 2016, the City Manager entered into an assignment of the Contract, assigning the rights, title and privileges of the Contract for Sale and Purchase from AD1 Group, LLC to AD1 Tamarac Hotels LLC, the entity created for the hotel project. AD1 Management Inc., the construction arm and affiliate of AD1 Tamarac Hotels, LLC is the party proposing to contract with the City under the Construction Contract for the construction of the new Clubhouse Facility.

The Property on which the new Clubhouse Facility will be constructed is located at 6800 NW 88th Avenue, Tamarac, which contains a total of +/- 6.29 acres and includes the property commonly referred to as Cypress Walk Terrace which is the commercially zoned parcel contiguous to the City's golf course property. The Clubhouse Facility will comprise of a new 18,135 square ft. clubhouse, a 7,541 square ft. cart barn, associated parking stalls and the construction of temporary golf operations.

Pursuant to the proposed Construction Contract, AD1 shall be responsible for any and all construction costs (consisting of labor and materials) and for any and all architectural, engineering and building plans up to and including One Million Four Hundred and Five Thousand (\$1,405,000.00), which represents AD1's maximum contribution and the negotiated purchase price for the 2.2455 acre property being sold to AD1. The City is responsible for the payment of all costs necessary to complete construction of the Clubhouse Facility beyond AD1's maximum financial obligation, not to exceed Six Million (6,000,000.00) Dollars with a total construction cost (to include AD1's contribution) of Seven Million Four Hundred and Five Thousand (7,405,000.00) Dollars.

In addition and in accordance with the Construction Contract, the City proposes to engage AD1 to serve as the developer of the Property, to oversee the development of the Clubhouse Facility and plan, arrange, administer, coordinate, and monitor, on behalf of the City, the development of the Clubhouse Facility, including all design, development and construction services for the project, subject to and in accordance with the terms of the Construction Contract as further abbreviated below.

ANALYSIS: The Construction Contract provides in part, for the following:

Article III – Section 3.2. Budget

Exhibit "C" to the Construction Contract is a line item construction budget and a project Pro Forma summary ("Budget"). The line item budget provides a budgetary guideline in connection with the site preparation, development and construction of the Clubhouse Facility, while the Budget Pro Forma summarizes the "Hard Costs" which are construction related, and the "Soft Costs" which includes the design, permitting, bonds, testing, and other related fees associated with the construction of the Clubhouse Facility. AD1's Pro Forma summary assumes a total construction cost of \$7,722,584 which, staff expects to reduce to a not to exceed \$7,405,000 with the use of value engineering which will be done during the design and development review phase.

In accordance with the Construction Contract, AD1 is required at all times to manage the costs and expenditures of the Clubhouse Facility in compliance with the expenditures set forth in the approved Budget. AD1 may, subject to the terms of the Construction Contract, make any expenditure and incur any obligations provided for in the Budget, which is attached to the Construction Contract as Exhibit "C".

Notwithstanding, the City has estimated a not to exceed expenditure for the Clubhouse Facility of Seven Million Four Hundred and Five Thousand (7,405,000.00) Dollars, which includes a project management fee of four (4%) percent, paid to AD1 for the construction management of the Clubhouse Facility as well as all costs necessary to put the clubhouse, cart barn, parking and temporary operations in service and operational, including furniture, fixtures and equipment.

Article III – Sections 3.3 & 6.5 Schedule:

AD1 has provided a preliminary schedule attached to the Construction Contract as Exhibit "D". The schedule defines and sets forth the major design, procurement, submittal, construction, turnover and other significant dates estimated for the timely and orderly completion of the

Clubhouse Facility. While AD1 may provide monthly updates to the schedule as a part of their monthly reports to the City, a final schedule must be provided to the City on or before the expiration of ten (10) calendar days subsequent to the issuance of the master building permit necessary to commence construction of the Clubhouse Facility.

The schedule contains a substantial completion date and a final completion date, which subjects AD1 to liquidated damages (Article XII, Section 12.1) should AD1 fail to complete the work within seven (7) business days following the specified time as indicated in the schedule, or any authorized extension thereof.

Article V1 – Sections 6.1 & 6.2 Escrowed Funds and Monthly Requests:

Within five (5) calendar days subsequent to the Effective Date, AD1 is required to deposit in escrow with the City's escrow agent (TD Bank, NA) the sum of \$1,405,000.00 constituting the purchase price for the 2.2455 acre parcel being sold to AD1 and AD1's maximum financial obligation under the Construction Contract. TD Bank, NA will hold and disburse the escrowed funds in accordance with the terms of the Construction Contract. Specifically, the disbursement will only occur after review and approval by the City of all the invoices received. The escrowed funds will be released by TD Bank, NA, upon approval by the City, and utilized by AD1 solely for the payment of project costs associated with the Clubhouse Facility.

AD 1 is required to submit to the City during the course of construction of the Clubhouse Facility as part of a monthly report, a monthly draw request substantially in the form of the monthly draw request included in the monthly report for the amounts to be paid by AD1 towards completion of the Clubhouse Facility. Each monthly request will be accompanied by the certifications of AD1 and the Architect of the amounts requested to be disbursed pursuant thereto, original invoices, lien waivers and such other supporting documentation as the City may reasonably request.

Article VI – Sections 6.3 and 6.4:

All costs necessary to complete the construction of the Clubhouse Facility as further outlined in the Budget attached to the Construction Contract as Exhibit "C", over and above the \$1,405,000, which represents AD1's maximum financial obligation will be borne by the City, not to exceed \$6 Million (for a total construction cost of \$7.405 Million). A retainage of ten percent (10%) will be deducted from the payments due to AD1 until such time as fifty percent (50%) of the Clubhouse Facility is completed, at which point, the retainage will be reduced to five percent (5%).

All the appropriate indemnification, insurance and public records requirements have been incorporated into the Construction Contract consistent with the City's requirements.

Fiscal Impact: While Exhibit "C" of the Construction Contract summarizes the costs associated with development of the Clubhouse Facility at \$7,722,584 staff has estimated a not to exceed amount of \$7.405 Million total construction budget, reduced by the purchase price of \$1,405,000.00 for a final additional amount of Six Million (6,000,000.00) Dollars.

This item supports the City's Strategic Plan, Goal #5 providing for "A Vibrant Community" by ensuring the ongoing development of vacant unimproved parcels which effectively stabilize communities and revitalize major corridors. .

Lakme Holloway

Attachments:

Temporary Resolution No. 12917

Exhibit “1” – Construction Contract

Exhibit (1) A – Legal Description: Property

Exhibit (1) A1 – Legal Description: City Land Part 1

Exhibit (1) A1 – Legal Description: City Land Part 2

Exhibit (1) B – Plans & Specifications Part 1

Exhibit (1) B – Plans & Specifications Part 2

Exhibit (1) B – Plans & Specifications Part 3

Exhibit (1) B – Plans & Specifications Part 4

Exhibit (1) C – Budget Proforma Part 1

Exhibit (1) C – Budget Part 2

Exhibit (1) D – Project Schedule

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2017 - _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THAT CERTAIN CONSTRUCTION CONTRACT BETWEEN AD1 MANAGEMENT INC., AND THE CITY OF TAMARAC, ATTACHED HERETO AS EXHIBIT "1", FOR THE CONSTRUCTION OF THE NEW COLONY WEST CLUBHOUSE FACILITY LOCATED AT 6800 NW 88TH AVENUE TO INCLUDE PROPERTY COMMONLY REFERRED TO AS CYPRESS WALK TERRACE, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A-1", ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING AN APPROPRIATION AND EXPENDITURE OF SEVEN MILLION FOUR HUNDRED AND FIVE THOUSAND (\$7,405,000.00) DOLLARS; AUTHORIZING THE CITY MANAGER TO APPROVE NON-MONETARY AMENDMENTS TO THE CONSTRUCTION CONTRACT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPROVE LINE ITEM CHANGE ORDERS WITHIN THE APPROVED BUDGET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac, a Florida municipal corporation ("City") is the owner of certain improved and unimproved real property located in the City of Tamarac, Broward County, Florida, and more particularly described on Exhibit "A-1" (the "Land") to that certain Construction Contract (the "Contract ") attached hereto as Exhibit "1" and made a part hereof; and

WHEREAS, AD 1 Group, LLC, a Florida limited liability company and the City entered into that certain Contract for Sale and Purchase, as amended (the "PSA") for the sale and purchase of a 2.2455 real property located in Tamarac, Florida and which is more particularly described on Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, on May 31st, 2016, AD 1 Group, LLC assigned its rights and obligations arising from the Contract for Sale and Purchase to AD 1 Tamarac Hotels, LLC, the entity created for the hotel project and the City has acknowledged and approved the assignment; and

WHEREAS, Pursuant to Section 5b of the PSA, in lieu of payment of the One Million Four Hundred and Five Thousand (\$1,405,000.00) Dollar Purchase Price, the City elected on December 8, 2015, to have AD1 Tamarac Hotels, LLC, construct a new 18, 135 square feet clubhouse, an approximately 7,541 square feet cart barn, related parking and temporary golf operations ("Clubhouse Facility") on the Land which contains a total +/- 6.29 acres, as more particularly described on Exhibit "A-1" attached hereto and incorporated herein; and

WHEREAS, AD1 Management Inc., the construction arm and affiliate of AD1 Tamarac Hotels, LLC ("AD1") is the party proposing to contract with the City under the Construction Contract for the construction of the new Clubhouse Facility; and

WHEREAS, AD1 shall be responsible for any and all construction costs (consisting of labor and materials) and for any and all architectural, engineering and building plans up to and including One Million Four Hundred Five Thousand (\$1,405,000.00) Dollars, the sale price for the 2.2455 acre property pending sale to AD1 Tamarac Hotels, LLC; and

WHEREAS, the City is responsible for the payment of all costs necessary to complete construction of the Clubhouse Facility beyond AD1's maximum financial obligation, not to exceed Six Million (6,000,000.00) Dollars with a total construction cost (to include AD1's contribution) of Seven Million Four Hundred and Five Thousand (7,405,000.00) Dollars; and

WHEREAS, City staff and AD1 have agreed upon a maximum construction cost to include a construction management fee of four (4%) percent of the construction cost, not to exceed Seven Million Four Hundred and Five Thousand (7,405,000.00) Dollars; and

WHEREAS, a budget amendment to recognize and appropriate these funds will be included in the first budget amendment for Fiscal Year 2017; and

WHEREAS, the Directors of Community Development, Financial Services, and Public Services recommend that the appropriate City Officials execute the Construction Contract with AD1 Management Inc., and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to authorize the execution of the Construction Contract between the City of Tamarac and AD1 Management Inc., for the construction of a new Clubhouse Facility with a not to exceed construction cost of \$7,405,000.00; a copy of said Contract is included herein as Exhibit "1" (attached hereto, incorporated herein, and made a specific part thereof).

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

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

SECTION 2: It is hereby found and determined that the authorization to execute the Contract with AD1 Management, Inc., is in the best interest of the City of Tamarac and the residents and businesses located within the described area.

SECTION 3: The appropriate City officials are hereby authorized to execute a Construction Contract with AD1 Management, Inc., a copy of said Contract is attached hereto as Exhibit "1".

SECTION 4: An appropriation in the amount not to exceed \$7,405,000.00 is hereby approved and will be included in the first Budget Amendment in Fiscal Year 2017, pursuant to F.S. 166.241(2).

SECTION 5: The City Manager is hereby authorized to amend the Construction Contract, from time to time, but only for minor non-monetary changes or modifications consistent with the tenor of the original approval by this City Commission.

SECTION 6: The City Manager or his designee is hereby authorized to approve and initiate Change Orders in amounts not to exceed \$65,000.00 per Section 6-147 of the City Code, and close the Contract, 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 Contract.

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

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

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

PASSED, ADOPTED AND APPROVED this day of , 2017.

HARRY DRESSLER,
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN,
CITY ATTORNEY

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT ("Contract"), made as of _____, 2017 by and between AD 1 Management, Inc., a Florida corporation, an affiliate of AD 1 Tamarac Hotels, LLC ("AD 1") having a principal office at 1955 Harrison Street, Suite 200, Hollywood, FL and the City of Tamarac, a Florida municipal corporation ("City"), having its principal office at 7525 NW 88th Avenue, Tamarac, Florida 33321.

PRELIMINARY STATEMENT

A. AD 1 Group, LLC, a Florida limited liability company and the City entered into that certain Contract for Sale and Purchase, as amended (the "Contract") for real property ("Property") located in Tamarac, Florida and which is more particularly described on Exhibit "A" attached hereto and incorporated herein.

B. AD 1 Group, LLC assigned its rights and obligations arising from the Contract for Sale and Purchase to AD 1 Tamarac Hotels, LLC on May 31st, 2016 and the City has acknowledged and approved the assignment.

C. Pursuant to Section 5b of the Contract, on December 8, 2015, in lieu of payment of the Purchase Price, the City elected to have AD 1 construct a new Colony West Golf Clubhouse on the land located at 6800 NW 88th Avenue, Tamarac, Florida (the "Land"), which Land contains a total +/- 6.29 acres and includes property commonly referred to as Cypress Walk Terrace (Folio #494109060123), as more particularly described on Exhibit "A-1" attached hereto and incorporated herein.

D. AD1 shall be responsible for any and all construction costs (consisting of labor and materials) and for any and all architectural, engineering and building plans up to and including One Million Four Hundred Five Thousand (\$1,405,000.00) Dollars (the "Maximum AD1 Financial Obligation").

E. The City is desirous of utilizing the services and experience of AD 1 in connection with the development, design and construction of the Project, and AD 1 desires to render such services, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, City and AD 1 agree as follows:

ARTICLE I - DEFINITIONS

1.1 Definitions. As used herein, the following terms shall have the respective meanings indicated below:

(a) "Affiliate(s)" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies

of a Person, whether through the ownership of voting securities, by contract or otherwise.

(b) "Architect" means, collectively, David L. Wallace & Associates, P.A. or such other architect selected by AD 1 and approved by City in its reasonable discretion pursuant to the terms hereof as the architect of the Project.

(c) "Budget" has the meaning set forth in Section 3.2.

(d) "Change Order" means any written alteration or modification to a contract executed by the city in accordance with the terms of the contract, directing AD 1 to make changes due to unanticipated conditions or developments, which do not substantially alter the character of the work contracted for, and which do not vary so substantially from the original specifications as to constitute a new undertaking.

(e) "City" means the City of Tamarac, a Florida municipal corporation.

(f) "Claim" shall mean a demand or assertion by either the City or AD 1 seeking as a matter of right, payment of money or other relief with respect to the terms of the subject construction contract. The term "Claim" shall also include other disputes and matters in question between the City and AD 1 arising out of or relating to this Contract.

(g) "Clubhouse Facility" means clubhouse, cart barn/maintenance building, temporary golf operations and related parking.

(h) "Completion Date" means the date the Project is Substantially Complete.

(i) "Contract" has the meaning set forth in the preamble above.

(j) "Construction Inspector" means the Public Services Director for the City of Tamarac or any other person or persons designated by the City from time to time, whose fees and expenses shall be paid by City.

(k) "Contract Documents" shall mean the Purchase and Sale Agreement and the subject Contract.

(l) "Contractor" means AD1 or such other general contractor selected by AD 1 and approved by City in its reasonable discretion pursuant to the terms hereof as the general contractor for the Project.

(m) "Effective Date" shall mean the date the City Commission of the City of Tamarac approves and authorizes the execution by the Mayor of this Construction Contract.

(n) "Engineer" means Sun-Tech Engineering, Inc., or such other engineer selected by AD 1 and approved by City in its reasonable discretion pursuant to the terms hereof to provide engineering services for the Project.

- (o) "Escrow Agent" means TD Bank, NA.
- (p) "Final Completion" has the meaning set forth in Section 6.7.
- (q) "Force Majeure" means the inability to obtain equipment or building materials, despite the timely and diligent effort by AD 1 to obtain such equipment and materials or the inability of AD 1 or City to perform their respective obligations hereunder (excluding, however, any obligation to pay money), due to, in whole or in part, acts of God, fire, earthquake, flood, rainfall or other weather delays which interfere with construction, vandalism, accidents, acts or delays of public agencies or governmental bodies, any moratorium on the issuance of governmental approvals or utility service connections or other similar government actions, strikes, union labor disputes or other union work stoppages, freight embargoes or inability to obtain basic materials, supplies or fuels, or other similar events beyond the reasonable control of (and not caused by the negligence of) AD 1 or City, as applicable.
- (r) "Hazardous Materials" has the meaning set forth in Section 3.7.
- (s) "Improvements" means the buildings, structures (surface and subsurface) and other improvements making up the Project, as set forth in the Plans and Specifications.
- (t) "Land" The real property described on Exhibit "A-1" attached hereto and made by this reference a part hereof.
- (u) "Legal Requirements" means published statutes, ordinances, orders, rules, regulations, permits, licenses, authorizations, directions and requirements of governments and governmental authorities, which are applicable to the Premises and the operation thereof, including, without limitation, those relating to zoning, building, and life/safety.
- (v) "Monthly Request" has the meaning set forth in Section 6.2.
- (w) "Monthly Report" has the meaning set forth in Section 6.9.
- (x) "Person" means any natural person or any corporation, partnership (general, limited or other), limited liability company, company, trust, business trust, cooperative or association
- (y) "Plans and Specifications" The plans and specifications for the Project prepared by AD1's Architect, a copy of which is attached hereto and incorporated herein as Exhibit "B." as modified and approved by City in accordance with this Contract.
- (z) "Premises" means the Land and Improvements, collectively, and City's interest therein, and any greater estate or interest hereafter acquired, together with all entrances, exits, rights of ingress and egress, easements and appurtenances belonging or pertaining thereto.

(aa) "Project" shall be defined as a golf clubhouse facility consisting of +/- 18,135 square feet, +/- 7,227 square feet of which shall be cart barn and maintenance space, associated parking and temporary golf operations.

(bb) "Project Costs" means all hard and soft costs associated with the construction of the Project, including without limitation, project management fees in an amount equal to (4%) percent of the final budgeted project costs, insurance premiums, bonds and general conditions.

(cc) "Punch List Items" has the meaning set forth in Section 6.6.

(dd) "Retainage" means the amount of money as referenced in Section 6.4 retained by the City until the completion of the Project, which shall include the completion of all Punch List Items to the satisfaction of the City.

(ee) "Schedule" means the preliminary design and construction schedule for the Project schedule attached hereto as Exhibit "D." Exhibit "D" shall be amended to replace the preliminary Schedule with the final Schedule on or before the expiration of ten (10) calendar days subsequent to the issuance of the master building permit necessary to commence construction of the clubhouse facility.

(ff) "Substantial Completion" or "Substantially Completed" means the construction of the Improvement has been substantially completed in accordance with the Plans and Specifications, other than Punch List Items, and either temporary or permanent certificates of occupancy has been issued.

(gg) "Substantial Completion Date" means the date the Improvement is Substantially Completed.

(hh) "Work" means the entire completed construction of the Project. Work shall include and is the result of performing and providing all services, labor, and documentation necessary to produce such construction of the Project as required by the terms of this Agreement.

1.2 References. Except as otherwise specifically indicated, all references to Article, Section and Subsection numbers refer to Articles, Sections and Subsections of this Contract, and all references to Exhibits refer to the Exhibits attached hereto. The words "herein", "hereof", "hereunder", "hereinafter" and words of similar import refer to this Contract as a whole and not to any particular Article, Section or Subsection hereof. The terms "include" and "including" shall each be construed as if followed by the phrase "without being limited to." Unless expressly stated to the contrary, reference to any Section includes the Subsections thereof.

ARTICLE II - APPOINTMENT

2.1 Appointment. City hereby engages AD 1, and AD 1 hereby accepts such engagement, to serve as the developer of the Property, and in connection therewith, AD 1 shall oversee the development of the Project and plan, arrange, administer, coordinate and monitor, on behalf of City, the development of the Project, including all design, development and construction services for the Project, subject to and in accordance with the terms of this Contract.

AD 1 hereby agrees to diligently perform its duties hereunder in a manner at least equal to the standard of care and quality of services necessary to develop the Project.

ARTICLE III - PROJECT IMPLEMENTATION; AD 1'S DUTIES

3.1 Design. AD 1 will, on behalf of City, coordinate with the Architect and other advisors, consultants, engineers, site planners and professional advisors (individually, a "Consultant" and collectively, "Consultants") to complete the Plans and Specifications for the Project. The Plans and Specifications shall include architectural plans, landscaping plans and interior design schemes. AD 1 shall consult with the Architect, and the Architect shall prepare the final Plans and Specifications for the Project. The final Plans and Specifications as approved by the City shall be used in the construction of the Project. Exhibit B to the Contract shall be modified to replace the preliminary Plans and Specifications with the final Plans and Specifications in accordance with the terms set forth herein.

3.2 Budget. Attached hereto as Exhibit C is an outline budget (the "Budget") which identifies on a line item basis the estimated Project Costs and provides budgetary guidelines in connection with the design, development and construction of the Project. AD 1 shall at all times manage the costs and expenditures of the Project in compliance with the expenditures set forth in the approved Budget. AD 1 may, subject to the terms of this Contract, make any expenditures and incur any obligations provided for in the Budget. AD 1 shall use prudence and diligence and shall employ its commercially reasonable efforts to ensure that the actual costs incurred for each line item in the Budget shall not exceed the amount established for such line item. AD 1 shall advise City in each Monthly Report if it appears that the total costs in any line item specified in the Budget will exceed the amount budgeted therefor. All expenses shall be charged to the proper line item in the Budget, and, no expenses may be classified or reclassified for the purpose of avoiding an excess in the budgeted amount of a line item without City's prior written approval (which shall not be unreasonably withheld, conditioned or delayed). AD 1 shall give City prior written notice of the request to use any amounts in the contingency (inclusive of hard cost and soft cost) and shall obtain City's written approval prior to requesting the use of any contingency amount. AD 1 shall be permitted to apply any excess amount in any particular hard cost budget line item to other hard cost items and likewise for soft items so long as the overall budget is not exceeded.

3.3 Schedule. After the City's approval of the final Specifications pursuant to Section 3.1 above, AD 1 shall propose for City's approval (which shall not be unreasonably withheld, conditioned or delayed) an update of the Schedule, which update shall define and set forth the major design, procurement, submittal, construction, turnover and other significant dates estimated for the timely and orderly completion of the Project (both Substantial Completion and Final Completion). AD 1 shall use commercially reasonable efforts to perform its obligations hereunder in accordance with the Schedule, the provisions of this Contract and Legal Requirements. AD 1 shall update the Schedule on a monthly basis, which updated Schedule shall be included in the Monthly Report. In the event any such updated Schedule indicates any delays, AD 1 shall propose an affirmative plan to correct such delay, including overtime and/or additional labor, if necessary, and AD 1 and City shall then determine whether or not such affirmative plan shall be implemented, and if so, any additional costs will be incorporated in to the Budget.

3.4 Duties and Services. In addition to the duties and services described elsewhere in this Contract, AD 1 shall:

- (a) subject to the Budget, arrange for the preparation of engineering studies and other third party studies related to the development of the Project;
- (b) review and consult with the Architect and Engineer in their preparation of architectural and engineering plans and specifications for the Project;
- (c) coordinate the preparation by Architect and Engineer of a pricing set, construction set and "as-built" set of drawings and Specifications to be provided to the Architect by the Contractor;
- (d) obtain or cause Contractor to obtain building permits, utility approvals and connection permits, permits or approvals required under the Environmental Laws, construction approvals required to be obtained under any of the contracts and all other licenses, permits and governmental approvals required in connection with the development of the Project. Actual fees for permits are to be a direct pass through cost;
- (e) negotiate the business terms and submit, for City's review and approval, the agreements with the Architect, Engineer and consulting agreements and the trade contracts and such other agreements as AD 1 recommends be executed in connection with the development of the Project. Additionally, AD 1 shall provide the City a collateral Assignments of Contract executed in favor of the City by the Architect and the Engineer.
- (f) coordinate and manage the performance of the Architect, the Engineer , the Contractor and the consultants in connection with the development of the Project and monitor such activities and services provided by the foregoing in accordance with the terms of their respective agreements, the Schedule and the Budget;
- (g) maintain complete financial records and impose appropriate financial and accounting controls and cause the Architect to maintain a set of working drawings and Plans and Specifications, and addenda and change orders thereto at the Project or such other location as may be approved by City in its reasonable discretion;
- (h) to the extent AD 1 has knowledge of the same, promptly advise City of any material disputes, or potential material disputes, with any of the development team, any adjoining property, City or any other party relating to the Project;
- (i) assist all trade contractors to be bonded in such amount and with such sureties as may be approved by City in its reasonable discretion;
- (j) respond promptly to any questions from City regarding the work or progress of construction, construction methods, scheduling, and the like;

(k) copy City on all material notices received by AD 1 from the Architect, the and any governmental authorities; and

(l) ensure that all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete the Project in accordance with the terms and conditions of this Contract and the Project Plans and Specifications are furnished.

(m) coordinate and oversee all the work and labor necessary to construct the Project.

(n) Cause Contractor to furnish each subcontractor or material supplier with a copy of its Public Construction Bond within five (5) days of subcontractors' work or material supplying and shall maintain records to establish that notice. A copy of said notice shall be provided to the City at time of issuance of the Public Construction Bond.

(o) on or before the Substantial Completion Date, AD 1 shall cause Contractor to provide to the City a Warranty Bond which shall serve to guarantee all work and materials for a period of one (1) year from the date of final acceptance by the City. Upon receipt of written notification from the City, AD 1 shall cause Contractor to correct any defective or faulty work or materials which may appear within one (1) year after completion of the Contract and receipt of final payment. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice.

(p) cause Contractor to comply with the provisions of Section 255.05, Florida Statutes, if applicable. Cause Contractor to pay promptly, before final settlement, any and all claims or liens by subcontractors or material suppliers, incurred in connection with the Project. Cause Contractor to furnish release of liens forms from all subcontractors and suppliers of materials. Release of lien forms to be utilized shall be supplied by City.

(q) Ensure that all rubbish, debris, excess material, tools and equipment is removed and cleaned up from streets, alleys, parkways and adjacent property that may have been used or worked on in connection with the Project.

(r) observe and comply with the provisions of the charter, ordinances, codes and regulations of the City of Tamarac, as well as all federal, state and local laws.

(s) perform such other tasks as set forth in the Contract Documents.

(t) Cause Contractor to provide all required bonds, insurance certificates and any other required security for performance of the Project within fifteen (15) days prior to commencement of construction as reflected in the schedule attached as Exhibit "D".

(u) AD 1 shall be held responsible for the care, protection and condition of all work until Final Completion and acceptance thereof, and will be required to make

good at its own cost any damage or injury occurring from any cause resulting from their acts or omissions and to cause the Contractor to make good at its cost any damage or injury occurring from Contractor's acts or omissions or the acts or omissions of Contractor's subcontractors or suppliers.

(v) perform generally such other acts and things as may be reasonably required in accordance with this Contract for the general supervision and coordination of the planning, design, development and construction of the Project and advising and consulting with City and any consultants with respect thereto.

(w) perform its duties and exercise its rights hereunder in a timely and professional manner and shall exercise its rights and perform its duties in good faith and in the best interest of City.

(x) Upon receipt of notice from Contractor, notify the City in writing of any change in the names and addresses of each subcontractor proposed for principal parts of work associated with the Project and, upon receipt of written notice from City within a reasonable time, notify Contractor of any objection City may have to the employment of a given subcontractor.

3.5 Limitations on Authority of AD 1. Notwithstanding anything to the contrary herein, AD 1 shall not, without the prior approval of City, take any of the following actions:

(a) modify or terminate any of the agreements to which City is bound from time to time except as otherwise expressly provided herein;

(b) enter into, in its own behalf or on behalf of City, any agreements or contracts subsequent to the date of this Contract relating to the design, construction or development of the Project, or any portion thereof, or modify, waive any right under, consent to the assignment of, terminate or enforce any such agreement or contract, without the City's approval; and

(c) except as expressly permitted hereby, modify the Budget, the Plans and Specifications or the Schedule.

3.6 Employees and Project Staffing.

(a) AD 1 shall be responsible for the management of the construction and development of the Project.

(b) AD 1 shall assign to the Project such staff as may be reasonably required to perform its duties hereunder with due diligence and to cause the Project to be completed in accordance with the Schedule. AD 1 shall have the right to change staff members at any time and from time to time provided AD 1 shall furnish City with notice of any substitution and such substitute person shall be qualified.

(c) All persons, other than independent contractors, employed by AD 1 in the performance of its responsibilities hereunder shall be exclusively controlled by and

shall be the employees of AD 1 and not of City, and City shall have no liability, responsibility or authority with respect thereto. All matters pertaining to the employment, supervision, compensation, benefits, payment of taxes, promotion and discharge of AD 1's employees shall be vested solely with AD 1 and City shall not have any rights or obligations with respect thereto. AD 1 shall comply fully with all Legal Requirements having to do with worker's compensation insurance, Social Security, unemployment insurance, hours at labor, wage, working conditions and other employer-employee related subjects. Without limiting the foregoing, AD 1 shall not discriminate on the basis 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. AD 1 shall also be an equal opportunity employer as required by all laws applicable to AD 1.

(d) This Contract does not create an employee/employer relationship between City and AD 1. It is the intent of the Parties that AD 1 is an independent contractor under this Contract 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. AD 1 shall retain sole and absolute discretion in the judgment of the manner and means of carrying out AD 1's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Contract shall be those of AD 1, which policies shall not conflict with City, State, or United States policies, rules or regulations relating to the use of AD 1's funds provided for herein. AD 1 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 Contract shall not be construed as creating any joint employment relationship between AD 1 and the City and the City will not be liable for any obligation incurred by AD 1, including but not limited to unpaid minimum wages and/or overtime premiums.

3.7 Hazardous Materials. If AD 1 becomes aware of the existence of hazardous materials, wastes, toxic substances, asbestos or asbestos-containing materials and the like (hereinafter, "Hazardous Materials") at, in, on or under the Land, AD 1 shall immediately notify City of the condition, both orally and in writing, and shall consult with City regarding the best course of action in regard thereto. AD 1 shall use its good faith, commercially reasonable efforts to prevent the occurrence of Hazardous Materials at the Premises and shall cooperate with City in abating and remedying any Hazardous Materials at the Premises and in operating the Premises so as to avoid and/or eliminate any hazardous condition.

3.8 Indemnification. AD 1 hereby agrees, unconditionally, absolutely, and irrevocably, to indemnify, defend, and hold harmless CITY, its affiliates, successors, assigns, and the officers, directors, employees, and agents of CITY, against and in respect of:

- a) any loss, liability, cost, injury, expense, or damage of any and every kind whatsoever (including without limitation, court costs and attorneys' fees and expenses) which at any time or from time to time may be suffered or incurred in connection with any inquiry, charge, claim, cause of action, demand, or lien made or arising as a result of the introduction of a Hazardous Substance onto the Land during the construction of the Project, expressly excluding any Hazardous Substance that was present on the Land prior to the commencement of construction by Contractor, whether now or unknown, including without limitation, any costs, fees, or expenses incurred in connection with the removal, encapsulation, or other treatment of Hazardous Substances from or on the Land as a result of the Project. For the avoidance of doubt, AD1 shall have no obligation with respect to any unforeseen Hazardous Substance discovered on the Land during construction of the Project.
- b) any loss, liability, cost, expense, or damage (including without limitation, attorneys' fees) suffered or incurred as a result of or arising out of or in connection with any failure of the Contractor or any subcontractor to comply with all applicable environmental protection laws, ordinances, rules, and regulations relating to health, safety, or the environment, and any litigation, proceeding, or governmental investigation relating to such compliance or non-compliance; and

3.9 Survival.

(A) The provisions of and undertakings and indemnification set out in this Indemnity shall survive the substantial completion of the Project and shall continue to be the personal liability, obligation, and indemnification of AD 1, binding upon AD 1, forever.

(B) This Indemnity shall be continuing, irrevocable, and binding on AD 1 and its respective successors and assigns and shall inure to the benefit of City and City's successors and assigns. AD 1's obligations hereunder may not be assigned. The dissolution of AD 1 shall not affect this Indemnity or any of AD 1's obligations hereunder.

3.10 Indemnification Procedure.

(A) AD 1 shall notify City within five (5) calendar days upon receipt of any inquiry, notice, claim, charge, cause of action, or demand pertaining to the matters indemnified hereunder, including without limitation any notice of inspection, abatement, or noncompliance, stating the nature and basis of such inquiry or notification. AD 1 shall within five (5) calendar days deliver to City any and all documentation or records as City may request in connection with such notice or inquiry, and shall keep City advised of any subsequent developments.

(B) City shall give written notice to AD 1 of any claim against City which might give rise to a claim by City against AD 1 under this Indemnity stating the nature and basis of the claim, the amount thereof, and reasonable best estimate of the amount of AD 1's liability to City in connection therewith.

(C) If any action shall be brought against City, then after City notifies AD 1 thereof as provided in paragraph 12.5, AD 1 shall be entitled to participate therein, and to assume the

defense thereof at the expense of AD 1 with counsel reasonably satisfactory to City and to settle and compromise any such claim or action; provided, however, that City may elect to be represented by separate counsel, at City's expense, and if City so elects, such settlement or compromise shall be effected only with the consent of City, which consent shall not be unreasonably withheld.

(D) AD 1 shall make any payment required to be made under this Indemnity promptly, and shall make such payment in cash in the amount thereof. In the event that such payment is not made forthwith, City, at its sole election and in its sole discretion, may proceed to suit against AD 1.

ARTICLE IV - INSURANCE

4.1 City's Insurance. City shall procure and maintain until Final Completion, at its sole cost and expense, the following insurance coverages:

(a) Proof of commercial general liability and property coverage for the public property covered.

4.2 AD 1's Insurance. AD 1 shall procure and maintain until Final Completion, at its sole cost and expense, the following insurance coverages:

(a) worker's compensation and employer's liability insurance, covering AD 1's employees engaged to perform any work under this Contract, at no less than statutory requirements and with an employer's liability limit of not less than \$1,000,000 per accident or disease;

(b) non-occupational disability insurance when required by law;

(c) automobile liability insurance covering owned (if applicable), leased (if applicable), hired and non-owned vehicles, providing coverage of \$1,000,000 combined single limit coverage for bodily injury and property damage; and

(d) commercial general liability insurance (including personal injury liability coverage), naming the City as an additional insured, with a minimum per occurrence limit of at least \$1,000,000 and a general aggregate limit of \$1,000,000; and

(e) excess umbrella liability insurance coverage insuring losses in excess of the insurance required under Sections 4.2(c) and (d) up to a total limit of \$1,000,000 on an occurrence basis; and

(f) 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.

4.3 Third party Insurance. AD 1 agrees to recommend the hiring of only qualified, reputable, licensed and insured contractors to work at the Project, and to require each contractor, at such contractor's sole cost and expense, to:

(a) have in force, prior to commencement of any work, Worker's Compensation Insurance in compliance with statutory requirements, Employer's Liability Insurance in a minimum amount of Five Hundred Thousand Dollars (\$500,000) per accident or occurrence;

(b) automobile liability insurance covering owned (if applicable), leased (if applicable), hired and non-owned vehicles, providing coverage of \$1,000,000 combined single limit coverage for bodily injury and property damage;

(c) commercial general liability insurance (including personal injury liability coverage), naming the City as an additional insured, with a minimum per occurrence limit of at least \$1,000,000 and a general aggregate limit of \$1,000,000; and

(d) excess umbrella liability insurance coverage insuring losses in excess of the insurance required under Sections 4.3(b) and (c) up to a total limit of \$1,000,000 on an occurrence basis; and

(e) When appropriate, Builder's Risk and property insurance upon the entire Project to its full insurable value, which insurance shall insure against the perils of fire and extended coverage and shall include all risk insurance for physical loss or damage, extra-expense and loss of rental income, including, without duplication of coverage, theft, vandalism and malicious mischief; and

(f) When appropriate, 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.

(g) add City and AD 1 as additional insureds under the contractor's aforementioned liability coverages (excluding Professional Liability); and

(h) provide to City insurance certificates evidencing and confirming the contractor's compliance with the above requirements prior to commencing work under the relevant contract.

AD 1 acknowledges that City will have the right, from time to time, upon reasonable notice to AD 1, to change the insurance requirements set forth above and existing contractors shall have reasonable period of time to comply.

4.4 General Requirements.

(a) As referenced in Sections 4.2 and 4.3 herein, all insurance obtained by the parties pursuant to this Contract shall be maintained in effect until Final Completion and shall be written with companies with a rating A-VIII or better by A.M. Best and licensed to do business in Florida. All policies obtained by either party may be included in blanket policies, provided such limits and coverage apply on a per location basis. All deductibles shall be the sole and exclusive responsibility of the party

obligated to maintain the insurance hereunder. Each policy maintained by AD 1, Architect, Engineer, Contractor and trade contractors shall name City as an additional insured on a primary and non-contributory basis. The parties shall, with regard to the coverage required of it, deliver certificates of insurance evidencing the required coverage to the other party within ten (10) days after the date of this Contract or within ten (10) days prior to the expiration of any policy already in effect.

(b) All general liability insurance shall be written to apply to all bodily injury (including death), property damage, personal injury, advertising injury and other covered loss, however occasioned, which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

(c) Each party shall immediately provide a notice to the other party of any notice or communication from any insurance carrier purporting to cancel, terminate or reduce any insurance coverage maintained by such party hereunder. Each party shall provide a notice to the other party at least forty-five (45) calendar days (ten (10) days in the case of non-payment of premium) prior to any cancellation by such party of any insurance policy or any change in such party's insurance carriers.

(d) In the event of any loss or claim under a policy of insurance maintained by or on behalf of either party with respect to the Project, both parties shall fully cooperate with each other and comply with the conditions and terms of such insurance policies to the end that payment may be obtained for any covered loss; provided, however, that nothing herein shall authorize AD 1 to compromise or settle any loss or claim under a policy of insurance maintained by or on behalf of City

(e) Anything in this Contract to the contrary notwithstanding, each party hereto hereby waives with respect to the other party, any and all rights of recovery, claim, action or cause of action, against such other party and such other party's respective agents, officers and employees for any loss or damage the waiving party may have suffered but only to the extent such loss or damage is covered by insurance and such waiving party received the proceeds of the same.

ARTICLE V - COVENANTS

AD1 hereby covenants and agrees with the City as follows:

- 5.1 Construction Contract. Upon execution and delivery of this Contract, AD 1 will not: (i) permit any default under the terms of this Contract, (ii) waive any of the obligations of Contractor thereunder, (iii) do any act which would relieve AD1 from its obligations to manage and oversee the construction of the Improvements according to the Plans and Specifications.
- 5.2 Commencement and Completion of Construction. AD1 will commence construction of the Project in compliance with the project scheduled as set forth in Exhibit "D" attached hereto , and will diligently pursue said construction of Project pursuant to the Plans and Specifications without deviation unless with the

prior written approval of City. AD1 will provide satisfactory evidence of full compliance with all of the above matters upon request therefor by City.

- 5.3 Right of City to Inspect Premises. AD1 shall permit City and its representatives and agents and Construction Inspector to enter upon the Premises and to inspect the Improvements and all materials to be used in the construction thereof and will cooperate with City and its representatives and agents during such inspections (including making available to City working copies of the Plans and Specifications); provided, however, that this provision shall not be deemed to impose upon City any obligation to undertake such inspections or any liability for the failure to detect or failure to act with respect to any defect which was or might have been disclosed by such inspection.
- 5.4 Correction of Defects. Unless AD1 demonstrates to City that such corrective work is inappropriate or inconsistent with the Plans and Specifications, AD1 will cause Contractor to promptly correct all defects in the Improvements or any departure from the Plans and Specifications not previously approved in writing by City.
- 5.5 Soil Test. AD1 shall obtain and provide to City such soil tests of the Land as City may request.
- 5.6 Additional Documents. AD1 shall:
- (a) Regarding Construction. Upon receipt of written request from City, furnish to City all instruments, documents, boundary surveys, footing or foundation surveys, certificates, plans and specifications, appraisals, title and other insurance reports and agreements, and each and every other document and instrument that as may be required by the City;
 - (b) Regarding this Contract. Do and execute all and such further lawful and reasonable acts, conveyances and assurances for the better and more effective carrying out of the intents and purposes of this Contract as City shall reasonably require from time to time.
- 5.7 Easements and Restrictions. Any proposed easements, permits, licenses and other instruments which would or might affect the title to the Premises shall be submitted to City for City's approval prior to the execution, accompanied by a survey showing the exact proposed location thereof and such other information as City shall reasonably require.
- 5.8 Compliance with Requirements. AD1 shall comply promptly with each and every requirement under this Contract and shall furnish City, on demand, independent

evidence of such compliance. Without limiting the foregoing, if either or both the so-called Federal Clean Air Act, as amended, or the Federal Water Pollution Control Act, as amended, are applicable to the Premises, AD1 represents that the Improvements are not in violation of such Acts and any of the rules, regulations and orders issued thereunder, and AD1 represents and warrants with City, so long as AD1 is obligated to City under this Contract, that construction will take place and be completed in conformity with such Acts.

5.9 Compliance with Restrictive Covenants and Easements. AD1 shall comply with all restrictive covenants and easements affecting the Premises, if any.

5.10 Mechanics and Materialmen. AD1 shall furnish to City, upon request at any time, and from time to time, affidavits listing all materialmen, subcontractors and any other parties who might or could claim statutory or common law liens and are furnishing or have furnished material or labor to the Premises or any portion thereof, together with affidavits, or other evidence satisfactory to City, showing that such parties have been paid all amounts then due for labor and materials furnished to the Premises. In addition, AD1 will notify City immediately, and in writing, if AD1 receives any notice, written or oral, from any laborer, subcontractor or materialmen to the effect that said laborer, subcontractor or materialmen has not been paid when due for any labor or material furnished in connection with the construction of the Improvements. In addition, AD1 shall furnish to City, at any time and from time to time upon demand by City, lien waivers bearing a then current date.

5.11 Time of Essence. In as much as the provisions of this Contract relating to the times of performance and completion of the Project are for the purpose of enabling the City to complete the construction of a public improvement in accordance with a predetermined program, all such time limits are of the essence of the Contract.

ARTICLE VI

REQUEST FOR PAYMENT; COMPLETION; RECORDS AND REPORTS

6.1 Escrowed Funds. Within five (5) calendar days subsequent to the Effective Date, AD1 shall deposit in escrow with Escrow Agent the sum of \$1,405,000.00 constituting the Maximum AD1 Financial Obligation (the "Escrowed Funds"). Escrow Agent shall hold and disburse the Escrowed Funds in accordance with the terms of this Contract. The Escrowed Funds may be released by Escrow Agent and utilized by AD1 solely for the payment of Project Costs.

6.2 Monthly Requests. AD1 shall be primarily obligated to pay for all Project Costs incurred in accordance with the Budget (as the same may be modified pursuant to the provisions of this Contract) up to the Maximum AD1 Financial Obligation, which shall be paid out of the Escrowed Funds. AD 1 shall submit to City during the course of construction of the Project as part of the Monthly Report a monthly draw request substantially in the form of the monthly draw

request included in the Monthly Report (the "Monthly Request") for the amounts to be paid by AD1 towards completion of the Project for the applicable Monthly Request. Each Monthly Request shall be accompanied by the certifications of AD 1 and Architect of the amounts requested to be disbursed pursuant thereto, original invoices, lien waivers and such other supporting documentation as City may reasonably request. Not more than one (1) Monthly Request shall be submitted to City each month. Within seven (7) business days after receiving the Monthly Request, City shall review the Monthly Request and notify AD 1 of those items in the Monthly Request, if any, not approved by City in its reasonable discretion. Any item not approved by City shall contain a written explanation as to why said item was not approved and AD 1 shall have the opportunity to re-submit said item within seven (7) business days whereby the approval process shall be the same as above. Once approved, the requested sums shall be paid out of the Escrowed Funds to AD1 and AD1 shall remit the funds to the appropriate entity for the payment of such items.

A. Claims and Disputes between AD1 and City: The Architect will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work, and claims under paragraph 6.2 (a) in respect of changes in the Schedule will be referred initially to Architect in writing with a request for a formal decision in accordance with this paragraph and as follows:

1. Written notice of each claim, dispute and other matter shall be delivered by the claimant to Architect and the other party to the Agreement promptly (but in no event later than 30 days) after the start of such occurrence or event giving rise thereto;

2. Written supporting data shall be submitted to Architect and the other party within thirty (30) days after the start of such occurrence of event unless Architect allows an additional period of time for the submission of additional or more accurate data in support of the claim, dispute or other matter;

3. The opposing party shall submit any response to Architect and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless Architect allows additional time).

4. Architect will render formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph.

5. Architect's written decision on such claim, dispute or other matter will be final and binding upon City and AD1 unless a written notice of intention to appeal from Architect's written decision is delivered by City or AD1 to the other and to Architect within thirty (30) days after the date of such decision; and,

6. Within a further thirty (30) days, a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty (60) days of the date of such decision, unless otherwise agreed in writing by City and AD1.

6.3. Project Costs Over Maximum AD1 Financial Obligation. The City shall be responsible for the payment of all costs necessary to complete construction of the Project that exceed the Maximum AD1 Financial Obligation (the “City Financial Obligation”). In this regard, AD 1 shall provide evidence satisfactory to City that it has expended an amount equal to the Maximum AD1 Financial Obligation in connection with the construction of the Project (the “AD1 Threshold Notice”). After delivery of the AD1 Threshold Notice, AD1 shall continue to submit Monthly Draw Requests and the City shall pay the amounts requested in the Monthly Requests in the manner set forth in Section 6.2 hereof. t In this regard, prior to the commencement of construction , the City shall furnish to AD1 written evidence that the City has the funds necessary to complete the construction of the Project once the Maximum AD1 Financial Obligation has been met.

6.4 Retainage. A retainage of ten percent (10%) will be deducted from the payments due to the Contractor until such time as fifty percent (50%) of the Project is completed, at which point the retainage will be reduced to five percent (5%).

6.5 Substantial Completion. AD 1 will use commercially reasonable efforts to perform its services hereunder in a manner that will facilitate the Substantial Completion of the Project on or before the date set forth in the Schedule attached as Exhibit “D” for the Substantial Completion Date; provided that the projected Substantial Completion Date and the Budget shall be adjusted equitably, subject to terms and conditions of this Contract, to account for any obstruction with or delay in performance of the Project due to Force Majeure, or acts or omissions of the City.

6.6 Punch list. AD 1 shall notify City approximately thirty (30) days prior to Contractor’s estimate of the Substantial Completion Date and again on the Substantial Completion Date. Architect, with City, Contractor and AD 1 (and any other parties designated by AD 1), will inspect the Project on a date mutually selected, but in no event more than fourteen (14) days following the Substantial Completion Date. Promptly after such inspection, Architect shall issue a Certificate of Substantial Completion (AIA G704) (or such other document in form and substance reasonably acceptable to City), certified by the Architect and all other designers of record that identifies items requiring completion (the “Punch List Items”) and a per item estimate of the cost of completing such items. AD 1 shall monitor the Contractor’s timeliness in completing Punch List Items. Completion of all Punch List Items and subsequent additions thereto approved by City and AD 1 shall constitute “Final Completion.”

6.7 Final Completion. Upon Final Completion, AD 1 shall promptly deliver to City a copy of the following: (i) consent of surety (if applicable) to reduction in, partial release of, or final release of Retainage; (ii) signed and sealed letter from the Architect that the Project has been substantially completed per the contract documents (including as amended by change order or change directive) and per local codes and ordinances (other than those for which a waiver was obtained) (iii) certificate by Architect and all other designers of record that all completion items within the certificate of Substantial Completion (including all Punch Lists Items) are complete and all work has been completed in accordance with the contract documents (i.e. a certification

of Final Completion); (iv) certificates of occupancy (including certificates for elevator/escalator operation (if applicable)); (v) certificates of insurance for any coverage extending past Final Completion; (vi) contractor's affidavit of payment of debts and claims; (vii) final release and waiver of liens from contractor, subcontractors, material suppliers or any project participant with mechanic's lien rights; (viii) operating and maintenance manuals including approved submittals, manufacturers project information, maintenance recommendations and requirements; (ix) warranty documentation; and (x) as-built drawings in CAD or REVIT format utilizing background drawings as provided by the Architect and including all as-built conditions.

6.8 Books and Records. AD 1 shall keep full and adequate books of account and such other records as are necessary to reflect the results of the development of the Project. AD 1 shall keep the books and records on an accrual basis in accordance with generally accepted accounting principles consistently applied.

6.9 Reports to City. On or before the tenth (10th) day of each month prior to Final Completion, AD 1 shall prepare and deliver to City a written report on the Project (the "Monthly Report") in a form approved by City in its reasonable discretion). At the time of the delivery of the Monthly Report, AD 1 shall, if requested by City, make all supporting documentation available for inspection by City. Each Monthly Report shall be certified by AD 1 as true, correct and complete, and shall be divided into the following categories:

- (a) a progress report showing the status of the Project and a certification that progress is in compliance with the Schedule and Budget;
- (b) summary project cost report;
- (c) detailed project cost report.
- (d) spreadsheet list of all current invoices;
- (e) certificates of payment and backup;
- (f) lien waivers and a lien waivers summary spreadsheet;
- (g) the Monthly Request;
- (h) any claims made against the Premises or City; and
- (i) such other information as may be requested by City.

6.10 City's Rights to Inspection and Review.

Upon reasonable advance written notice, AD 1 shall accord to City, its accountants, designees, attorneys and agents, the right at all reasonable times during the term hereof to review the financial books and records relating to the Project for the purpose of examining or inspecting the same or examining and making extracts therefrom. Upon City's reasonable request, AD 1 shall deliver to City the copies of any source materials utilized by AD 1 in preparing the records, books and records.

ARTICLE VII – EVENTS OF DEFAULT

7.1 An event of Default by AD 1 shall at the City's option be deemed to have occurred hereunder if:

- (a) Abandonment of Cessation of Construction. Construction of the Improvements shall cease and not be resumed within thirty (30) calendar days thereafter; provided that, AD1 shall not be in default if the cessation of construction is a result of (i) City's failure to make payments in accordance with Article VI; (ii) a pending dispute relating to a Monthly Request; and/or (iii) City fails to take any action required by the City that is necessary to continue construction; or
- (b) Denial of Inspection. City, its representatives and Construction Inspector shall be permitted, at all times, to enter upon the Premises, to inspect the Improvements, and to examine all detailed plans, shop drawings, specifications and other records which relate to the Improvements, or if within three (3) business days after receipt of written request from City, AD1 shall fail to furnish to City, at City's place of business, or to City's authorized representative, copies of such plans, shop drawings, specifications and records; or
- (c) Improper Materials. Any of the materials, fixtures, machinery, equipment, articles and/or personal property used in the construction of the Improvements or the appurtenances thereto, or to be used in the operation thereof, shall not fully comply with the Plans and Specifications as approved by Construction Inspector, and City; or
- (d) Failure to Complete Improvements. The Improvements are not Substantially Completed by the dates as set forth in the Schedule attached as Exhibit "D"; or
- (e) False Representation or Warranty. At any time any representation, warranty or statement made by AD1 shall be intentionally misleading in any material respect.

ARTICLE VIII -TERMINATION RIGHTS

8.1 Termination by City. If any one of the following events shall happen:

- (a) if AD 1 shall fail to keep, observe or perform any material covenant, agreement, term or provision of this Contract to be kept, observed or performed by AD 1, and such default

shall continue for a period of thirty (30) days after receipt of written notice thereof by City to AD 1;

(b) if AD 1 shall apply for or consent to the appointment of a receiver, trustee or liquidator of AD 1 or of all or a substantial part of its assets, file a voluntary petition in bankruptcy, or admit in writing its inability to pay debts as they come due, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law, or file an answer admitting the material allegations of a petition filed against AD 1 in any bankruptcy, reorganization or insolvency proceeding, or if any order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating AD 1 a bankrupt or insolvent or approving a petition seeking reorganization of AD 1 or appointing a receiver, trustee or liquidator of AD 1 or of all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days;

then City shall have the right to terminate this Contract upon written notice to AD 1 given at any time following the occurrence of such event, or if a period of grace is provided, then following the expiration of the applicable grace period if such event remains uncured, and this Contract shall terminate upon the date specified therein. AD 1 will, during the applicable notice period, give its employees any notices required by local, state, or federal laws and/or by contract to the extent that such notice is required by virtue of the termination of this Contract.

8.2 Termination by AD 1. If any of the following events shall happen:

(a) City shall fail to keep, observe or perform any other material covenant, agreement, term or provision of this Contract to be kept, observed or performed by City, and such default shall continue for a period of (i) thirty (30) days after receipt of written notice thereof by AD 1 to City;

then AD 1 shall have the right to terminate this Contract upon written notice to City given at any time following the occurrence of any such event, or if a period of grace is provided, then following the expiration of the applicable period, and while such event shall be continuing, and this Contract shall terminate upon the date specified therein, which date shall be not less than sixty (60) days nor more than ninety (90) days after the date of the giving of such notice.

8.3 Effect of Termination. The termination of this Contract under the provisions of this Article VII shall not affect the rights of the terminating party with respect to any liability or claims accrued, or arising out of events occurring, prior to the date of termination.

8.4 Remedies.

(a) In the event of a default by City, AD 1's sole and exclusive remedy hereunder, at equity and in law, shall be to terminate this Contract by notice to City in which case AD 1 shall be entitled to seek a recovery of solely AD 1's actual and direct damages incurred.

(b) If this Contract is terminated due to an event of default by AD 1 arising under Section 7.1(a) and (b) which remains uncured after any applicable cure period, City shall be entitled to actual and direct damages incurred by City as a result of such default.

(c) Notwithstanding anything to the contrary herein, no party to this Contract shall be entitled to recovery for special, indirect, consequential, incidental, punitive or speculative damages, including without limitation, lost profits and lost opportunities, suffered by it due to the breach or alleged breach of this Contract by another party. All parties to this Contract hereby waive any rights to such damages in the event of such a breach, even if any of such damages be allowed by law.

(d) 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. AD 1 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 AD 1 for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if construction of the Project is delayed by an act or neglect of the City's employees, or separate contractors employed by the City, or by Change Orders, or by delay authorized by the City pending arbitration, then the time to perform shall be reasonably extended by Change Order, and the Project Costs shall be reasonably adjusted by Change Order in order to equitably increase the general conditions component of the Project Costs. Furthermore, if the progress of the construction of the Project is delayed by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond AD 1's control, or by other causes which the City and AD 1 agree may justify delay, then the time periods and deadline in the Schedule shall be reasonably extended by Change Order. Otherwise, AD 1 shall be entitled only to extensions of the time periods and deadline in the Schedule 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.

8.5 Preservation of Books and Records. In the event of the expiration or earlier termination of this Contract, AD 1 shall preserve all books and records, files and correspondence remaining at the Project in accordance with City's record retention guide then in effect after the expiration or termination of this Contract, and AD 1 shall provide access to City and its representatives, to such books, records, correspondence and files at all reasonable times.

8.6 Florida's Public Records Law. The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. AD 1 shall comply with Florida's Public Records Law. Specifically, AD 1 shall:

(i) Keep and maintain public records required by the City in order to perform the service;

(ii) Upon request from the City's custodian of public records, provide the 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.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if AD 1 does not transfer the records to the City.

(iv) Upon termination or expiration of this Contract, transfer, at no cost to the City, all public records in possession of AD 1, or keep and maintain public records required by the City to perform the service. If AD 1 transfers all public records to the City upon termination or expiration of this Contract, AD 1 shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AD 1 keeps and maintains public records termination or expiration of this Contract, AD 1 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.

(v) During the term of this Contract, AD 1 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. AD 1 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.

8.7 Transition. Upon Final Completion or the earlier termination of this Contract, AD 1 shall promptly (a) surrender and deliver to City any space in the Project occupied by AD 1 during the construction phase, (b) deliver to City or to City's designee any funds of City held by AD 1, (c) deliver to City all records, keys, Plans and Specifications, permits and other governmental approvals, contracts, receipts for deposits, unpaid bills, paid bills and all other records, papers and documents which relate to the Project which are or should be in AD 1's possession or control, and (d) furnish all such information and take all such action as City shall reasonably require (including, without limitation, cooperating with the new contractor) to effectuate an orderly and systematic transfer of AD 1's duties under this Contract to a new person designated by City. AD 1 shall deliver to City a final accounting (prepared in accordance with the terms of this Contract) of the Project up to and including the effective date of the termination of this Contract within thirty (30) days after such effective date.

ARTICLE IX - DAMAGE OR DESTRUCTION; EMINENT DOMAIN

9.1 Damage or Destruction. If the Project shall be materially damaged by fire or other casualty and insurance carriers of the Premises do not make sufficient proceeds of insurance available to City (less any applicable deductible) to permit City to rebuild and restore the Premises to a condition which permits the continued development of the Project as contemplated by this Contract, then City, by written notice to AD 1 given within sixty (60) days after the occurrence of such event, shall have the right to terminate this Contract, and notwithstanding anything to the contrary neither party shall have any further obligation to the other party hereunder, except with respect to liability accruing, or based upon events occurring, prior to the effective date of such termination.

9.2 Eminent Domain. If all of the Premises, or such portion thereof as to make it infeasible, in the reasonable opinion of City, to restore and continue to develop the remaining portion for the purposes contemplated hereby, shall be taken through the exercise, or by agreement in lieu of the exercise, of the power of eminent domain, then effective upon the date that City shall be required to surrender possession of the Premises, or a portion thereof, City may terminate this Contract and neither party shall have any further obligation to the other party hereunder, except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. In the event a portion of the Premises is taken, but mortgagee of the Premises fails or refuses to make available to City sufficient proceeds of such eminent domain proceedings in order to permit City to make appropriate alterations, restorations or repairs to the remainder of the Premises, so that the Project would continue to be operable for the purposes herein contemplated, then City shall have the right to terminate this Contract upon written notice to AD 1 and, upon the date that City shall be required to surrender possession of the Premises to the condemning authority, this Contract shall terminate and neither party shall have any further obligation to the other party hereunder, except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. Any election to terminate this Contract must be made within thirty (30) days of receipt of actual written notice from the condemning authority setting out the details of the proposed taking. If such notice does not provide the parties with sufficient detail so that a decision may be made regarding termination, the parties may mutually agree to extend the above time period in their discretion. City shall be solely entitled to any award.

ARTICLE X - REPRESENTATIONS

10.1 AD 1's Representations. AD 1 covenants, represents and warrants as follows:

- (a) Qualification. AD 1 is experienced, competent and qualified to perform its duties hereunder and is authorized to do business in the State of Florida;
- (b) Sufficient Resources. AD 1 has and shall maintain until Final Completion sufficient facilities, expertise, staff, assets and other resources to perform its duties hereunder; and

(c) Licenses and Permits. AD 1 holds and shall maintain at all times until Final Completion, all licenses, permits or other certifications necessary to perform its duties hereunder.

(d) Authority. AD 1 has full power and authority to enter into this Contract. This Contract constitutes a legal, valid, and binding agreement of AD 1, enforceable against AD 1 in accordance with its terms, except as limited by bankruptcy, insolvency, receivership and similar laws of general application to creditors' rights from time to time in effect.

(e) Prohibited Persons. Neither AD 1 nor any person or corporate entity with which AD 1 has entered into a contract is (A) identified on the OFAC List or otherwise qualifies as a "Prohibited Person" or (B) in violation of any legal requirements relating to anti-money laundering or anti-terrorism, including those related to transacting business with "Prohibited Persons" or the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, U.S. Public Law 107-56, and the related regulations issued thereunder, including temporary regulations, all as amended from time to time. "OFAC List" is the Specially Designated Nationals list published by the U.S. Treasury Department Office of Foreign Asset Control.

10.2 Representations of City. The City covenants, represents and warrants that (a) as of the date hereof, it has fee simple title in the Land, (b) subject to the terms and conditions of this Article 10.2, throughout the term of this Contract it shall maintain full Ownership in the Premises, (c) it has full power and authority to enter into this Contract, and (d) this Contract constitutes a legal, valid, and binding agreement of City, enforceable against City in accordance with its terms, except as limited by bankruptcy, insolvency, receivership and similar laws of general application to creditors' rights from time to time in effect.

ARTICLE XI – INDEMNIFICATION

11.1. GENERAL INDEMNIFICATION: AD 1 shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its agents, elected officials and employees from and against all claims, actions, liabilities, losses, costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of AD 1, any sub-contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by AD 1 in the performance of the Work; or c). liens, claims or actions made by AD 1 or any sub-contractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by AD 1.

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

11.3. AD 1 shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

11.4. The City and AD 1 recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by AD 1 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 AD 1. Furthermore, the City and AD 1 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 AD 1's responsibility to indemnify.

11.5. 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 AD 1 under the indemnification agreement.

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

ARTICLE XII - GENERAL PROVISIONS

12.1 Liquidated Damages: AD 1 and City mutually agree that time is of the essence of this Contract and should AD 1 fail to complete the work within seven (7) business days following the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to AD 1, and the City will retain the amount of Two Hundred Fifty Hundred (\$250.00) per calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the City will have sustained by failure of AD 1 to complete the work within the specified time; it being further agreed that said

sum is not a penalty, but is the stipulated amount of damages sustained by the City in the event of such default by AD 1.

12.2 If AD 1 is delayed at any time in the commencement or progress of the work by an act or neglect of the City, or of an employee of the City, or by changes ordered in the work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay resulting from a pending mediation and arbitration; or by other causes that the City determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City may determine.

12.3 AD 1 acknowledges and agrees that the Land owned by the City upon which the Project is to be constructed is excluded from the definition of "real property" upon which liens may be placed as set forth in Section 713.01 (24), Florida Statutes. AD 1 shall include a provision substantially similar to this Section in each of its contracts and purchase orders, requiring contractors, subcontractors, materialmen, vendors and suppliers to waive any claim or entitlement to a mechanic's or materialmen's lien on the Land owned by the City upon which the Project is to be constructed.

AD 1 shall not voluntarily permit any laborer's, materialmen's, mechanic's, or other similar lien to be filed or otherwise imposed on any part of the Land. If any laborer's, materialmen's, mechanic's, or other similar lien or claim thereof is filed prior to the date upon which the Maximum AD1 Financial Obligation has been paid by AD1, AD 1 shall cause such lien to be released and discharged within ten (10) days or file a bond in lieu thereof. AD 1 hereby indemnifies and holds harmless the City from all claims, losses, demands, causes of action, expenses including attorneys' fees, or suits of whatever nature arising out of any such lien. Notwithstanding anything herein to the contrary, AD1 shall not be liable for any claims by third parties arising from the failure of City to fund the Project after AD1 has paid the Maximum AD1 Financial Obligation. Subject to sovereign immunity as provided for in Section 768.28 of the Florida Statutes, the City shall indemnify and hold harmless AD1 from and against all claims, losses, demands, causes of action, expenses including attorneys' fees, or suits of whatever nature arising out the City's failure to fund the completion of the Project after AD1 has paid the Maximum AD1 Financial Obligation.

12.4 Attorneys' Fees. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to reasonable costs and expenses, including without limitation, reasonable attorneys' fees.

12.5 Notices. Except as otherwise provided in this Contract, all notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Contract, shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested, by hand or by facsimile, electronic mail, recognized overnight courier, addressed to the party to be so notified as follows:

If to AD 1:

AD 1 Management, Inc.
2028 Harrison St Suite 202
Hollywood, FL 33020
Attn.: Daniel Berman, President

If to City:

City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321
Attn: Michael Cernech, City Manager
Michael.Cernech@tamarac.org

CC: Samuel S. Goren
Goren, Cherof, Doody and Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
954 771 4500 Ext. 322
Sgoren@cityatty.com

Any Notice shall be deemed delivered within three (3) days after deposit in the U.S. mail if sent by certified or registered mail, or on the scheduled delivery date if by hand or overnight courier. Notices delivered personally or by facsimile or electronic mail shall be deemed delivered as of the actual delivery provided the notifying party can provide evidence of delivery. Either party may at any time change the addresses for Notices to such party by mailing a Notice as aforesaid. It is agreed that, if any party hereto is represented by legal counsel, such legal counsel is authorized to deliver notice directly to the other party on behalf of his or her client, and the same shall be deemed proper notice hereunder if delivered in the manner hereinabove specified.

12.6 No Lease, Partnership or Joint Venture. Nothing contained in this Contract nor acts of the parties hereto shall be construed to be or create a lease, partnership or joint venture between City, its successors or assigns, on the one part, and AD 1, its successors and assigns, on the other part. AD 1 is an independent contractor of the City.

12.7 Modification and Changes. This Contract cannot be changed or modified except by another agreement in writing signed by the party sought to be charged therewith, or by its duly authorized agent.

12.8 Understandings and Contracts. This Contract, and the appendices, schedules and exhibits hereto, contain the entire understanding and agreement of the parties hereto relating to the subject matter hereof.

12.9 Assignment by AD 1. AD 1 shall not assign this Contract, voluntarily or by operation of law, without the prior written consent of City.

12.10 Successors and Assigns. Subject to the foregoing, this Contract shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and permitted assigns, and with respect to City, the phrase "successors and assigns" shall, to the extent City does not elect to terminate this Contract in connection with any sale of the Project, including purchasers and owners of City's interest in the Premises.

12.11 Headings. The Article, Section and Subsection headings contained herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Contract.

12.12 Consents. Except as specifically otherwise provided in this Contract, each party agrees that it will not unreasonably withhold any consent or approval requested by the other party pursuant to the terms of the Contract, and that any such consent or approval shall not be unreasonably delayed or qualified. Similarly, each party agrees that any provision of this Contract which permits such party to make requests of the other party, shall not be construed to permit the making of unreasonable requests.

12.13 Third parties. None of the obligations hereunder of either party shall run to or be enforceable by any Person other than the parties to this Contract other than a Person deriving rights hereunder as a result of an assignment permitted pursuant to the terms hereof.

12.14 Waivers. No failure by AD 1 or City to insist upon the strict performances of any covenant, agreement, term or condition of this Contract, or to exercise any right or remedy consequent upon the breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Contract and no breach thereof shall be waived, altered or modified except by written instrument. No waiver of any breach shall affect or alter this Contract, but each and every covenant, agreement, term and condition of this Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

12.15 Partial Invalidity. Any provision of this Contract prohibited by law or by court decree in any locality or state shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Contract, or without invalidating or affecting the provisions of this Contract within the states or localities where not prohibited or otherwise invalidated by law or by court decree. Further, in the event that any provision of this Contract shall be held unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

12.16 Applicable Law. This Contract shall be construed and be governed by the laws of the State of Florida and venue shall lie in Broward County, Florida.

12.17 Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, AD 1 and its Contractor sub-contractors 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. AD 1 will take affirmative action to ensure that employees and those of its Contractor or sub-contractor 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. AD 1 and its Contractor and sub-contractors 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. AD 1 further agrees that it will ensure that all Contractors 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 AD 1 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. AD 1 shall retain sole and absolute discretion in the judgment of the manner and means of carrying out AD 1's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of AD 1, which policies of AD 1 shall not conflict with City, State, or United States policies, rules or regulations relating to the use of AD 1's funds provided for herein. AD 1 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 AD 1 and the City and the City will not be liable for any obligation incurred by AD 1, including but not limited to unpaid minimum wages and/or overtime premiums.

15. 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.

16. Merger; Amendment

This Agreement constitutes the entire Agreement between AD 1 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 AD 1 and the City.

17. 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.

18. PUBLIC RECORDS CUSTODIAN

IF AD 1 HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AD 1'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 this page intentionally left blank; signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Contract to be executed, all as of the day and year first above written.

AD 1:

AD 1 Management, Inc., a Florida corporation

By: 

Name:

DANIEL BERMAN

Title:

PRESIDENT

CITY:

City of Tamarac, a Florida municipal corporation

By: _____

Name: Michael Cernech

Title: City Manager

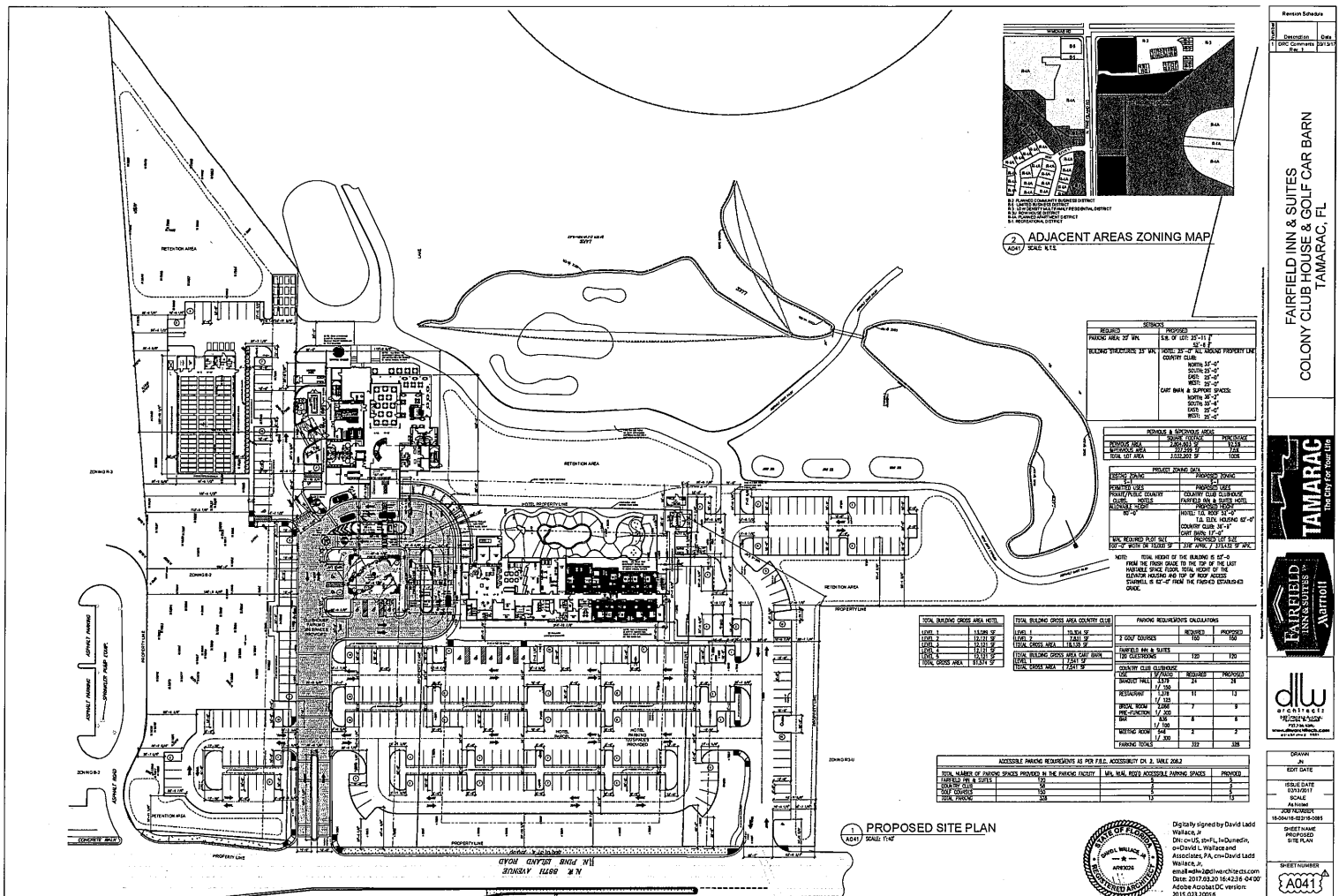
EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

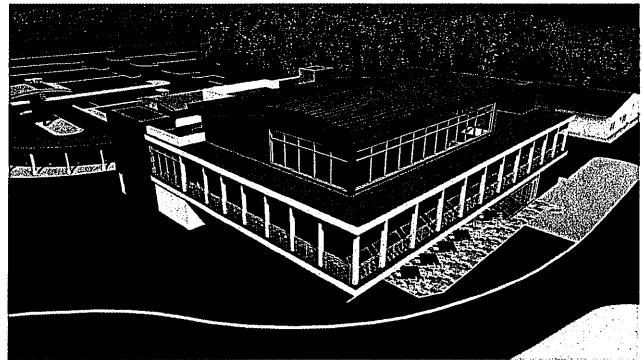
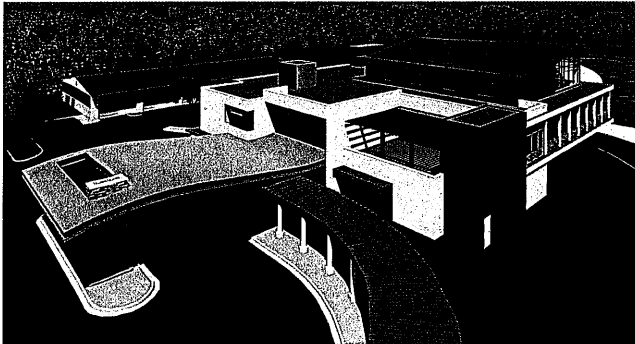
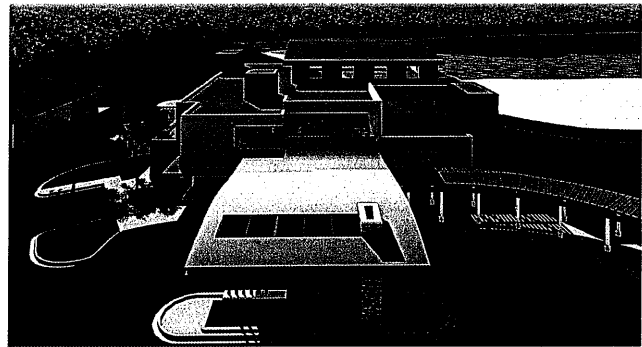
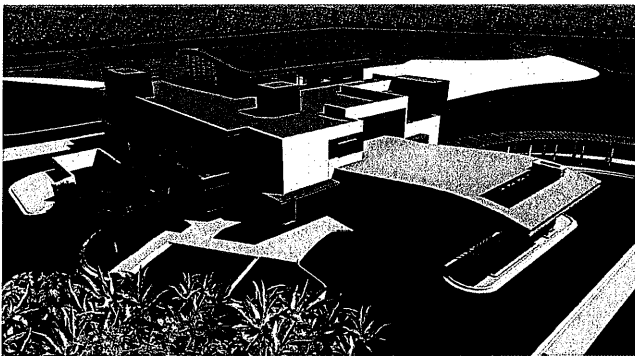
EXHIBIT A-1
LEGAL DESCRIPTION OF LAND

updated
2/7/12



EXHIBIT B
PLANS AND SPECIFICATIONS





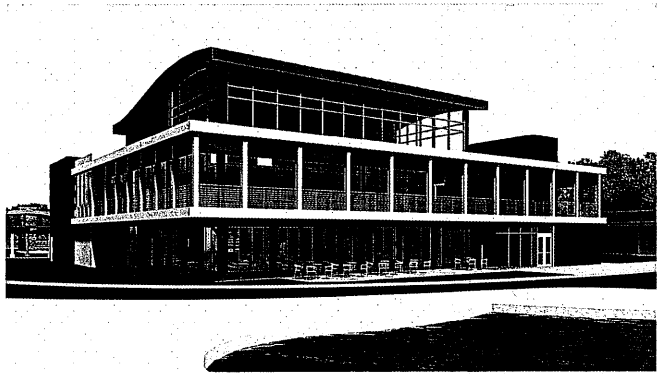
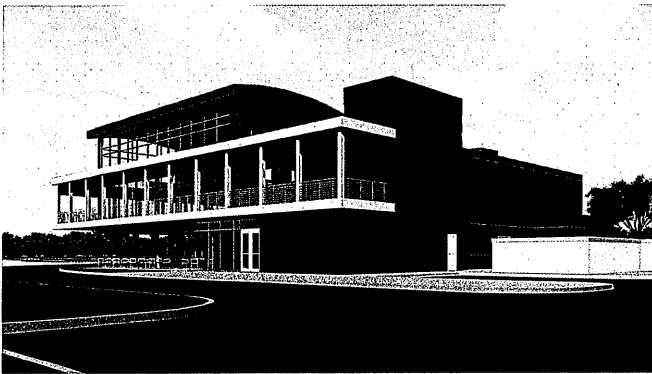
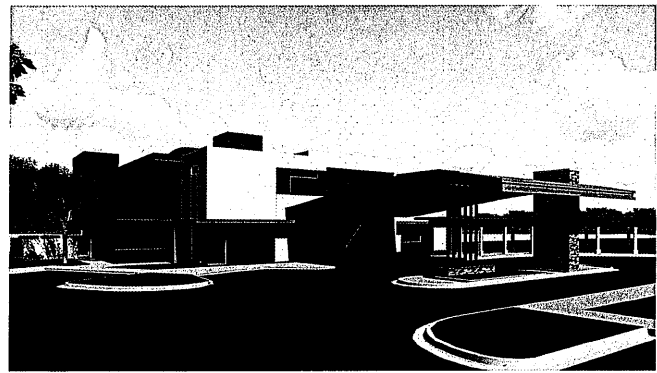
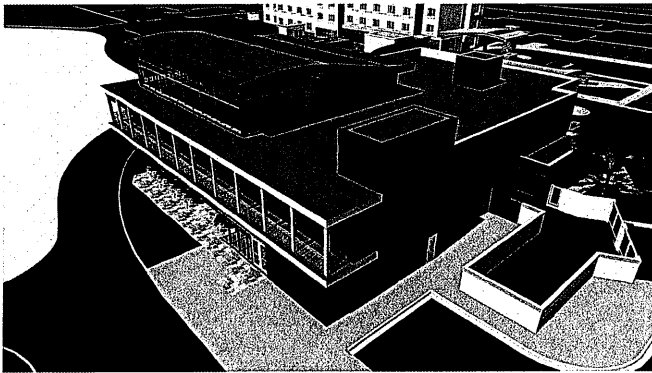
No	DESCRIPTION	DATE
----	-------------	------

COLONY WEST COUNTRY
CLUB CLUBHOUSE
6800 NW 8TH AVE, TAMARAC,
FL 33321 AD1 GLOBAL - CITY
OF TAMARAC

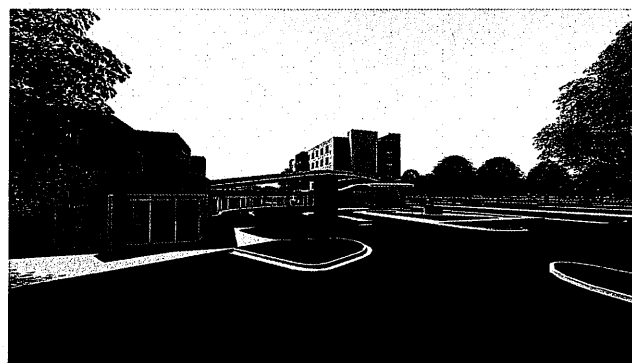
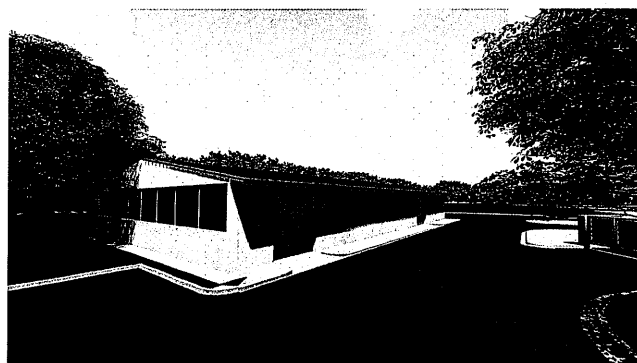


DATE
PM
EST. DATE
10/20/17 3:42:54PM
ISSUE DATE
01/10/2017
SCALE
JOB NUMBER
10002
PROJECT STATUS
SITE PLAN/PROPOSAL SET
SHEET NAME
FENCERS - COUNTRY CLUB
CLUBHOUSE

SHEET NUMBER
A603



<p>COLONY WEST COUNTRY CLUB CLUBHOUSE 6800 NW 8TH AVE. TAMARAC, FL 33321 ADI GLOBAL - CITY OF TAMARAC</p>	<p>TAMARAC The City for Your Life</p>	<p>FLORIDA ARCHITECTS OFFICE OF ARCHITECTS 10000 W. BOULEVARD SUITE 100 TAMARAC, FL 33321 TEL: 954.781.1111 WWW.ADI-FL.COM</p>	<p>PROJECT NO. 1 DATE 08/14/2014 SCALE 1/8" = 1'-0"</p>
<p>SHEET NUMBER A604</p>			



NO.	DESCRIPTION	DATE
COLONY WEST COUNTRY CLUB FAIRFIELD INN & SUITES 6800 NW 88TH AVE. TAMARAC, FL. 33321 AD1 GLOBAL		
		
		
		
		
SCALE 1/8" = 1'-0" 1/4" = 1'-0" 1/2" = 1'-0" 3/4" = 1'-0" 1" = 1'-0" 1 1/2" = 1'-0" 2" = 1'-0" 3" = 1'-0" 4" = 1'-0" 6" = 1'-0" 8" = 1'-0" 12" = 1'-0" 18" = 1'-0" 24" = 1'-0" 36" = 1'-0" 48" = 1'-0" 60" = 1'-0" 72" = 1'-0" 84" = 1'-0" 96" = 1'-0" 108" = 1'-0" 120" = 1'-0" 132" = 1'-0" 144" = 1'-0" 156" = 1'-0" 168" = 1'-0" 180" = 1'-0" 192" = 1'-0" 204" = 1'-0" 216" = 1'-0" 228" = 1'-0" 240" = 1'-0" 252" = 1'-0" 264" = 1'-0" 276" = 1'-0" 288" = 1'-0" 300" = 1'-0" 312" = 1'-0" 324" = 1'-0" 336" = 1'-0" 348" = 1'-0" 360" = 1'-0" 372" = 1'-0" 384" = 1'-0" 396" = 1'-0" 408" = 1'-0" 420" = 1'-0" 432" = 1'-0" 444" = 1'-0" 456" = 1'-0" 468" = 1'-0" 480" = 1'-0" 492" = 1'-0" 504" = 1'-0" 516" = 1'-0" 528" = 1'-0" 540" = 1'-0" 552" = 1'-0" 564" = 1'-0" 576" = 1'-0" 588" = 1'-0" 600" = 1'-0" 612" = 1'-0" 624" = 1'-0" 636" = 1'-0" 648" = 1'-0" 660" = 1'-0" 672" = 1'-0" 684" = 1'-0" 696" = 1'-0" 708" = 1'-0" 720" = 1'-0" 732" = 1'-0" 744" = 1'-0" 756" = 1'-0" 768" = 1'-0" 780" = 1'-0" 792" = 1'-0" 804" = 1'-0" 816" = 1'-0" 828" = 1'-0" 840" = 1'-0" 852" = 1'-0" 864" = 1'-0" 876" = 1'-0" 888" = 1'-0" 900" = 1'-0" 912" = 1'-0" 924" = 1'-0" 936" = 1'-0" 948" = 1'-0" 960" = 1'-0" 972" = 1'-0" 984" = 1'-0" 996" = 1'-0" 1008" = 1'-0" 1020" = 1'-0" 1032" = 1'-0" 1044" = 1'-0" 1056" = 1'-0" 1068" = 1'-0" 1080" = 1'-0" 1092" = 1'-0" 1104" = 1'-0" 1116" = 1'-0" 1128" = 1'-0" 1140" = 1'-0" 1152" = 1'-0" 1164" = 1'-0" 1176" = 1'-0" 1188" = 1'-0" 1200" = 1'-0" 1212" = 1'-0" 1224" = 1'-0" 1236" = 1'-0" 1248" = 1'-0" 1260" = 1'-0" 1272" = 1'-0" 1284" = 1'-0" 1296" = 1'-0" 1308" = 1'-0" 1320" = 1'-0" 1332" = 1'-0" 1344" = 1'-0" 1356" = 1'-0" 1368" = 1'-0" 1380" = 1'-0" 1392" = 1'-0" 1404" = 1'-0" 1416" = 1'-0" 1428" = 1'-0" 1440" = 1'-0" 1452" = 1'-0" 1464" = 1'-0" 1476" = 1'-0" 1488" = 1'-0" 1500" = 1'-0" 1512" = 1'-0" 1524" = 1'-0" 1536" = 1'-0" 1548" = 1'-0" 1560" = 1'-0" 1572" = 1'-0" 1584" = 1'-0" 1596" = 1'-0" 1608" = 1'-0" 1620" = 1'-0" 1632" = 1'-0" 1644" = 1'-0" 1656" = 1'-0" 1668" = 1'-0" 1680" = 1'-0" 1692" = 1'-0" 1704" = 1'-0" 1716" = 1'-0" 1728" = 1'-0" 1740" = 1'-0" 1752" = 1'-0" 1764" = 1'-0" 1776" = 1'-0" 1788" = 1'-0" 1800" = 1'-0" 1812" = 1'-0" 1824" = 1'-0" 1836" = 1'-0" 1848" = 1'-0" 1860" = 1'-0" 1872" = 1'-0" 1884" = 1'-0" 1896" = 1'-0" 1908" = 1'-0" 1920" = 1'-0" 1932" = 1'-0" 1944" = 1'-0" 1956" = 1'-0" 1968" = 1'-0" 1980" = 1'-0" 1992" = 1'-0" 2004" = 1'-0" 2016" = 1'-0" 2028" = 1'-0" 2040" = 1'-0" 2052" = 1'-0" 2064" = 1'-0" 2076" = 1'-0" 2088" = 1'-0" 2100" = 1'-0" 2112" = 1'-0" 2124" = 1'-0" 2136" = 1'-0" 2148" = 1'-0" 2160" = 1'-0" 2172" = 1'-0" 2184" = 1'-0" 2196" = 1'-0" 2208" = 1'-0" 2220" = 1'-0" 2232" = 1'-0" 2244" = 1'-0" 2256" = 1'-0" 2268" = 1'-0" 2280" = 1'-0" 2292" = 1'-0" 2304" = 1'-0" 2316" = 1'-0" 2328" = 1'-0" 2340" = 1'-0" 2352" = 1'-0" 2364" = 1'-0" 2376" = 1'-0" 2388" = 1'-0" 2400" = 1'-0" 2412" = 1'-0" 2424" = 1'-0" 2436" = 1'-0" 2448" = 1'-0" 2460" = 1'-0" 2472" = 1'-0" 2484" = 1'-0" 2496" = 1'-0" 2508" = 1'-0" 2520" = 1'-0" 2532" = 1'-0" 2544" = 1'-0" 2556" = 1'-0" 2568" = 1'-0" 2580" = 1'-0" 2592" = 1'-0" 2604" = 1'-0" 2616" = 1'-0" 2628" = 1'-0" 2640" = 1'-0" 2652" = 1'-0" 2664" = 1'-0" 2676" = 1'-0" 2688" = 1'-0" 2700" = 1'-0" 2712" = 1'-0" 2724" = 1'-0" 2736" = 1'-0" 2748" = 1'-0" 2760" = 1'-0" 2772" = 1'-0" 2784" = 1'-0" 2796" = 1'-0" 2808" = 1'-0" 2820" = 1'-0" 2832" = 1'-0" 2844" = 1'-0" 2856" = 1'-0" 2868" = 1'-0" 2880" = 1'-0" 2892" = 1'-0" 2904" = 1'-0" 2916" = 1'-0" 2928" = 1'-0" 2940" = 1'-0" 2952" = 1'-0" 2964" = 1'-0" 2976" = 1'-0" 2988" = 1'-0" 3000" = 1'-0" 		

EXHIBIT C
BUDGET

PROPOSED CLUBHOUSE COLONY WEST

Construction Proforma

Building Size Under A/C (Sq Ft)	18,135
Cart Barn Size (Sq Ft)	7,541

DESCRIPTION		COST	\$/SF
LAND COST			
Acquisition Cost		\$0	\$0.00
Commission	0.00%	\$0	\$0.00
Closing Costs	0.00%	\$0	\$0.00
Total		\$0	\$0.00
HARD COSTS			
Construction Budget - Craft w Cont		\$5,639,274	\$310.96
Cart Barn		\$395,377	\$52.43
Other		\$0	\$0.00
Other		\$0	\$0.00
Extra Contingency (Alternatives)	0.00%	\$0	\$0.00
Other		\$0	\$0.00
FF&E & OSE		\$500,000	\$27.57
Total		\$6,534,651	\$390.96
SOFT COSTS for Clubhouse & Cart Barn			
Due Dilligence		\$15,000	\$0.83
Site-Plan, Construction Drawings & CA		\$351,547	\$19.39
Leed Design for Clubhouse		\$90,000	\$4.96
Traffic Engineer (Included)		\$0	\$0.00
Civil Engineer (Included)		\$0	\$0.00
Alta Survey (Included)		\$0	\$0.00
Impact Fees and Construction Permits		\$150,000	\$8.27
Public Bond (estimate)		\$200,000	\$11.03
Real Estate Taxes		\$0	\$0.00
Insurance (GL&BR)		\$50,000	\$2.76
Soil Report, Environmental and Material Testing		\$20,000	\$1.10
Appraisal		\$0	\$0.00
Project Management	4.00%	\$261,386	\$14.41
Accounting and Legal		\$0	\$0.00
Flag Application Fee		\$0	\$0.00
Pre-Opening Expense		\$50,000	\$2.76

Working Capital		\$0	\$0.00
Contingency	0.00%	\$0	\$0.00
Total		\$1,187,933	\$65.50

FINANCING COSTS

Loan Origination Fees and Expenses	0.00%	\$0	\$0.00
Loan Closing Costs	0.00%	\$0	\$0.00
Senior Loan Interest Reserve	0.00%	\$0	\$0.00
Pref Reserve (est)		\$0	\$0.00
		\$0	\$0.00
Total		\$0	\$0.00

TOTAL COSTS

\$7,722,584

\$456.47

SOURCES OF FUNDS

Senior Loan	0%	\$0
EB-5 Loan	0%	\$0
Equity	#REF!	#REF!
		#REF!
Senior Loan Rate	0.00%	
EB-5 Rate	0%	



Fairfield Inn
Updated Pricing

Date: 1/23/2017

Update: Revised 2/1/2017, 2/9/17

Project	Fairfield Inn Tamarac
Location	Tamarac, FL
Gross Square Feet	64,645
Number of Units	120
Parking Spaces	342
Building Height (stories)	5
Gross Site Area (acres)	2.25
Schedule Duration (months)	13

COST CODE	ITEM	QTY.	UNIT	UNIT COST	TOTAL COST	SF COST
01-1000	DIVISION 1 GENERAL CONDITIONS					
	<u>General Condition</u> General Conditions	1	LS	\$ 784,002	\$ 784,002	\$ 12.13
01-0000	TOTAL GENERAL CONDITIONS				\$ 784,002	\$ 12.13
02-0000	DIVISION 2 SITE CONSTRUCTION					
	<u>Material Testing / Special Inspector</u> Material Testing (By Owner) Threshold Inspector (By Owner)	Not Included Not Included				
	<u>Asbestos Remediation</u> Asbestos Abatement Survey Allowance (In Clubhouse) Asbestos Abatement On-Site Testing & Reporting	Not Included Not Included				
	<u>Erosion Control</u> Temporary Construction Entrances Inlet Protection Silt Fence & Silt Boom	In Site Demo In Site Demo In Site Demo				
	<u>Underground Storage Tank Removal</u> Underground Storage Tank Removal					
	<u>Site Demo and Clearing</u> Site Demolition (38%)	38%	SF	\$ 132,935	\$ 50,515	\$ 0.78
	Demo - Asphalt Parking Lot and Curbing (Allowance, 38%)	Included			\$ -	\$ -
	Import Fill (Allowance, 38%)	38%	SY	\$ 133,297.00	\$ 50,653	\$ 0.78
	Site Grading (Allowance, 38%)	Included				
	Clearing & Grubbing (Allowance 38%)	Included				
	Building Demolition (In Clubhouse)	Not Included				
	Vibroflotation (Allowance 100%)	1	SF	\$ 40,000	\$ 40,000	\$ 0.62
	<u>Dewatering and Excavations</u> Dewatering at Elevator Foundation (Allowance)	1	MO	\$ 15,000	\$ 15,000	\$ 0.23
	Fuel for Dewatering Pumps (Allowance)	1	GAL	\$ 3,500	\$ 3,500	\$ 0.05
	#57 Stone for Dewatering (Allowance)	1	SY	\$ 2,500	\$ 2,500	\$ 0.04
	<u>Surveying</u> Surveying (38%)	38%	AC	\$ 34,150	\$ 12,977	\$ 0.20
	<u>Temp Facilities</u> Off-site Parking (By Owner)	Not Included				
	<u>Streetside Provisions</u> Street Cleaning (Allowance)	38%	SF	\$ 3,500	\$ 1,330	\$ 0.02
	<u>Bases, Ballasts and Paving</u> Asphalt Paving Parking Lot (Allowance, 38%)	38%	SY	\$ 616,094	\$ 234,116	\$ 3.62
	Concrete Sidewalk (Allowance, 38%)	38%	SF	\$ 45,500	\$ 17,290	\$ 0.27
	Curbs and Gutters (Allowance, 38%)	In Paving				
	<u>Unit Paving</u> Unit Pavers at Porte-Cochere and Driveway (50%)	50%	SF	\$ 54,613	\$ 27,306	\$ 0.42
	Unit Pavers at Pool Deck (Allowance, 100%)	3916	SF	\$ 8	\$ 31,328	\$ 0.48
	Walk Way to Hotel (100%)	1573	SF	\$ 5	\$ 7,079	\$ 0.11
	Unit Pavers at Fountain (Allowance, 50%)	50%	SF	\$ 6,460	\$ 3,230	\$ 0.05

COST CODE	ITEM	QTY.	UNIT	UNIT COST	TOTAL COST	SF COST
	<u>Pavement Markings and Walls</u> Pavement Markings (38%) Tactile Warning Surfacing	In Paving In Paving				
	<u>Fences and Gates</u> Decorative Metal Fence and Gate at Pool	182	LF	\$ 55	\$ 10,010	\$ 0.15
	<u>Irrigation</u> Irrigation System (Budgetary, 38%)	38%	AC	\$ 35,000	\$ 13,300	\$ 0.21
	<u>Landscaping</u> Landscaping (Budgetary, 38%)	38%	AC	\$ 162,992	\$ 61,937	\$ 0.96
	<u>Utilities Locates</u> On-site Utility Locates (Allowance 38%) Clean/Video offsite storm and sanitary (Allowance 38%)	38% 38%	SF SF	\$ 3,500 \$ 10,000	\$ 1,330 \$ 3,800	\$ 0.05 \$ 0.13
	<u>Water Utilities</u> Domestic Water and Backflow (Budgetary 38%) Fire Water and Backflow, PIV (50%)	38% Included	SF	\$ 155,144	\$ 58,955	\$ 2.06
	<u>Sanitary Sewerage Utilities</u> Sanitary Sewerage (Budgetary, 38%)	38%	SF	\$ 35,335	\$ 13,427	\$ 0.47
	<u>Storm Drainage Utilities</u> Storm Drainage (Budgetary, 38%) Storm Drainage Manholes and Covers	38% Included	SF	\$ 171,550	\$ 65,189	\$ 2.27
2-0000	TOTAL SITE CONSTRUCTION				\$ 724,772	\$ 11.21
03-0000	DIVISION 3 CONCRETE					
	<u>Fall Protection</u> Temporary Perimeter Deck Safety Railing Safety Straps, Ladders and Barricades	Included 1	LS	\$ 3,500	\$ 3,500	\$ 0.05
	<u>Debris Chutes</u> Construction Debris Chute	7	MO	\$ 500	\$ 3,500	\$ 0.05
	<u>Material Hoists</u> Material Hoist Rental	Not Included				
	<u>Concrete</u> Concrete Formwork Concrete Reinforcement Concrete Finishing Covered Walkway (Allowance, 100%) Hollow Core Planks	1 Included Included 1573 1	SF SF SF	\$ 1,443,934 \$ 35 \$ 449,556	\$ 1,443,934 \$ 55,055 \$ 449,556	\$ 22.34 \$ 0.85 \$ 6.95
	<u>Concrete Reinforcing</u> Rebar - Material Rebar - Labor Post Tension Cable	Included Included Included				
03-0000	TOTAL CONCRETE				\$ 2,002,970	\$ 30.98
04-0000	DIVISION 4 MASONRY					
	<u>Concrete Masonry</u> Unit Masonry (Included in Concrete)	Included			\$ -	\$ -
04-0000	TOTAL MASONRY				\$ -	\$ -
05-0000	DIVISION 5 METALS					
	<u>Structural Steel</u> Structural Steel Porte Cochere	1 Included	SF	\$ 234,662	\$ 234,662	\$ 3.63
	<u>Metal Fabrications</u> Elevator Beams, Pit Ladder and Sump Cover Steel Stairs Railing (A&B)	Included Included				

COST CODE	ITEM	QTY.	UNIT	UNIT COST	TOTAL COST	SF COST
05-0000	TOTAL METALS				\$ 234,662	\$ 3.63
06-0000	DIVISION 6 WOODS, PLASTICS AND COMPOSITES					
	<u>Rough Carpentry</u>					
	Rough Carpentry - Material	1	LS	\$ 12,500	\$ 12,500	\$ 0.19
	Rough Carpentry - Labor	1	LS	\$ 12,500	\$ 12,500	\$ 0.19
	<u>Finish Carpentry</u>					
	Common Area Millwork (Baseboard only)	1	LF	\$ 8,105	\$ 8,105	\$ 0.13
	Guestroom Wood Window Sill	120	EA	\$ 150	\$ 18,000	\$ 0.28
	Guestroom Wood Window Valance	120	EA	\$ 150	\$ 18,000	\$ 0.28
06-0000	TOTAL WOODS, PLASTICS AND COMPOSITES				\$ 69,105	\$ 1.07
07-0000	DIVISION 7 THERMAL AND MOISTURE PROTECTION					
	<u>Thermal & Moisture Consultants & Testing</u>					
	Building Envelope Consultant (By Owner)	Not Included				
	<u>Dampproofing and Waterproofing</u>					
	Exterior Caulking	1	SF	\$ 2,690	\$ 2,690	\$ 0.04
	Bituminous Dampproofing at Elevators	2	EA	\$ 388	\$ 775	\$ 0.01
	<u>Membrane Roofing</u>					
	TPO Single Ply Roofing Membrane	1	SF	\$ 163,552	\$ 163,552	\$ 2.53
	Lightweight Insulating Concrete	Included				
	<u>Temporary Waterproofing</u>					
	Temporary Waterproofing	1	SF	\$ 5,500	\$ 5,500	\$ 0.09
07-0000	TOTAL THERMAL AND MOISTURE PROTECTION				\$ 172,517	\$ 2.67
08-0000	DIVISION 8 OPENINGS					
	<u>Doors and Frames</u>					
	Hollow Metal Doors and Frames	24	EA	\$ 1,000	\$ 24,000	\$ 0.37
	Paint Grade Wood Doors w/Hollow Metal Frames (Unit Entry and Common Areas)	148	EA	\$ 800	\$ 118,400	\$ 1.83
	Guest Bathroom Doors	120	EA	\$ 650	\$ 78,000	\$ 1.21
	<u>Door Hardware</u>					
	Door Hardware	Included				
	Install Doors and Hardware	419	EA	\$ 300	\$ 125,700	\$ 1.94
	Safe-Lock at Guestrooms and Common Area (Allow.)	137	EA	\$ 300	\$ 41,100	\$ 0.64
	<u>Windows, Sliding Doors and Railings</u>					
	Aluminum Window and Storefront Subcontractor	4097	SF	\$ 50	\$ 202,633	\$ 3.13
	<u>Misc. Glazing</u>					
	Guestroom - Bath Mirrors	120	EA	\$ 300	\$ 36,000	\$ 0.56
	Common Area - Bath Mirrors	Included				
	Mirrors at Bathroom Wood Doors	120	EA	\$ 200	\$ 24,000	\$ 0.37
	<u>Auto Doors at Entrance</u>					
	Auto Doors	2	EA	\$ 8,408	\$ 16,815	\$ 0.26
08-0000	TOTAL OPENINGS				\$ 666,648	\$ 10.31
09-0000	DIVISION 9 FINISHES					
	<u>Gypsum Board</u>					
	Framing & Drywall	1	SF	\$ 724,606	\$ 724,606	\$ 11.21
	<u>Lath and Plaster</u>					
	Stucco - Light Texture Finish	1	SF	\$ 154,308	\$ 154,308	\$ 2.39
	Exterior Metal Framing & Sheathing	Included				
	Stone Cladding	1253	SF	\$ 20.00	\$ 25,060	\$ 0.39
	<u>Ceilings</u>					
	Acoustical Ceilings (Allowance)	1	LS	\$ 32,333	\$ 32,333	\$ 0.50
	<u>Tile and Cultured Marble</u>					

COST CODE	ITEM	QTY.	UNIT	UNIT COST	TOTAL COST	SF COST
	Porcelain Tile at Common Areas (Allowance)	3949	SF	\$ 14.00	\$ 55,286	\$ 0.86
	Flooring at Fitness Room (Allowance)	474	SF	\$ 8.50	\$ 4,029	\$ 0.06
	Porcelain Tile at Guestrooms Floors (Allowance)	7359	SF	\$ 12.00	\$ 88,308	\$ 1.37
	Cultured Marble Shower Walls	120	EA	\$ 600	\$ 72,000	\$ 1.11
	<u>Carpet Flooring</u>					
	Carpet at Common Areas (Install Only)	863	SY	\$ 12.50	\$ 10,786	\$ 0.17
	Carpet at Guestrooms (Install Only)	3210	SY	\$ 12.50	\$ 40,125	\$ 0.62
	BOH Flooring	1745	SF	\$ 6.00	\$ 10,470	\$ 0.16
	<u>Painting and Coating</u>					
	Painting Interior	64,645	SF	\$ 3.45	\$ 223,285	\$ 3.45
	Painting Exterior	Included				
	Wallcovering (Allowance Install Only)	Included				
09-0000	TOTAL FINISHES				\$ 1,440,596	\$ 22.28
10-0000	DIVISION 10 SPECIALTIES					
	<u>Signage</u>					
	Code Minimum Signage	1	LS	\$ 3,500	\$ 3,500	\$ 0.05
	Interior Signage (by Owner)	Not Included				
	Monument Sign (by Owner)	Not Included				
	<u>Interior Specialties</u>					
	<u>Toilet Compartments</u>					
	Plastic Toilet Partitions	2	EA	\$ 3,500	\$ 7,000	\$ 0.11
	<u>Toilet, Bath and Laundry Accessories</u>					
	Bath Accessories - Common Area	4	EA	\$ 250	\$ 1,000	\$ 0.02
	Toilet Accessories - Guestrooms	120	EA	\$ 300	\$ 36,000	\$ 0.56
	Towel Bar, Toilet Paper Holders (By Owner)					
	Curtain Rods and Shower (Curtains By Owner)	120	EA	\$ 150	\$ 18,000	\$ 0.28
	Closet Shelving and Rod	120	EA	\$ 250	\$ 30,000	\$ 0.46
	<u>Fire Protection Specialties</u>					
	Fire Extinguishers & Cabinets	16	EA	\$ 250	\$ 4,000	\$ 0.06
	<u>Lockers</u>					
	Metal Lockers at Employee Breakroom	1	EA	\$ 3,500	\$ 3,500	\$ 0.05
10-0000	TOTAL SPECIALTIES				\$ 103,000	\$ 1.59
11-0000	DIVISION 11 EQUIPMENT					
	<u>Security Access & Surveillance</u>					
	Surveillance System (Allowance)	Not Included				
	<u>Vehicle Equipment</u>					
	Parking Control Equipment (Allowance)	Not Included				
	<u>Linen Chute and Laundry Equipment</u>					
	Linen Chute	1	EA	\$ 8,117	\$ 8,117	\$ 0.13
	Commercial Laundry Equipment	Not Included				
	<u>Pantry Equipment</u>					
	Pantry Equipment	Not Included				
	<u>Residential Equipment</u>					
	Mini-Frig in Guestroom	Not Included				
11-0000	TOTAL EQUIPMENT				\$ 8,117	\$ 0.13
12-0000	DIVISION 12 FURNISHINGS					
	<u>Window Treatments</u>					
	Window Treatments	Not Included				
	<u>Casework (Allowance)</u>					
	Common Area Casework (Allowance)	1	LS	\$ 75,000	\$ 75,000	\$ 1.16
	Guestroom Casework (Allowance)	120	EA	\$ 1,500	\$ 180,000	\$ 2.78

COST CODE	ITEM	QTY.	UNIT	UNIT COST	TOTAL COST	SF COST
	Countertops (Allowance)					
	Stone Tops - Common Area (Allowance)	1	LS	\$ 40,000	\$ 40,000	\$ 0.62
	Stone Tops - Guestroom Vanity (Allowance)	120	EA	\$ 750	\$ 90,000	\$ 1.39
12-0000	TOTAL FURNISHINGS				\$ 385,000	\$ 5.96
13-0000	DIVISION 13 SPECIAL CONSTRUCTION					
	Electronic Access Control					
	Electronic Access Control (Allowance)	Not Included				
	Pools and Spas					
	Swimming Pool	1	EA	\$ 74,800	\$ 74,800	\$ 1.16
	Entry Water Feature (50% of \$60,000 Allowance)	50%	LS	\$ 60,000	\$ 30,000	\$ 0.46
	Kid's Water Play Area (Allowance)	Not Included				
13-0000	TOTAL SPECIAL CONSTRUCTION				\$ 104,800	\$ 1.62
14-0000	DIVISION 14 CONVEYING EQUIPMENT					
	Elevators					
	Elevator Cab Upgrade	Not Included				
	Elevator #01 and #02	2	EA	\$ 103,000	\$ 206,000	\$ 3.19
	Construction Use	1	EA	\$ 5,000	\$ 5,000	\$ 0.08
	Elevator Rehabilitation	1	EA	\$ 3,500	\$ 3,500	\$ 0.05
14-0000	TOTAL CONVEYING EQUIPMENT				\$ 214,500	\$ 3.32
15-0000	DIVISION 15 MECHANICAL					
	Water Based Fire-Suppression Systems					
	Wet Pipe Sprinkler Systems	1	SF	\$ 132,711	\$ 132,711	\$ 2.05
	Underground Fire Main and Double Detector Check	In Site				
	Fire Pumps					
	Fire Pumps	Included				
	Temporary Fire Pumps	Not Included				
	Plumbing					
	Plumbing Subcontract	1	SF	\$ 663,080	\$ 663,080	\$ 10.26
	Hangers and Supports for Plumbing Pipe	Included				
	Plumbing Insulation	Included				
	Plumbing Piping					
	CPVC - Domestic Water Piping	Included				
	PVC Sanitary Waste and Vent Piping	Included				
	PVC Storm Drainage Piping	Included				
	Gas Piping	Included				
	Plumbing Fixtures					
	Plumbing Fixtures (Allowance)	1	LS	\$ 80,000	\$ 80,000	\$ 1.24
	HVAC					
	HVAC Subcontract	1	SF	\$ 584,957	\$ 584,957	\$ 9.05
	HVAC for Common Area	Included				
	PTAC Units for Guestrooms	Included				
	Bathroom Exhaust	Included				
15-0000	TOTAL MECHANICAL				\$ 1,460,748	\$ 22.60
16-0000	DIVISION 16 ELECTRICAL					
	Electrical					
	Electrical Subcontractor	1	SF	\$ 940,068	\$ 940,068	\$ 14.54
	Inncom System at Guestrooms (Included)	Included				
	Fire Alarm System	Included				
	Lighting					
	Interior Lighting	Included				
	Exterior Lighting	Included				
	Site Lighting	Included				

COST CODE	ITEM	QTY.	UNIT	UNIT COST	TOTAL COST	SF COST
	Structured Cabling Communications Backbone Cabling Communications Coaxial Backbone Cabling	Not Included Not Included				
	Electrical Power Generation Diesel Generator	Not Included				
16-0000	TOTAL ELECTRICAL				\$ 940,068	\$ 14.54
	SUB-TOTAL - DIVISION 01 THRU 16				\$ 9,311,504	\$ 144.04
50-0000	DIVISION 50 INSURANCE, TAXES & BONDS					
	GC General Liability Insurance	1	LS	0.89%	\$ 82,872	\$ 1.28
	Builders Risk Insurance	Not Included				
	Builders Risk Insurance Deductible	Not Included				
	Contractor's Payment & Performance Bond	1	LS	1.00%	\$ 93,115	
	Subcontractor Bonds	Not Included				
	Building Permits (By Owner)	Not Included				
	Sales Tax	Included				
	Contractors Contingency	Not Included				
	Contractor Overhead and Profit	1	LS	5.00%	\$ 465,575	\$ 7.20
	TOTAL INSURANCE TAXES BONDS CONTRACTOR'S OH&P				\$ 641,563	\$ 9.92
	GRAND TOTAL - PER TOTAL SF				\$ 9,953,067	\$ 153.96

Cost/Key \$ 82,942

Print Date: 2/9/2017 14:59



Date: 12/02/2016

Update: 2/9/2017

12/02/16 Revised 12/21/16, 2/9/17

Project Date	
Project	Colony West at Tamarac - Clubhouse
Location	Tamarac , FL
Ground Floor Interior Sqft	10,064
Second Floor Interior Sqft	8,409
Sub Total of Interior Sqft	18,473
Porte Cochere Sqft	2,895
Ground Floor Terrace Sqft	2,118
Second Floor Terrace Sqft	3,065
Gross Building Sqft	26,551
Parking Spaces	205
Building Height (stories)	02
Gross Site Area (acres)	3.60
Schedule Duration (months)	12

COST CODE	ITEM	UNIT	QTY.	UNIT COST	TOTAL	SF COST
01-1000	DIVISION 1 GENERAL CONDITIONS					
	<u>General Condition</u> General Conditions	1	LS	\$ 454,626	\$ 454,626	\$ 17.12
01-0000	TOTAL GENERAL CONDITIONS				\$ 454,626	\$ 15.85
02-0000	DIVISION 2 SITE CONSTRUCTION					
	<u>Material Testing / Special Inspector</u> Material Testing (by Owner) Threshold Inspector (by Owner)	Not Included Not Included				
	<u>Asbestos Remediation</u> Asbestos Abatement Survey Allowance (100% Tamarac) Asbestos Abatement On-Site Testing & Reporting	1 Not Included	LS	\$ 3,500	\$ 3,500	\$ 0.13
	<u>Erosion Control</u> Temporary Construction Entrances Inlet Protection Silt Fence & Silt Boom	In Site Demo In Site Demo In Site Demo				
	<u>Underground Storage Tank Removal</u> Underground Storage Tank Removal	Not Included				
	<u>Site Clearing</u> Site Demolition (62%) Demo - Asphalt Parking Lot and Curbing (Allowance 62%) <u>Import Fill (Allowance, 62%)</u> Site Grading Clearing & Grubbing (62%) Building Demolition (100%) Selective Structure Demolition Vibrofloatation	62% In Demo 62% In Import Fill In Demo 100% Not Applicable Not Applicable	AC AC CY SF	\$ 132,935 \$ \$ 133,297 \$ 46,183	\$ 82,420 \$ - \$ 82,644 \$ 46,183	\$ 0.52 \$ - \$ 0.52 \$ 1.61 \$ -
	<u>Dewatering and Excavations</u> <u>Dewatering at Elevator Foundation (Allowance by % of Ground Surface Area)</u> <u>Fuel for Dewatering Pumps (Allowance by % of Ground Surface Area)</u> <u>#57 Stone for Dewatering (Allowance by % of Ground Surface Area)</u>	61% 61% 61%	MO GAL SY	\$ 15,000 \$ 3,500 \$ 2,500	\$ 9,150 \$ 2,135 \$ 1,525	\$ 0.06 \$ 0.01 \$ 0.01
	<u>Surveying</u> Surveying (Site work and Building)	62%	AC	\$ 34,150	\$ 21,173	\$ 0.74

COST CODE	ITEM	UNIT	QTY.	UNIT COST	TOTAL	SF COST
	Temp Facilities Off-site Parking Lot (by Owner)	Not Included				
	Streetside Provisions Street Cleaning (Allowance)	62%	SF	\$ 3,500	\$ 2,170	\$ 0.08
	Bases, Ballasts and Paving Asphalt Paving Parking Lot (Allowance, 62%)	62%	SY	\$ 616,094	\$ 381,978	\$ 13.32
	Concrete Sidewalks (Allowance, 62%)	62%	SF	\$ 45,500.00	\$ 28,210	\$ 0.98
	Curbs and Gutters (Allowance, 62%)	In Paving				
	Unit Paving Porte-Cochere and Drive Circle (50%)	50%	SF	\$ 54,613	\$ 27,306	\$ 0.95
	Outdoor Terrace 1st Floor (100%)	2118	SF	\$ 4.50	\$ 9,531	\$ 0.33
	Unit Pavers at Fountains (Allowance) (50%)	50%	SF	\$ 6,460	\$ 3,230	\$ 0.11
	Pavers at Covered Walkway (In Fairfield Inn)	Not Included				
	Pavement Markings Painted Pavement Markings (Allowance, 62%)	62%	EA	\$ 16,043	\$ 9,946	\$ 0.35
	Tactile Warning Surfacing (Allowance)	6	EA	\$ 650	\$ 3,900	\$ 0.14
	Utilities On-site Utility Locates (62%)	62%	SF	\$ 3,500	\$ 2,170	\$ 0.08
	Clean/Video existing Storm and Sanitary (62%)	62%	SF	\$ 10,000	\$ 6,200	\$ 0.22
	Domestic Water (Budgetary, 62%)	62%	SF	\$ 155,144	\$ 96,189	\$ 3.35
	Sanitary Sewerage Utilities Sanitary Sewer System (Budgetary, 62%)	62%	SF	\$ 35,335	\$ 21,908	\$ 0.76
	Storm Drainage Utilities Storm Drainage System (Budgetary, 62%)	62%	SF	\$ 171,550	\$ 106,361	\$ 3.71
	Storm Drainage Manholes and Covers	Included				
	Electrical Utilities Electrical Utility Poles (FP&L)	Not Included				
	Electrical U/G Duct bank (Allowance)	50	LF	\$ 175.00	\$ 8,750	\$ 0.31
	Irrigation Irrigation (Budgetary)	62%	AC	\$ 35,000	\$ 21,700	\$ 0.76
	Drip Irrigation	Included				
	Landscaping Landscaping (Budgetary)	62%	AC	\$ 162,521	\$ 100,763	\$ 3.80
2-0000	TOTAL SITE CONSTRUCTION				\$ 1,079,042	\$ 37.62
03-0000	DIVISION 3 CONCRETE					
	Concrete Concrete Testing and Control	By Owner				
	Clubhouse - Concrete Formwork	18,473	SF	\$ 28.00	\$ 517,244	\$ 18.03
	Covered Walkway (In Fairfield Inn)	Not Included				
	Precast Concrete Items Architectural Precast (Allowance)	1	LF	\$ 50,000	\$ 50,000	\$ 1.74
03-0000	TOTAL CONCRETE				\$ 567,244	\$ 19.77
04-0000	DIVISION 4 MASONRY					
	Concrete Masonry Clubhouse - Unit Masonry	18,473	SF	\$ 4.50	\$ 83,129	\$ 2.90
	Engineered Stone and Waterproofing (Allowance)	3360	SF	\$ 20.00	\$ 67,200	\$ 2.34

COST CODE	ITEM	UNIT	QTY.	UNIT COST	TOTAL	SF COST
04-0000	TOTAL MASONRY				\$ 150,329	\$ 5.24
05-0000	DIVISION 5 METALS					
	<u>Misc. and Structural Steel</u>					
	Misc. Metals	1	LS	\$ 3,500	\$ 3,500	\$ 0.12
	Structural Steel Columns (Allowance)	18	EA	\$ 1,500	\$ 27,000	\$ 0.94
	Steel Brackets for Banquet Room Operable Partition (Allowance)	1	LS	\$ 15,000	\$ 15,000	\$ 0.56
	<u>Metal Joists</u>					
	Long-span Steel Joist Framing at Porte Cohere (Allowance)	2,895	SF	\$ 22.50	\$ 65,138	\$ 2.27
	Long-span Steel Joist Framing at Atrium (Allowance)	4,085	SF	\$ 22.50	\$ 91,913	\$ 3.20
	<u>Metal Decking</u>					
	Metal Decking at Porte Cohere (Allowance)	2,895	SF	\$ 5.50	\$ 15,923	\$ 0.56
	Metal Decking at Atrium (Allowance)	4,085	SF	\$ 5.50	\$ 22,468	\$ 0.78
	<u>Metal Fabrications</u>					
	Metal Stairs and Railing (Stairs 1 & 2)	4	EA	\$ 5,000	\$ 20,000	\$ 0.75
	Metal Access Ladders	2	EA	\$ 750	\$ 1,500	\$ 1.20
	Bollards	6	EA	\$ 500	\$ 3,000	\$ 0.10
	<u>Decorative Aluminum</u>					
	Ornamental Metal					
	Decorative Spiral Metal Stairs (Allowance)	1	LS	\$ 45,000	\$ 45,000	\$ 1.69
	Ornamental Handrails and Railings at Second Floor Terrace (Allowance)	192	LF	\$ 55.00	\$ 10,560	\$ 0.37
	Ornamental Tiles (Allowance)	1	LS	\$ 15,000	\$ 15,000	\$ 0.56
	Decorative Brackets Ground Floor Terrace (Allowance)	19	EA	\$ 450	\$ 8,550	\$ 6.87
05-0000	TOTAL METALS				\$ 344,550	\$ 12.01
06-0000	DIVISION 6 WOODS, PLASTICS AND COMPOSITES					
	<u>Rough Carpentry</u>					
	Rough Carp. - Wood Trusses Material at Covered Walkway (Allowance)	In Fairfield				
	Rough Carp. - Sheathing and Fascia Mat.	In Fairfield				
	Rough Carpentry - Install Trusses	In Fairfield				
	<u>Finish Carpentry</u>					
	Millwork and Casework (Allowance)	1	LS	\$ 150,000	\$ 150,000	\$ 5.23
					\$ -	\$ -
06-0000	TOTAL WOODS, PLASTICS AND COMPOSITES				\$ 150,000	\$ 5.23
07-0000	DIVISION 7 THERMAL AND MOISTURE PROTECTION					
	<u>Thermal & Moisture Consultants</u>					
	Building Envelope Consultant (by Owner)	Not Included				
	Roofing Consultant (by Owner)	Not Included				
	<u>Damp proofing and Waterproofing</u>					
	Waterproofing at Stone	In Div. 02				
	Exterior Caulking	1	LS	\$ 6,540	\$ 6,540	\$ 0.23
	Waterproofing at Second Floor Terrace	5070	SF	\$ 7.50	\$ 38,025	\$ 1.33

COST CODE	ITEM	UNIT	QTY.	UNIT COST	TOTAL	SF COST
	<u>Thermal Protection</u>					
	Building Insulation	26,551	SF	\$ 1.50	\$ 39,827	\$ 1.39
	<u>Membrane Roofing</u>					
	3- Ply Roofing / Conc.	5980	SF	\$ 7.50	\$ 44,850	\$ 1.56
	Standing Metal Seam at Atrium (Allowance)	4084	SF	\$ 8.50	\$ 34,714	\$ 1.21
	Standing Metal Seam at Porte Cohere (Allowance)	2895	SF	\$ 8.50	\$ 24,608	\$ 0.86
07-0000	TOTAL THERMAL AND MOISTURE PROTECTION				\$ 188,563	\$ 6.57
08-0000	DIVISION 8 OPENINGS					
	<u>Interior Doors and Frames</u>					
	Wood Doors, Frames and Hardware	83	EA	\$ 750	\$ 62,250	\$ 2.17
	<u>Storefront Doors and Hardware</u>					
	Aluminum Storefront - Single Doors	8	EA	\$ 2,500	\$ 20,000	\$ 0.70
	Aluminum Storefront - Double Doors	4	EA	\$ 4,800	\$ 19,200	\$ 0.67
	Automatic Entrance	1	LS	\$ 28,500	\$ 28,500	\$ 0.99
	<u>Aluminum Windows</u>					
	Storefront System	2770	SF	\$ 85.00	\$ 235,450	\$ 8.21
	Bi-Fold Glass Wall System	600	SF	\$ 120.00	\$ 72,000	\$ 2.51
	Atrium Glass Wall System	1824	SF	\$ 95.00	\$ 173,280	\$ 6.04
	<u>Glazing</u>					
	Mirrors for Bath Vanities	30	EA	\$ 325	\$ 9,750	\$ 0.34
	Interior Tempered Glass Windows Rest	40	LF	\$ 85.00	\$ 3,400	\$ 0.12
08-0000	TOTAL OPENINGS				\$ 623,830	\$ 21.75
09-0000	DIVISION 9 FINISHES					
	<u>Gypsum Board</u>					
	Framing & Drywall at Clubhouse	18,473	SF	\$ 9.00	\$ 166,257	\$ 5.80
	<u>Lath and Plaster</u>					
	Stucco and Trim at Clubhouse	18,473	SF	\$ 3.50	\$ 64,656	\$ 2.25
	<u>Ceilings</u>					
	Acoustical Ceilings (Allowance)	1200	SF	\$ 7.00	\$ 8,400	\$ 0.29
	<u>Hard Surface Flooring</u>					
	Porcelain Tile: Restrooms, Locker Room, Bar, Lobby Corridors, PreFunction, Spiral Stairs and Second Floor Terrace (Allowance)	11,193	SF	\$ 11.50	\$ 128,720	\$ 4.49
	Epoxy Flooring at Kitchens	1,800	SF	\$ 8.50	\$ 15,300	\$ 0.53
	Concrete Sealer	1,460	SF	\$ 1.50	\$ 2,190	\$ 0.08
	<u>Carpeting and Vinyl</u>					
	Carpeting: Pro-Shop, Restaurant, Office, Meeting Room, Banquet, and Bridal (Allowance)	890	SY	\$ 25.00	\$ 22,250	\$ 0.78
	Rubber Flooring; Storage Rooms (Allowance)	735	SF	\$ 4.50	\$ 3,308	\$ 0.12
	<u>Painting and Coating</u>					
	Exterior & Interior Painting	18,473	SF	\$ 3.50	\$ 64,656	\$ 2.25
	Wall cover	Not Included	LS			\$ -
09-0000	TOTAL FINISHES				\$ 475,735	\$ 16.58

COST CODE	ITEM	UNIT	QTY.	UNIT COST	TOTAL	SF COST
10-0000	DIVISION 10 SPECIALTIES					
	<u>Louvers and Vents</u>	Not Included				
	<u>Signage</u>					
	Code Minimum Signage	1	LS	\$ 2,500	\$ 2,500	\$ 0.09
	Monument Signage	Not Included				
	Building Signage	Not Included				
	<u>Interior Specialties</u>					
	Operable Partition at Banquet	1	LS	\$ 20,000	\$ 20,000	\$ 0.70
	<u>Toilet and Bath Accessories</u>					
	Toilet Accessories (Allowance)	24	EA	\$ 1,200	\$ 28,800	\$ 1.00
	Toilet Partitions (Allowance)	12	EA	\$ 2,200	\$ 26,400	\$ 0.92
	Shower Enclosures	2	EA	\$ 1,200	\$ 2,400	\$ 0.08
	<u>Fire Protection Specialties</u>					
	Fire Extinguishers & Cabinets (Allowance)	8	EA	\$ 350	\$ 2,800	\$ 0.10
	<u>Lockers</u>					
	Metal Lockers (Men's and Women's)	9	EA	\$ 2,500	\$ 22,500	\$ 0.78
	<u>Postal Specialties</u>					
	Central Mailbox	Not Included				
10-0000	TOTAL SPECIALTIES				\$ 105,400	\$ 3.67
11-0000	DIVISION 11 EQUIPMENT					
	<u>Vehicle Equipment</u>					
	Vehicle Access Control Gates	Not Included				
	<u>Food Service Equipment</u>					
	Commercial Kitchen Equip.	Not Included				
11-0000	TOTAL EQUIPMENT				\$ -	\$ -
12-0000	DIVISION 12 FURNISHINGS					
	<u>Window Treatments</u>					
	Window Treatments	Not Included				
	<u>Casework and Tops</u>					
	Vanity Casework (Allowance)	6	EA	\$ 2,500	\$ 15,000	\$ 0.52
	Vanity Stone Tops	6	EA	\$ 3,500	\$ 21,000	\$ 0.73
12-0000	TOTAL FURNISHINGS				\$ 36,000	\$ 1.25
13-0000	DIVISION 13 SPECIAL CONSTRUCTION					
	Swimming Pool (In Fairfield Inn)	Not Included				
	<u>Fountains</u>					
	Entry Fountain Installation (50% of \$60,000 Allowance)	50%	LS	\$ 60,000	\$ 30,000	\$ 24.10
	<u>Special Structures</u>					
	Metal Building Systems - Cart Barn Complete	1	LS	\$ 395,377	\$ 395,377	\$ 318
13-0000	TOTAL SPECIAL CONSTRUCTION				\$ 425,377	\$ 14.83
14-0000	DIVISION 14 CONVEYING EQUIPMENT					
	Hydraulic Two Stop Elevator	2	EA	\$ 32,500	\$ 65,000	\$ 2.27

COST CODE	ITEM	UNIT	QTY.	UNIT COST	TOTAL	SF COST
	Standard Cab Finishes					
14-0000	TOTAL CONVEYING EQUIPMENT				\$ -	\$ -
21-0000	DIVISION 21 FIRE SUPPRESSION					
	<u>Fire Sprinkler System</u> Wet Pipe Sprinkler Systems Fire Pump and Controller	18473 Not Included	SF	\$ 2.75	\$ 50,801	\$ 1.77
21-0000	TOTAL FIRE SUPPRESSION				\$ 50,801	\$ 1.77
22-0000	DIVISION 22 PLUMBING					
	<u>Plumbing</u> Plumbing System CPVC Domestic Water PVC Sanitary and Storm	18,473 Included Included	SF	\$ 11.50	\$ 212,440	\$ 7.41
	<u>Plumbing Fixtures</u> Plumbing Fixtures	Included				
22-0000	TOTAL PLUMBING				\$ 212,440	\$ 7.41
23-0000	DIVISION 23 HEATING, VENTILATING AND AIR CONDITIONING					
	<u>HVAC</u> Clubhouse - HVAC	18473	SF	\$ 15.80	\$ 291,873	\$ 10.17
23-0000	TOTAL HEATING, VENTILATING AND AIR CONDITIONING				\$ 291,873	\$ 10.17
26-0000	DIVISION 26 ELECTRICAL					
	<u>Electrical</u> Clubhouse - Electrical System Fire Alarm System	18473 Included	SF	\$ 17.50	\$ 323,278	\$ 11.27
	<u>Lighting</u> Exterior Building Lighting (Allowance) Site Lighting (Allowance) Interior Lighting (Allowance)	1 1 1	LS LS LS	\$ 25,000 \$ 25,000 \$ 50,000	\$ 25,000 \$ 25,000 \$ 50,000	\$ 0.87 \$ 0.87 \$ 1.74
	<u>Electrical Power Generation</u> Stand-by Emergency Generator Lightning Protection	1 Not in Contract	LS LS	\$ 55,000	\$ 55,000	\$ 1.92
26-0000	TOTAL ELECTRICAL				\$ 478,278	\$ 16.67
27-0000	DIVISION 27 COMMUNICATIONS					
	<u>Structured Cabling</u> Communications Backbone Cabling	Not in Contract				
	<u>Communications</u> Phone and Cable TV Wire and Devices	Not in Contract				
27-0000	TOTAL COMMUNICATIONS				\$ -	\$ -
	DIVISION 28 ELECTRONIC SAFETY AND SECURITY					
	<u>Electronic Surveillance</u> Surveillance System Access Control	Not in Contract Not in Contract	LS LS			

COST CODE	ITEM	UNIT	QTY.	UNIT COST	TOTAL	SF COST
28-0000	TOTAL ELECTRONIC SAFETY AND SECURITY				\$ -	\$ -
	SUB-TOTAL				\$ 5,634,087	\$ 212.20
50-0000	DIVISION 50 INSURANCE, TAXES & BONDS					
	GC General Liability Insurance	\$ 5,634,087	EA	0.89%	\$ 50,143	\$ 1.75
	Builders Risk Insurance (by Owner)		NA			
	Builders Risk Insurance Deductible		NA			
	Contractor's Payment & Performance Bond	\$ -	NA	1%	\$ 56,341	\$ 1.96
	Building Permits (by Owner)		NA			
	Contractors Contingency (5%)	Not in Contract	NA			
	Contractor Overhead and Profit (5%)	\$ 5,634,087	LS	5%	\$ 281,704	\$ 10.61
	TOTAL INSURANCE TAXES BONDS CONTRACTOR'S OH&P				\$ 388,189	\$ 14.62
	GRAND TOTAL				\$ 6,022,275	\$ 226.82

Print Date: 2/9/2017 14:59



Colony West Cart Barn (See Clubhouse)

Date: 1/23/2017

Update: 2/1/2017, 2/9/17

Project Date	
Project	Colony West at Tamarac - Cart Barn
Location	Tamarac, FL
Gross Building Sqft	7,227
Parking Spaces	0
Building Height (stories)	1
Gross Site Area (acres)	0.00
Schedule Duration (months)	6

COST CODE	ITEM	UNIT	QTY.	UNIT COST	TOTAL	SF COST
01-1000	DIVISION 1 GENERAL CONDITIONS					
	<u>General Condition</u> General Conditions	Not Included				
01-0000	TOTAL GENERAL CONDITIONS				\$ -	\$ -
02-0000	DIVISION 2 SITE CONSTRUCTION					
	<u>Material Testing / Special Inspector</u> Material Testing (by Owner) Threshold Inspector (by Owner)	Not Included Not Included				
	<u>Demolition</u> Site Demolition Building Demolition	(Not Included) (Not Included)				
	<u>Asbestos Remediation</u> Asbestos Abatement Survey Allowance	Not Included				
	<u>Underground Storage Tank Removal</u> Underground Storage Tank Removal	Not Included				
	<u>Site Clearing</u> Clearing and Grubbing	(Not Included)				
	<u>Temp Facilities</u> Off-site Parking Lot (by Owner)	Not Included				
	<u>Bases, Ballasts and Paving</u> Asphalt Paving Parking Lot (Allowance)	(Not Included)				
	<u>Unit Paving</u> Unit Pavers	(Not Included)				
	<u>Sanitary Sewerage Utilities</u> Sanitary Sewer System (Allowance)		LS		\$ -	\$ -
	<u>Storm Drainage Utilities</u> Storm Drainage System (Allowance)		LS		\$ -	\$ -
	<u>Surveying</u> Surveying (Sitework and Building)		LS		\$ -	\$ -
2-0000	TOTAL SITE CONSTRUCTION				\$ -	\$ -
03-0000	DIVISION 3 CONCRETE					
	<u>Concrete</u> Concrete Testing and Control (By Owner) Concrete Formwork	Not Included 7,227	SF	\$ 9.00	\$ 65,043	\$ 9.00

COST CODE	ITEM	UNIT	QTY.	UNIT COST	TOTAL	SF COST
03-0000	TOTAL CONCRETE				\$ 65,043	\$ 9.00
04-0000	DIVISION 4 MASONRY					
	<u>Concrete Masonry</u>					
	Cart Barn- Unit Masonry	1	LS	\$ 16,200.00	\$ 16,200	\$ 2.24
04-0000	TOTAL MASONRY				\$ 16,200	\$ 2.24
05-0000	DIVISION 5 METALS					
	<u>Engineered Metal Structures</u>					\$ -
	Covered Cart Parking	7227	SF	\$ 12.00	\$ 86,724	\$ 12.00
	Screen at West Elev. (Allowance)	349	SF	\$ 5.00	\$ 1,745	\$ 0.24
						\$ -
05-0000	TOTAL METALS				\$ 88,469	\$ 12.24
06-0000	DIVISION 6 WOODS, PLASTICS AND COMPOSITES					
	<u>Rough Carpentry</u>					
	Rough Carpentry	1	LS	\$ 1,500	\$ 1,500	\$ 0.21
	<u>Finish Carpentry</u>					
	Running Trim at Office Areas	278	LF	\$ 5	\$ 1,390	\$ 0.19
06-0000	TOTAL WOODS, PLASTICS AND COMPOSITES				\$ 2,890	\$ 0.40
07-0000	DIVISION 7 THERMAL AND MOISTURE PROTECTION					
	<u>Thermal & Moisture Consultants</u>					
	Building Envelope Consultant (by Owner)	Not Included				
	Roofing Consultant (by Owner)	Not Included				
	<u>Dampproofing and Waterproofing</u>					
	Exterior Caulking	1	LS	\$ 900	\$ 900	\$ 0.12
	<u>Thermal Protection</u>					
	Building Insulation	318	SF	\$ 1.50	\$ 477	\$ 0.07
07-0000	TOTAL THERMAL AND MOISTURE PROTECTION				\$ 1,377	\$ 0.19
08-0000	DIVISION 8 OPENINGS					
	<u>Interior Doors and Frames</u>					
	Wood Doors, Frames and Hardware	4	EA	\$ 950	\$ 3,800	\$ 0.53
	Hollow Metal Doors and Frames	2	EA	\$ 1,300	\$ 2,600	\$ 0
	<u>Overhead Doors</u>					
	Overhead Doors	1	LS	\$ 41,000	\$ 41,000	\$ 5.67
	Electric Operators for OH Doors	Not Included				
	<u>Aluminum Windows</u>					
	Windows	5	EA	\$ 900	\$ 4,500	\$ 0.62
	<u>Glazing</u>					
	Mirrors for Bath Vanity	1	EA	\$ 200	\$ 200	\$ 0.03
08-0000	TOTAL OPENINGS				\$ 52,100	\$ 7.21

COST CODE	ITEM	UNIT	QTY.	UNIT COST	TOTAL	SF COST
09-0000	DIVISION 9 FINISHES					
	<u>Gypsum Board</u> Framing & Drywall Office Areas	535	SF	\$ 10.50	\$ 5,618	\$ 0.78
	<u>Lath and Plaster</u> Exterior Stucco	162	SY	\$ 40.00	\$ 6,498	\$ 0.90
	<u>Ceilings</u> Acoustical Ceilings	450	SF	\$ 7.00	\$ 3,150	\$ 0.44
	<u>Tile</u> Bathroom Tile	1	LS	\$ 1,000	\$ 1,000	\$ 0.14
	<u>Carpeting and Vinyl</u> Vinyl Flooring	450	LS	\$ 6	\$ 2,700	\$ 0.37
	<u>Painting and Coating</u> Exterior Painting	1462	SF	\$ 2	\$ 2,924	\$ 0.40
	Interior Painting Offices only	2502	SF	\$ 2	\$ 5,004	\$ 0.69
09-0000	TOTAL FINISHES				\$ 26,893	\$ 3.72
10-0000	DIVISION 10 SPECIALTIES					
	<u>Signage</u> Code Minimum Signage	1	LS	\$ 800	\$ 800	\$ 0.11
	<u>Toilet and Bath Accessories</u> Toilet Accessories	1	EA	\$ 500	\$ 500	\$ 0.07
	<u>Fire Protection Specialties</u> Fire Extinguishers & Cabinets	4	EA	\$ 175	\$ 700	\$ 0.10
10-0000	TOTAL SPECIALTIES				\$ 22,000	\$ 3.04
11-0000	DIVISION 11 EQUIPMENT					
	<u>Residential Equipment</u> Icemaker (By Owner)	Not Included				
11-0000	TOTAL EQUIPMENT					
12-0000	DIVISION 12 FURNISHINGS					
	<u>Window Treatments</u>	Not Included				
	<u>Casework, Tops and Furniture</u>	Not Included				
12-0000	TOTAL FURNISHINGS					
13-0000	DIVISION 13 SPECIAL CONSTRUCTION	Not Included				
13-0000	TOTAL SPECIAL CONSTRUCTION					
14-0000	DIVISION 14 CONVEYING EQUIPMENT	Not Included				
14-0000	TOTAL CONVEYING EQUIPMENT					
21-0000	DIVISION 21 FIRE SUPPRESSION	Not Included				
21-0000	TOTAL FIRE SUPPRESSION					

COST CODE	ITEM	UNIT	QTY.	UNIT COST	TOTAL	SF COST
22-0000	DIVISION 22 PLUMBING <u>Plumbing</u> Plumbing System CPVC Domestic Water PVC Sanitary <u>Plumbing Fixtures</u> Plumbing Fixtures	1 Included Included Included	LS	\$ 5,000	\$ 5,000	\$ 0.69
22-0000	TOTAL PLUMBING				\$ 5,000	\$ 0.69
23-0000	DIVISION 23 HEATING, VENTILATING AND AIR CONDITIONING <u>HVAC</u> HVAC in Office Areas	1	LS	\$ 7,000	\$ 7,000	\$ 0.97
23-0000	TOTAL HEATING, VENTILATING AND AIR CONDITIONING				\$ 7,000	\$ 0.97
26-0000	DIVISION 26 ELECTRICAL <u>Electrical</u> Electrical System <u>Lighting</u> Interior Lighting (Allowance) <u>Electrical Power Generation</u> Stand-by Emergency Generator Lightning Protection	7,227 Included Not Included Not Included	SF LS	\$ 15.00	\$ 108,405	\$ 15.00
26-0000	TOTAL ELECTRICAL				\$ 108,405	\$ 15.00
27-0000	DIVISION 27 COMMUNICATIONS <u>Structured Cabling</u> Communications Backbone Cabling <u>Communications</u> Phone and Cable TV Wire and Devices	Not Included Not Included				
27-0000	TOTAL COMMUNICATIONS				\$ -	\$ -
	DIVISION 28 ELECTRONIC SAFETY AND SECURITY <u>Electronic Surveillance</u> Surveillance System (Allowance) Access Control	Not Included Not Included				
28-0000	TOTAL ELECTRONIC SAFETY AND SECURITY				\$ -	\$ -
						\$ -
	SUB-TOTAL				\$ 395,377	\$ 54.71
50-0000	DIVISION 50 INSURANCE, TAXES & BONDS GC General Liability Insurance Builders Risk Insurance (by Owner) Builders Risk Insurance Deductible Contractor's Payment & Performance Bond Building Permits (by Owner) Warranty / Turnover Reserve (1% allowance)		EA NA NA EA NA NA	1% 1%	\$ - \$ -	\$ - \$ -

Craft Construction LLC.
480 S. Andrews Ave Suite 103
Pompano Bch. FL33069
Ph.954-372-1017

COST CODE	ITEM	UNIT	QTY.	UNIT COST	TOTAL	SF COST
	Contractors Contingency (2%)		NA			
	Contractor Overhead and Profit (5%)		EA	5%	\$ -	\$ -
TOTAL INSURANCE TAXES BONDS CONTRACTOR'S OH&P					\$ -	\$ -
GRAND TOTAL					\$ 395,377	\$ 54.71

Print Date: 2/9/2017 14:59

EXHIBIT D
SCHEDULE

PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Predecessors	Q3	Q4	2017 Q1	Q2	Q3	Q4	2018 Q1	Q2	Q3	Q4
1	FAIRFIELD INN & SUITES	498 days	Wed 1/4/17	Fri 11/30/18											
2	COLONY WEST CLUBHOUSE & CART BARN														
3	PRECONSTRUCTION PHASE	373 days	Wed 1/4/17	Fri 6/8/18											
4	Schematic Drawing Phase	48 days	Wed 1/4/17	Fri 3/10/17											
5	Receipt of Schematic Drawings	1 day	Wed 1/4/17	Wed 1/4/17											
6	Budget Pricing of Schematic Drawings	14 days	Thu 1/5/17	Tue 1/24/17	5										
7	Submit for DRC Approvals	40 days	Mon 1/16/17	Fri 3/10/17											
8	Receive DRC Approval	1 day	Thu 4/13/17	Thu 4/13/17	7FS+4 days										
9	Site Plan Approvals	28 days	Mon 4/17/17	Wed 5/24/17	8FS+1 day										
10	50% Design Drawing Phase	4 days	Fri 3/31/17	Wed 4/5/17											
11	Receipt of 50% Design Drawings	1 day	Fri 3/31/17	Fri 3/31/17											
12	Review of 50% drawings and Develop Subcontractor Bid List	3 days	Mon 4/3/17	Wed 4/5/17	11										
13	Budget Pricing of 50% Drawings	15 days	Thu 4/6/17	Wed 4/26/17	12										
14	Constructability Review of 50% Drawings	5 days	Thu 4/6/17	Wed 4/12/17	12										
15	Systems Review with Key Subcontractors	5 days	Thu 4/13/17	Wed 4/19/17	14										
16	Permit Set Drawing Phase	23 days	Thu 5/4/17	Mon 6/5/17											
17	Receipt of Permit Set Drawings	1 day	Thu 5/4/17	Thu 5/4/17	11FS+22 day										
18	Internal Review of Plans and Specifications	2 days	Fri 5/5/17	Mon 5/8/17	17										
19	Finalize Subcontractor Bid List and Distribute Plans for Pricing	3 days	Tue 5/9/17	Thu 5/11/17	18										
20	Subcontractor Pricing of Permit Set Drawings	15 days	Fri 5/5/17	Thu 5/25/17	17										
21	Constructability Review of Permit Set Drawing	10 days	Tue 5/9/17	Mon 5/22/17	19SS										
22	RFI Submittals and Responses	15 days	Tue 5/16/17	Mon 6/5/17	18FS+5 days										
23	Cost Savings Analysis and Value Engineering	15 days	Tue 5/9/17	Mon 5/29/17	21SS										
24	Receive Contractor Pricing	1 day	Thu 5/25/17	Thu 5/25/17	20FS-1 day										
25	Internal Review of Subcontractor Pricing	5 days	Thu 5/25/17	Wed 5/31/17	24SS										
26	Finalize Subcontractor Pricing and Scope	5 days	Tue 5/23/17	Mon 5/29/17	20FS-3 days										



FAIRFIELD INN & SUITES
680 NW 88TH AVE.
TAMARAC, FLORIDA

SCHEDULE DATE: 3/9/17
DRAWING PHASE: SCHEMATIC SET

PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Predecessors	2017				2018					
						Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
27	Finalize Notes and Qualifications	2 days	Thu 5/25/17	Fri 5/26/17	20FS-1 day										
28	Submit Permit Set Proposal Review to Owner	1 day	Fri 5/26/17	Fri 5/26/17	27FS-1 day										
29	Meeting With Owner to Review of Proposal and	1 day	Mon 5/29/17	Mon 5/29/17	28										
30	GMP PHASE	96 days	Thu 4/27/17	Thu 9/7/17											
40	Permitting	77 days	Mon 3/13/17	Tue 6/27/17											
41	Receive Environmental Permit	60 days	Mon 3/13/17	Fri 6/2/17	7										
42	Receive Foundation Permit	15 days	Wed 5/24/17	Tue 6/13/17	17										
43	Master Permit Submission	5 days	Wed 5/24/17	Tue 5/30/17	9										
44	Obtain Building Permits	20 days	Wed 5/31/17	Tue 6/27/17	43										
45	PREPURCHASING AND LONG LEAD PROCUREMENT	40 days	Wed 6/7/17	Tue 8/1/17											
54	CONSTRUCTION PHASE (CART BARN)	133 days	Thu 6/15/17	Mon 12/18/17	44										
55	BUILDING	133 days	Thu 6/15/17	Mon 12/18/17	44FS+1 day										
56	SHELL	66 days	Thu 6/15/17	Thu 9/14/17											
57	FOUNDATION	26 days	Thu 6/15/17	Thu 7/20/17											
82	ROOFING	25 days	Thu 10/19/17	Wed 11/22/17											
83	Install Roofing Membrane and Metal Flashing	10 days	Thu 10/19/17	Wed 11/1/17	81										
84	Install Tile Roofing System	10 days	Thu 11/2/17	Wed 11/15/17	83										
85	WINDOWS AND DOORS	15 days	Tue 9/5/17	Mon 9/25/17											
88	INTERIORS	65 days	Tue 9/5/17	Mon 12/4/17	56FS-10 day										
89	Exterior Finishes	50 days	Mon 9/18/17	Fri 11/24/17											
92	TCO (Substantial Completion)	5 days	Fri 11/10/17	Thu 11/16/17	84FS-4 days										
93	FINAL COMPLETION	9 days	Fri 11/17/17	Wed 11/29/17											
94	Perform architect's inspection	2 days	Thu 11/16/17	Fri 11/17/17	84										
95	Complete Punch Lists	5 days	Fri 11/24/17	Thu 11/30/17	94FS+4 days										
96	Perform local building agency inspection	4 days	Mon 11/20/17	Thu 11/23/17	94										
97	Perform Fire Marshal's inspection	1 day	Fri 11/24/17	Fri 11/24/17	96										
98	Obtain certificate of occupancy	1 day	Mon 11/27/17	Mon 11/27/17	97										
99	Issue final completion documents including w	1 day	Tue 11/28/17	Tue 11/28/17	98										



FAIRFIELD INN & SUITES
680 NW 88TH AVE.
TAMARAC, FLORIDA

SCHEDULE DATE: 3/9/17
DRAWING PHASE: SCHEMATIC SET

PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Predecessors	Q3	Q4	2017 Q1	Q2	Q3	Q4	2018 Q1	Q2	Q3	Q4
100															
101	SET UP TEMPORARY GOLF PRO SHOP & OFF	45 days	Mon 9/18/17	Fri 11/17/17											
102															
103	COLONY WEST CLUBHOUSE	263 days	Wed 12/6/17	Fri 12/7/18											
104	LONG LEAD PROCUREMENT	72 days	Mon 9/18/17	Tue 12/26/17											
113	DEMO EXISTING CART BARN AND SITE PR	15 days	Tue 11/28/17	Mon 12/18/17											
114	BUILDING	263 days	Wed 12/6/17	Fri 12/7/18											
115	SHELL	95 days	Wed 12/6/17	Tue 4/17/18											
116	FOUNDATION	26 days	Wed 12/6/17	Wed 1/10/18											
140	ROOFING	25 days	Wed 3/21/18	Tue 4/24/18											
141	Install Roofing Membrane and Metal	10 days	Tue 4/10/18	Mon 4/23/18	139										
142	Install Tile Roofing System	10 days	Tue 4/24/18	Mon 5/7/18	141										
143	WINDOWS AND DOORS	15 days	Tue 5/8/18	Mon 5/28/18	142										
144	Windows	15 days	Tue 5/8/18	Mon 5/28/18	139FS-10 da										
145	Storefront and Exterior Doors	10 days	Tue 5/15/18	Mon 5/28/18	144SS+5 day										
146	INTERIORS	157 days	Wed 4/11/18	Thu 11/15/18											
162	Exterior Finishes	80 days	Tue 6/5/18	Mon 9/24/18											
163	Stucco and Exterior Finishes	65 days	Tue 6/5/18	Mon 9/3/18	144FS+5 day										
164	Painting	15 days	Tue 9/4/18	Mon 9/24/18	163										
165	TCO (Substantial Completion)	5 days	Wed 10/10/18	Tue 10/16/18	161										
166	FINAL COMPLETION	23 days	Thu 10/11/18	Mon 11/12/18	165										
167	Perform architect's inspection	2 days	Thu 10/11/18	Fri 10/12/18	165FS-4 day										
168	Complete Punch Lists	10 days	Fri 10/19/18	Thu 11/1/18	167FS+4 day										
169	Perform local building agency inspection	4 days	Fri 11/2/18	Wed 11/7/18	168										
170	Perform Fire Marshal's inspection	1 day	Thu 11/8/18	Thu 11/8/18	169										
171	Obtain certificate of occupancy	1 day	Fri 11/9/18	Fri 11/9/18	170										
172	Issue final completion documents includ	1 day	Mon 11/12/18	Mon 11/12/18	171										
173															



FAIRFIELD INN & SUITES
680 NW 88TH AVE.
TAMARAC, FLORIDA

SCHEDULE DATE: 3/9/17
DRAWING PHASE: SCHEMATIC SET

PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Predecessors	2017		2018							
						Q3	Q4	Q1	Q2	Q3	Q4				
174	FAIRFIELD INN & SUITES														
175	SHELL	186 days	Mon 8/14/17	Mon 4/30/18											
176	FOUNDATION	51 days	Mon 8/14/17	Mon 10/23/17											
184	SLAB ON GRADE (SOG)	23 days	Tue 10/24/17	Thu 11/23/17											
192	GROUND FLOOR	50 days	Tue 10/10/17	Mon 12/18/17											
196	2ND FLOOR	22 days	Tue 12/19/17	Wed 1/17/18											
200	3RD FLOOR	22 days	Thu 1/18/18	Fri 2/16/18											
204	4TH FLOOR	22 days	Mon 2/19/18	Tue 3/20/18											
208	5TH FLOOR	22 days	Wed 3/21/18	Thu 4/19/18											
212	Temporary waterproof at 5th Floor	3 days	Wed 5/2/18	Fri 5/4/18	214FS+5 day										
213	ROOF	35 days	Fri 4/20/18	Thu 6/7/18											
218	WINDOWS AND DOORS	60 days	Fri 4/20/18	Thu 7/12/18											
222	INTERIORS	121 days	Mon 2/26/18	Mon 8/13/18											
223	GROUND FLR	103 days	Wed 3/21/18	Fri 8/10/18											
241	2ND FLOOR	82 days	Mon 2/26/18	Tue 6/19/18											
259	3RD FLOOR	86 days	Wed 3/21/18	Wed 7/18/18											
277	4TH FLOOR	86 days	Wed 4/4/18	Wed 8/1/18											
295	5TH FLOOR	85 days	Tue 4/17/18	Mon 8/13/18											
313	ROOF	25 days	Fri 6/8/18	Thu 7/12/18											
317	ELEVATORS	50 days	Fri 5/18/18	Thu 7/26/18											
318	Elevator Install (Rails, cab, and equipment)	50 days	Fri 5/18/18	Thu 7/26/18	216FS+5 day										
319	Exterior Finishes	50 days	Fri 6/1/18	Thu 8/9/18											
320	Stucco and Exterior Finishes	40 days	Fri 6/1/18	Thu 7/26/18	219										
321	Painting	20 days	Fri 7/13/18	Thu 8/9/18	320FS-10 day										
322	Exterior Finishes	20 days	Fri 7/13/18	Thu 8/9/18	321SS										
323	SITEWORK COMPLETION	235 days	Mon 9/18/17	Fri 8/10/18											
329	TCO (Substantial Completion) (BASELINE)	3 days	Fri 8/10/18	Tue 8/14/18	312FS-2 day										
330	FINAL COMPLETION	27 days	Wed 8/15/18	Thu 9/20/18											



FAIRFIELD INN & SUITES
680 NW 88TH AVE.
TAMARAC, FLORIDA

SCHEDULE DATE: 3/9/17
DRAWING PHASE: SCHEMATIC SET

PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Predecessors	2017				2018			
						Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
331	Perform Architect's Inspection	10 days	Wed 8/15/18	Tue 8/28/18	329								
332	Complete Punch List Tasks	15 days	Thu 8/30/18	Wed 9/19/18	331FS+1 day								
333	Perform local building agency inspection	5 days	Tue 9/11/18	Mon 9/17/18	332FS-7 day								
334	Perform Fire Marshal's inspection	1 day	Tue 9/18/18	Tue 9/18/18	333								
335	Obtain certificate of occupancy	2 days	Wed 9/19/18	Thu 9/20/18	334								

Perform Arc
 Complete
 Perform Ic
 Perform F
 Obtain cer



FAIRFIELD INN & SUITES
 680 NW 88TH AVE.
 TAMARAC, FLORIDA

SCHEDULE DATE: 3/9/17
 DRAWING PHASE: SCHEMATIC SET



Title - TO2356 - General Employees Pension Plan Amendments

Item No., 8 (b) on Ordinances First Reading. (TO2356) An Ordinance of the City Commission of the City of Tamarac, Florida; amending Chapter 16, Pension and Retirement, Article III, Employees' Pension Plan, providing for eligibility of DROP participation for certain members of the Elected and Appointed Officers and Non-Represented employees retirement plan; providing for severability; providing for codification and providing for an effective date. - ***Human Resources Director Maria Swanson***

ATTACHMENTS:

Description	Upload Date	Type
▣ TO2356 - Memo	4/4/2017	Cover Memo
▣ TO2356 - Ordinance	4/4/2017	Ordinance
▣ TO2356 - Exhibit A	4/4/2017	Exhibit
▣ TO2356 - Exhibit B	3/30/2017	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
HUMAN RESOURCES DEPARTMENT

TO: Michael C. Cernech, City
Manager

DATE: April 4, 2017

FROM: Maria Swanson, Director of
Human Resources

RE: General Employees' Pension
Plan and Non-Represented
Employee Pension Plan
Amendments – DROP Participation

Recommendation: Approve amendment to the General Employees' Pension Plan amending a section to permit active City employees who have transferred from the General Pension Plan to the Non-Represented Employee Pension Plan due to reclassification or promotion to opt to participate in the Deferred Retirement Option Plan (DROP) in the General Employee Plan. Approve commensurate amendment to Non-Representative Pension Plan.

Issue: Should amendments be approved to remove a disincentive for employees to seek and accept promotions into managerial and professional positions?

Background: The City of Tamarac has two pension plans which cover non-uniformed employees – the General Employees' Pension Plan which covers bargaining unit employees and the Non-Represented Employees' Pension Plan which covers managerial and professional employees. Therefore, employees who are promoted or reclassified from a bargaining unit position to a managerial or professional position are required to move from the General Employee Pension Plan to the Non-Represented Employee Pension Plan.

Both pension plans offer a Deferred Retirement Option Plan (DROP). This program allows an employee who is eligible to retire under the plan to opt to work three (3) additional years while having their pension benefit paid into their pension plan and defer receipt until they separate from service. This encourages retirement-eligible employees to work up to a maximum of three additional years, while the City benefits from their knowledge, training, and significant experience.

In the last 5 years, we have had certain long-term bargaining unit employees who have been promoted or are currently considering promotions to managerial/professional positions which require them to move from the General Employee Pension Plan to the Non-Represented Employee Plan. Those employees, in order to move from their bargaining position to a managerial or professional position, must give up their right to participate in the DROP program of the Pension Plan from which they are transferring.

At the time of promotion or reclassification, some employees may have been employed by the City for a significant amount of time. In those instances, they may be either (1) normal retirement eligible in the General Pension Plan, or (2) close to normal retirement eligible in the General Pension Plan.

For these employees, moving to the Non-Represented Pension Plan precludes them from getting the benefit of choosing the 3-year DROP that they are or would soon have been entitled to receive had they remained under the General Employee Pension Plan. That DROP plan would be more advantageous to them because they have many years of service under that plan, and DROP benefits are primarily based on years of service within the plan.

For these employees, the DROP benefit in the Non-Representative Pension Plan is not as desirable since they would only have a few years of service under this plan to which they transferred. This disincentive, which is currently built into the pension plan ordinances, is contrary to the City's desire to encourage and support employees to seek and accept promotions to higher level positions within the City.

Therefore, we are proposing a slight change to the Pension Ordinances at this time in order to encourage employees to move into managerial and/or professional positions without the disincentive of losing their DROP benefit eligibility that they have either already earned, or are close to earning in the General Pension Plan.

The proposed amendments would permit active employees who have transferred from the General Employees' Pension Plan to the Non-Represented Pension Plan to opt to participate only in the DROP of the General Plan, thereby freezing their participation in the Non-Representative Plan with no additional service credit being granted under either plan, and upon meeting the strict requirements as described in the attached Ordinances.

The Federation of Public Employees (FPE) has also reviewed the General Employees' Pension Plan's changes and signed a Memorandum of Understanding (MOU) accepting the Plan amendments, attached as Exhibit A to the proposed General Employees' Pension Plan Ordinance.

Fiscal Impact: The Actuarial Impact Statements from Southern Actuarial Services stating that these amendments will have no actuarial impact on either plan, as required by State Statute, are attached as Exhibit A or B to the proposed Ordinances.

Maria Swanson

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 0-17- _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA; AMENDING CHAPTER 16, PENSION AND RETIREMENT, ARTICLE III, EMPLOYEES' PENSION PLAN, PROVIDING FOR ELIGIBILITY OF DROP PARTICIPATION FOR CERTAIN MEMBERS OF THE ELECTED AND APPOINTED OFFICERS AND NON-REPRESENTED EMPLOYEES RETIREMENT PLAN; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac recognizes the importance of retaining its most qualified and exemplary employees; and

WHEREAS, the City of Tamarac wishes to allow its most tenured employees who have dedicated their lives to public service and have successfully promoted through the ranks the most favorable retirement benefits that they have earned and are available;

WHEREAS, the trustees of the City of Tamarac General Employees' Pension Trust Fund considered and are in agreement that such amendments are in the best interests of the participants of the plan;

WHEREAS, the City has received a signed Memorandum of Understanding (MOU) from the Federation of Public Employees (FPE) stating the Union has no objection to the foregoing changes to the Pension Plans, attached hereto as Exhibit A; and

WHEREAS, the City Commission has received, reviewed and considered an actuarial impact statement stating that the amendments do not have an actuarial impact on the Pension Plan, provided for herein and attached as Exhibit B.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Tamarac, Florida:

Section 1: That the foregoing whereas clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: That Section 16-223 of Chapter 16, Article III, Division 4, of the City of Tamarac Code of Ordinances, be and is hereby amended to read as follows:

Sec. 16-223. - Optional benefits.

(3) Deferred Retirement Option Plan (DROP). A DROP, as defined in this plan, is established and shall be administered by the board of trustees of the City of Tamarac Employees Pension Plan. Participation shall be subject to the following terms and conditions:

- a. Eligibility. An "eligible participant" of the City of Tamarac Employees' Pension Plan, which is defined as an individual currently on full-time work status, may elect to participate in the DROP on the first day of any of the first twenty-four (24) consecutive months following first attaining eligibility for an unreduced normal retirement benefit. Eligible participants entering the DROP after the 24th month after first attaining eligibility for an unreduced normal retirement benefit shall have DROP eligibility reduced by one (1) month for each month in which entry is delayed. Participants who, on the date this section takes effect, are twenty-one (21) months or more past first attaining eligibility for an unreduced normal retirement benefit must elect to participate in the DROP within ninety (90) days of adoption of this section in order to participate in the DROP for thirty-six (36) months; if they enter the DROP thereafter, DROP participation shall be reduced by one (1) month for each month by which entry is delayed.

Notwithstanding, an "eligible participant" shall also include certain qualifying members of the Elected and Appointed Officers and Non-Represented Employees Retirement Plan who make a one-time irrevocable election in writing to opt out from such plan and enroll in the Tamarac Employees' Pension Plan solely for purposes of immediately entering the DROP. Such eligible participants shall immediately cease to accrue any service credit in both pension plans

and their final benefit fixed as of the effective date of commencement of DROP participation. Any such eligible participant shall be required to satisfy the following conditions prior to transfer and acceptance in the Tamarac Employees' Pension Plan DROP:

- 1) Eligible participant was previously a vested participant in the Tamarac Employees' Pension Plan who was no longer eligible for participation in such plan based on promotion or reclassification of their respective employment position;
- 2) Eligible participant suffered no breaks in service between participation in the Tamarac Employees' Pension Plan and participation in the Elected and Appointed Officers and Non-Represented Employees Retirement Plan;
- 3) Eligible participant is currently an active member of the Elected and Appointed Officers and Non-Represented Employees Retirement Plan;
- 4) Qualifying member has achieved Normal Retirement Age as defined in Sec. 16-219;

Section 3: It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this Ordinance may be renumbered or relettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

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

Section 5: If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given affect without the invalid provision or

application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6: This Ordinance shall become effective upon adoption, *nunc pro tunc* to April 1, 2017, upon satisfaction of each of the three following requirements set forth below having been achieved prior to second reading:

- 1) The City Commission received and has accepted a report establishing the actuarial soundness of these amendments in a letter of opinion from the Plan Actuary that the amendment has no actuarial impact; and
- 2) The Ordinance and impact statement have been sent to the State of Florida Division of Retirement; and
- 3) The Federation of Public Employees has accepted the changes proposed in this ordinance in writing.

PASSED, FIRST READING this ____ day of _____, 2017.

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

Harry Dressler, MAYOR

ATTEST:

Pat Teufel, City Clerk

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

Samuel Goren, City Attorney

MEMORANDUM OF UNDERSTANDINGBETWEEN THE CITY OF TAMARAC AND THE FEDERATION OF PUBLIC EMPLOYEES

This Memorandum of Understanding is entered into between the CITY OF TAMARAC (the "CITY") and the FEDERATION OF PUBLIC EMPLOYEES (the "FPE") for the purpose of modifying an existing Collective Bargaining Agreement between the CITY and the FPE:

WHEREAS, the CITY and the FPE have entered into a Collective Bargaining Agreement, the term of which expires September 30, 2017 ("Agreement"); and

WHEREAS, the CITY and the FPE agree that it is necessary to modify the City of Tamarac's General Employee Pension Plan ("the Plan") to incorporate language, which allows eligible participants a one-time irrevocable option to opt out of the Non-Represented Employees Retirement Plan and enroll in the Plan solely for the purpose of entering the Deferred Retirement Option Plan (DROP); and

WHEREAS, the CITY plans to adopt Temporary Ordinance 2356 on April 26, 2017 amending the Pension Ordinance to provide eligible participants with the option to maintain retirement benefits earned while a part of the Plan and enter DROP; and

WHEREAS, the CITY has an Actuarial Impact Statement from Southern Actuarial Services indicating that the proposed language changes have no actuarial impact on the Plan, attached hereto as Exhibit 1.

NOW THEREFORE, the parties agree as follows:

1. The foregoing whereas clauses are true and correct.
2. The CITY and the FPE agree that the language referencing a one-time irrevocable option for eligible participants to remain in the Plan will be incorporated in the City's Pension Ordinance, and
3. The Memorandum of Understanding shall be effective April 1, 2017.
4. All other terms of the Collective Bargaining Agreement expiring September 30, 2017, are binding except where expressly modified herein or hereinafter by the CITY and the FPE.


THE CITY OF TAMARAC

Michael C. Cernech, City Manager

4-3-17
Date

ATTEST:

Patricia Teufel, CMC, City Clerk

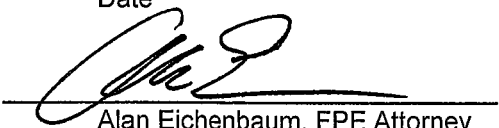
APPROVED AS TO LEGAL FORM:

Office of the City Attorney


FEDERATION OF PUBLIC EMPLOYEES

Jim Silvernale, FPE Business Representative

April 3rd 2017
Date


Alan Eichenbaum, FPE Attorney



Post Office Box 888343
ATLANTA, GEORGIA 30356-0343
TELEPHONE 770.392.0980
FACSIMILE 770.392.2193

March 29, 2017

Trustees of the City of Tamarac Employees' Pension Fund
c/o Ms. Maria Swanson
Director of Personnel
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321-2401

Re: City of Tamarac Employees' Pension Plan

Ladies and Gentlemen:

In response to your request, I have reviewed Temporary Ordinance No. 2356. This ordinance changes the definition of eligible participant to include qualifying members of the Elected and Appointed Officers and Non-Represented Employees Retirement Plan and allows them to participate in the Deferred Retirement Option Plan (DROP). Because we already assume that employees will choose to retire no later than their normal retirement age, by giving transferred employees the opportunity to enter the DROP upon attainment of normal retirement age, the ordinance does not change the cost of the plan. Therefore, we have determined that the ordinance will have no actuarial impact on the plan.

If you have any questions, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink that reads "Charles T. Carr".

Charles T. Carr
Consulting Actuary



Title - TO2357 - Non-Rep Pension Plan amendment

Item No. 8 (c) on Ordinances - First Reading. (TO2357) An Ordinance of the City Commission of the City of Tamarac, Florida; amending Chapter 16, Pension and Retirement, Article IX, Elected and Appointed Officers and Non-Represented Employees Retirement Plan, providing for eligibility of certain members of the Elected and Appointed Officers and Non-Represented Employees Retirement Plan to participate in the Employees Pension Plan DROP, providing for a savings clause; providing for severability; providing for codification and providing for an effective date. - ***Human Resources Director Maria Swanson***

ATTACHMENTS:

Description	Upload Date	Type
▣ TO2357 - Memo	4/5/2017	Cover Memo
▣ TO2357 - Ordinance	4/5/2017	Ordinance

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
HUMAN RESOURCES DEPARTMENT

TO: Michael C. Cernech, City
Manager

DATE: April 4, 2017

FROM: Maria Swanson, Director of
Human Resources

RE: General Employees' Pension
Plan and Non-Represented
Employee Pension Plan
Amendments – DROP Participation

Recommendation: Approve amendment to the General Employees' Pension Plan amending a section to permit active City employees who have transferred from the General Pension Plan to the Non-Represented Employee Pension Plan due to reclassification or promotion to opt to participate in the Deferred Retirement Option Plan (DROP) in the General Employee Plan. Approve commensurate amendment to Non-Representative Pension Plan.

Issue: Should amendments be approved to remove a disincentive for employees to seek and accept promotions into managerial and professional positions?

Background: The City of Tamarac has two pension plans which cover non-uniformed employees – the General Employees' Pension Plan which covers bargaining unit employees and the Non-Represented Employees' Pension Plan which covers managerial and professional employees. Therefore, employees who are promoted or reclassified from a bargaining unit position to a managerial or professional position are required to move from the General Employee Pension Plan to the Non-Represented Employee Pension Plan.

Both pension plans offer a Deferred Retirement Option Plan (DROP). This program allows an employee who is eligible to retire under the plan to opt to work three (3) additional years while having their pension benefit paid into their pension plan and defer receipt until they separate from service. This encourages retirement-eligible employees to work up to a maximum of three additional years, while the City benefits from their knowledge, training, and significant experience.

In the last 5 years, we have had certain long-term bargaining unit employees who have been promoted or are currently considering promotions to managerial/professional positions which require them to move from the General Employee Pension Plan to the Non-Represented Employee Plan. Those employees, in order to move from their bargaining position to a managerial or professional position, must give up their right to participate in the DROP program of the Pension Plan from which they are transferring.

At the time of promotion or reclassification, some employees may have been employed by the City for a significant amount of time. In those instances, they may be either (1) normal retirement eligible in the General Pension Plan, or (2) close to normal retirement eligible in the General Pension Plan.

For these employees, moving to the Non-Represented Pension Plan precludes them from getting the benefit of choosing the 3-year DROP that they are or would soon have been entitled to receive had they remained under the General Employee Pension Plan. That DROP plan would be more advantageous to them because they have many years of service under that plan, and DROP benefits are primarily based on years of service within the plan.

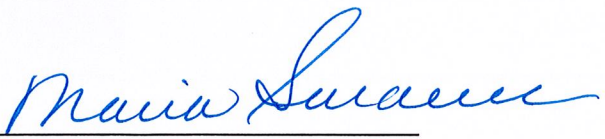
For these employees, the DROP benefit in the Non-Representative Pension Plan is not as desirable since they would only have a few years of service under this plan to which they transferred. This disincentive, which is currently built into the pension plan ordinances, is contrary to the City's desire to encourage and support employees to seek and accept promotions to higher level positions within the City.

Therefore, we are proposing a slight change to the Pension Ordinances at this time in order to encourage employees to move into managerial and/or professional positions without the disincentive of losing their DROP benefit eligibility that they have either already earned, or are close to earning in the General Pension Plan.

The proposed amendments would permit active employees who have transferred from the General Employees' Pension Plan to the Non-Represented Pension Plan to opt to participate only in the DROP of the General Plan, thereby freezing their participation in the Non-Representative Plan with no additional service credit being granted under either plan, and upon meeting the strict requirements as described in the attached Ordinances.

The Federation of Public Employees (FPE) has also reviewed the General Employees' Pension Plan's changes and signed a Memorandum of Understanding (MOU) accepting the Plan amendments, attached as Exhibit A to the proposed General Employees' Pension Plan Ordinance.

Fiscal Impact: The Actuarial Impact Statements from Southern Actuarial Services stating that these amendments will have no actuarial impact on either plan, as required by State Statute, are attached as Exhibit A or B to the proposed Ordinances.



Maria Swanson

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 0-17- _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA; AMENDING CHAPTER 16, PENSION AND RETIREMENT, ARTICLE IX, ELECTED AND APPOINTED OFFICERS AND NON-REPRESENTED EMPLOYEES RETIREMENT PLAN, PROVIDING FOR ELIGIBILITY OF CERTAIN MEMBERS OF THE ELECTED AND APPOINTED OFFICERS AND NON-REPRESENTED EMPLOYEES RETIREMENT PLAN TO PARTICIPATE IN THE EMPLOYEES PENSION PLAN DROP; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac recognizes the importance of retaining its most qualified and exemplary employees; and

WHEREAS, the City of Tamarac wishes to allow its most tenured employees who have dedicated their lives to public service and have successfully promoted through the ranks the most favorable retirement benefits that they have earned and are available; and

WHEREAS, the City Commission has received, reviewed and considered an actuarial impact statement stating that the amendments do not have an actuarial impact on the Retirement Plan, provided for herein and attached as Exhibit A.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Tamarac, Florida:

Section 1: That the foregoing whereas clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: That Section 16-905 of Chapter 16, Article IX, of the City of Tamarac Code of Ordinances, be and is hereby amended to read as follows:

Sec. 16-905. - Service retirement benefits; cost of living adjustment; disability retirement; DROP option.

* * *

(h) The normal form of retirement shall be a ten (10) year certain and life thereafter benefit.

The optional forms of benefit shall be as follows:

* * *

(5) *Deferred Retirement Option Plan (DROP)*. A DROP, as defined in Section 16-223 of the Tamarac City Code, is established and administered by the Board of Trustees of the City of Tamarac Employees' Pension Plan. Members of the Elected and Appointed Officers and Non-Represented Employees Retirement Plan may make a one-time irrevocable election, in writing, to opt out of the Retirement Plan and enroll in the Tamarac Employees' Pension Plan solely for purposes of immediately entering the DROP. Members who make such an election shall immediately cease to accrue any service credit in both pension plans and will have their final benefit fixed as of the effective date of commencement of DROP participation. Members who elect to enter the Employees' Retirement Plan DROP must satisfy the conditions articulated in Section 16-223(3)(a) of the Tamarac City Code and have achieved Normal Retirement Age, as defined in Section 16-219, prior to transfer and acceptance in the Tamarac Employees' Pension Plan DROP.

* * *

Section 3: It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this Ordinance may be renumbered or relettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

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

Section 5: If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions

or applications of this Ordinance that can be given affect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6: This Ordinance shall become effective upon adoption, *nunc pro tunc* to April 1, 2017, upon satisfaction of each of the two following requirements set forth below having been achieved prior to second reading:

- 1) City Commission received and has accepted a report establishing the actuarial soundness of these amendments in a letter of opinion from the Plan Actuary that the amendment has no actuarial impact; and
- 2) the Ordinance and impact statement have been sent to the State of Florida Division of Retirement.

PASSED, FIRST READING this ____ day of _____, 2017.

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

Harry Dressler, MAYOR

ATTEST:

Pat Teufel, CMC
City Clerk

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

Samuel Goren, City Attorney



Title - Discussion - Selection of Director, Alternate and Second Alternate to Broward League of Cities

Discussion - Selection of Director, Alternate and Second Alternate to Broward League of Cities -
City Clerk Patricia Teufel

ATTACHMENTS:

Description	Upload Date	Type
☐ Memo to Michael Cernech	3/14/2017	Cover Memo
☐ Memo from Broward League of Cities	4/5/2017	Backup Material

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY CLERK**

**TO: Michael Cernech,
City Manager**

DATE: March 14, 2017

**FROM: Patricia Teufel,
City Clerk** 

**RE: Selection of Director, Alternate
and Second Alternate to Broward
League of Cities**

Recommendation: The Mayor and City Commission are encouraged to appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Director or General Membership Meeting held where he/she represents his/her City.

Issue: Appointment of Director, Alternate, and Second Alternate to the Broward League of Cities.

Background: According to the League By-Laws, each City shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Director or General Membership Meeting held where he/she represents his/her municipality

Previously, the Mayor and City Commission appointed:

2014: Harry Dressler, Director
Michelle J. Gomez, Alternate
Debra Placko, Second Alternate

2015: Harry Dressler, Director
Pamela Bushnell, Alternate
Debra Placko, Second Alternate

2016: Harry Dressler, Director
Debra Placko, Alternate
Pamela Bushnell, Second Alternate

Fiscal Impact: There is no appreciable fiscal impact to the City.



MEMORANDUM

2016-2017 OFFICERS

President Greg Ross
Mayor, Cooper City
1st Vice President Dan Daley
Vice Mayor, Coral Springs
2nd Vice President Harry Dressler
Mayor, Tamarac
Secretary
Vacant
Treasurer Gary Resnick
Mayor, Wilton Manors

DIRECTORS

Past President Susan Starkey
Councilmember, Davie
Past President M. Margaret Bates
Commissioner, Lauderdale
Past President Joy Cooper
Mayor, Hallandale Beach
Past President Frank Ortis
Mayor, Pembroke Pines
Gloria Battle
Commissioner, Deerfield Beach
Jack Brady
Mayor, North Lauderdale
Traci Callari
Commissioner, Hollywood
Thomas Dorsett
Commissioner, West Park
Lamar Fisher
Mayor, Pompano Beach
Freddy Fisikelli
Councilmember, Southwest Ranches
Justin Flippen
Vice Mayor, Wilton Manors
Caroline Guida
Councilmember, Sea Ranch Lakes
Bill Harris
Vice Mayor, Dania Beach
Dale Holness
Commissioner, Broward County
Stacy Kagan
Vice Mayor, Parkland
Thomas Kallman
Commissioner, Weston
Keith London
Vice Mayor, Hallandale Beach
Tim Lonergan
Vice Mayor, Oakland Park
Wayne Messam
Mayor, Miramar
Ashira Mohammed
Mayor, Pembroke Park
Lesa Peerman
Commissioner, Margate
Iris Siple
Commissioner, Pembroke Pines
Larry Sofield
Assistant Deputy Mayor, Sunrise
Elliot Sokolow
Commissioner, Lauderdale-by-the-Sea
Deb Tarrant
Mayor, Hillsboro Beach
Ken Thurston
Vice Mayor, Lauderdale
Becky Tooley
Commissioner, Coconut Creek
Dean Trantalis
Vice Mayor, Fort Lauderdale
Glenn Troast
Mayor, Lighthouse Point
Diane Veltri Bendekovic
Mayor, Plantation
Beverly Williams
Commissioner, Lauderdale Lakes

Mary Lou Tighe
Executive Director
Sely Cochran
Deputy Executive Director

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: March 10, 2017
Re: 2017-18 Board of Director Appointments

According to the League By-Laws, each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.

Please agenda this item for your next commission meeting so that all appointments are concluded by April 10, 2017.

Upon commission action, please complete the information below and return to the League office by April 10, 2017.

=====

Municipality: _____

Commissioner/Council Appointments:

Director: _____

Alternate: _____

Second Alternate: _____

