



**CITY OF TAMARAC**  
**NOTICE OF WORKSHOP MEETING**  
**CITY COMMISSION OF TAMARAC, FL**  
**City Hall - Conference Room 105**  
**May 7, 2018**

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**CALL TO ORDER:**

**9:30 a.m.**

**ROLL CALL:**

**PLEDGE OF ALLEGIANCE:**

**Commissioner Marlon Bolton**

**1. TR 13096 - Citywide Culvert Headwall Phase V**

Item No. 6 (b) on the Consent Agenda. (TR13096) A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 18-05B to and approving an Agreement with Lambert Bros Inc. for the construction of Phase V of the Citywide Culvert Headwall Installation Project, in accordance with Bid No. 18-05B for a contract amount of \$546,176.50; a contingency in an amount of \$54,617.65 will be added to the project account, for a total project budget of \$600,794.15; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date. - ***Public Services Director Jack Strain***

**2. Tamarac Village - FPL Consent Decree**

Tamarac Village - FPL Consent Decree - ***Public Services Director Jack Strain***

**3. Update on Creating a Vacation Rental Registration Program and Amendment to Community Development Fee Schedule**

Update on - TO 2375 - Item No. 10 (a) on Ordinances on Second Reading - Creating a Vacation Rental Registration Program and TR13092 - Item No. 6(c) on the Consent Agenda - Amendment to Community Development Fee Schedule - ***Community Development Director Maxine Calloway***

**4. Other**

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

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

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of

such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.

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

Patricia Teufel, CMC  
City Clerk



**Title - 9:30 a.m.**

9:30 a.m.



**Title - Commissioner Marlon Bolton**

Commissioner Marlon Bolton





## Title - TR 13096 - Citywide Culvert Headwall Phase V

Item No. 6 (b) on the Consent Agenda. (TR13096) A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 18-05B to and approving an Agreement with Lambert Bros Inc. for the construction of Phase V of the Citywide Culvert Headwall Installation Project, in accordance with Bid No. 18-05B for a contract amount of \$546,176.50; a contingency in an amount of \$54,617.65 will be added to the project account, for a total project budget of \$600,794.15; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date. - **Public Services Director Jack Strain**

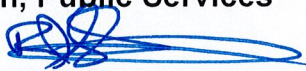
### **ATTACHMENTS:**

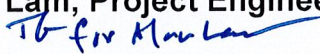
Description	Upload Date	Type
▣ TR 13096 MEMO	4/25/2018	Cover Memo
▣ TR 13096 RESO	5/2/2018	Resolution
▣ TR 13096 EXHIBIT 1 - BID TAB	4/25/2018	Exhibit
▣ TR 13096 EXHIBIT 2 - AGREEMENT	4/25/2018	Exhibit
▣ BACKUP - FDEP AGREEMENT AMENDMENT	4/25/2018	Backup Material
▣ BACK-UP - R-2017-37 - FDEP AGREEMENT	4/25/2018	Backup Material
▣ BACK-UP - CERTIFICATE OF INSURANCE	4/25/2018	Backup Material

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

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

**DATE:** April 18, 2018

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

**FROM:** Alan Lam, Project Engineer  


**RE:** Temp. Reso. #13096 – Award of  
Bid No. 18-05B for the Citywide  
Culvert Headwall Installation  
Project Phase V – City  
Commission Meeting of May 9,  
2018

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**Recommendation:**

I recommend the City Commission authorize the appropriate City Officials to award Bid No. 18-05B to and execute an Agreement with Lambert Bros, Inc., for the Citywide Culvert Headwall Installation Project Phase V at six (6) locations as identified in Bid No. 18-05B in an amount not-to-exceed \$546,176.50 a contingency in the amount of \$54,617.65 will be added to the Project Account for a total project budget of \$600,794.15 and that this item be placed on the May 9, 2018 Commission Meeting Agenda.

**Issue:**

To award Bid No. 18-05B and execute an agreement with Lambert Bros, Inc. for the Citywide Culvert Headwall Installation Project Phase V at the six (6) locations as identified in Bid No. 18-05B, in an amount not-to-exceed \$546,176.50 a contingency in the amount of \$54,617.65 will be added to the Project Account for a total project budget of \$600,794.15.

**Background:**

The City of Tamarac desires to provide its residents a safe, operational stormwater drainage system throughout the City. Public Services Engineering and Stormwater staff routinely inspect and assess the condition of culverts and headwalls in the drainage system. Based upon this information, City staff developed a prioritized list of locations that require improvements.

City personnel have identified six (6) locations that require immediate restoration due to excessive erosion and undermining of sidewalks along the edge of the roadway at the canal crossings.

The locations included in Bid No. 15-17B:

1. NW 70<sup>th</sup> Street west of NW 80<sup>th</sup> Avenue (north side)
2. NW 70<sup>th</sup> Street west of NW 80<sup>th</sup> Avenue (south side)
3. NW 75<sup>th</sup> Street east of Pine Island Road (north side)
4. NW 75<sup>th</sup> Street east of Pine Island Road (south side)
5. NW 71<sup>st</sup> Place east of NW 106<sup>th</sup> Avenue (north side)
6. NW 71<sup>st</sup> Place east of NW 106<sup>th</sup> Avenue (south side)

Timely restoration and improvements of headwalls and culverts can help prevent further erosion and deterioration, which could impact the integrity of roadway banks, guardrails, sidewalks, and roadway surfaces. Additionally, timely repairs help minimize sediment in the drainage system which could impede the flow of stormwater through the system.

Via Resolution R-2016-132, City Commission authorized the appropriate City Officials to accept and execute the Florida Department of Environmental Protection (FDEP) Grant Agreement #LP06022, City from FDEP for the Citywide Culvert Headwall Installation Project Phase V in an amount not to exceed \$400,000.00 and the Grant was effective through June 30, 2019. Via Amendment No. 1 to the FDEP Agreement #LP06022, the effective date of the FDEP Grant Agreement was extended to August 30, 2020, with final deliverables due May 1, 2020.

The City published Bid Number 18-05B for the Citywide Culvert Headwall Installation Project Phase V and received two (2) proposals. Both the Public Services Department and Financial Service Department examined the responses to this bid. A summary bid tabulation is included below.

Vendor	Amount (\$)
Lambert Bros, Inc.	\$ 546,176.50
Ray Qualmann Marine Construction, Inc.	\$ 656,055.00

City staff determined that Lambert Bros, Inc. is the lowest responsive and responsible bidder; and upon review of their proposal, staff determined Lambert Bros, Inc. possesses the skills, experience, and capacity to meet the requirements for the Citywide Culvert Headwall Installation Project Phase V.

**Contract Summary:**

**Scope of Project:** Citywide Culvert Headwall Installation Project Phase V

**Type of Project:** Construction

**Term/Completion:** Substantial Completion within 240 calendar days from City's Notice to Proceed and Final Completion shall be 45 calendar days from date of substantial completion totaling of 285 calendar days

**Risk Mitigation:** Performance and Payment Bonds @ 100% of value in effect for up to one year after completion and acceptance  
Liquidated damages of \$300 per day for each day project is not completed after scheduled completion date

**Fiscal Impact:**

Funding for this project is available in the Stormwater Capital Projects Fund (411) in Project Number SW17A / Account Number 411-5050-538.63-02 in the amount of \$1,200,000.00.

Per Bid 18-05B, the contract amount not to exceed \$546,176.50, a contingency in the amount of \$54,617.65 (10% of the contract cost) will be added to the project account, for a total project budget of \$600,794.15. Although no significant issues are anticipated, the contingency is reasonable considering the nature of the project. The construction may result in work beyond the original scope and the contingency would allow for the timely and safe conclusion of the project. Expenditure of the contingency requires approval of the City Manager.

Commission District 2, Commission District 3

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2018\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDED BID NO. 18-05B TO AND APPROVING AN AGREEMENT WITH LAMBERT BROS INC. FOR THE CONSTRUCTION OF PHASE V OF THE CITYWIDE CULVERT HEADWALL INSTALLATION PROJECT, IN ACCORDANCE WITH BID NO. 18-05B FOR A CONTRACT AMOUNT OF \$546,176.50; A CONTINGENCY IN AN AMOUNT OF \$54,617.65 WILL BE ADDED TO THE PROJECT ACCOUNT, FOR A TOTAL PROJECT BUDGET OF \$600,794.15; AUTHORIZING AN EXPENDITURE FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the City of Tamarac desires to provide its residents a safe, operational stormwater drainage system throughout the City; and

WHEREAS, as a continuation of maintaining existing canal crossing conditions, City personnel have examined various canal crossing locations throughout the City and determined six (6) locations that require immediate restoration due to excessive erosion and undermining of sidewalks along the edge of the roadway at the canal crossings; and

WHEREAS, the City of Tamarac publicly advertised Bid No. 18-05B Citywide Culvert Headwall Installation Project Phase V, on March 7, 2018, incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, on April 4<sup>th</sup>, 2018, the City of Tamarac received two (2) proposals for the Citywide Culvert Headwall Installation Project Phase V, a bid tabulation is hereto attached as "Exhibit 1"; and

WHEREAS, staff determined the lowest responsive and responsible bidder to be Lambert Bros, Inc.; and

WHEREAS, Lambert Bros, Inc. possesses the required knowledge and experience to construct the Citywide Culvert Headwall Installation Project Phase V and has agreed to the Terms and Conditions, Special Conditions, and Technical Specifications of Bid No. 18-05B; and

WHEREAS, available funds for the balance of said headwall repairs exist in the Stormwater Capital Improvement budget; and

WHEREAS, via the Florida Department of Environmental Protection (FDEP) Grant Agreement #LP06022, City accepted a grant from FDEP for the Citywide Culvert Headwall Installation Project Phase V in an amount not to exceed \$400,000.00 and the Grant was effective through June 30, 2019, a subsequently approved Amendment No. 1. To the FDEP Agreement extended the effective date through August 30, 2020, a copy of the Agreement, as amended, is incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, it is the recommendation of the Public Services Director and Purchasing and Contracts Manager that the appropriate City officials award Bid No. 18-05B and execute the Agreement with Lambert Bros, Inc. for the Citywide Culvert Headwall Installation Project Phase V at six (6) locations, attached hereto as Exhibit #2; incorporated herein and made a specific part of this resolution; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to award Bid No. 18-05B and execute the agreement for the Citywide Culvert Headwall Installation

Project Phase V with Lambert Bros, Inc. for a contract cost of \$546,176.50 and a contingency in the amount of \$54,617.65, for a total project budget of \$600,794.15.

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

SECTION 1: The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof. All Exhibits attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The City Commission HEREBY awards Bid No. 18-05B to Lambert Bros, Inc. and approves an Agreement between the City of Tamarac and Lambert Bros, Inc. (“The Agreement”) and the appropriate City officials are hereby authorized to execute the Agreement, hereto attached as “Exhibit 2”, to provide for the Citywide Culvert Headwall Installations Project Phase V at six (6) locations.

SECTION 3: An expenditure for a contract cost of \$546,176.50 and a contingency in the amount of \$54,617.65, for a total project budget of \$600,794.15 for said purpose is hereby approved.

SECTION 4: Funding for the Citywide Culvert Headwall Installation Project Phase V for a contract cost of \$546,176.50 and a contingency in the amount of \$54,617.65, for a total project budget of \$600,794.15 is available in Project Number SW17A in the Stormwater Capital Improvement Budget.

SECTION 5: The City Manager or his designee is hereby authorized to

approve and initiate Change Orders in amounts not to exceed \$65,000.00 per Section 6-147 of the City Code, and close the contract award, which includes but is not limited to making final payment and releasing bonds per Section 6-149 of the City Code, when the work has been successfully completed within the terms, conditions and pricing of the agreement.

SECTION 6: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

“The remainder of this page is intentionally left blank.”



SECTION 8: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

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HARRY DRESSLER  
MAYOR

ATTEST:

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PATRICIA A. TEUFEL, CMC  
CITY CLERK

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

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SAMUEL S. GOREN  
CITY ATTORNEY

18-05B - Citywide Culvert Headwall Improvement Project Phase V							
BID SCHEDULE 1: N.W. 70TH STREET (NORTH AND SOUTH)							
				Ray Qualmann Marine Construction Inc		Lambertbros, INC.	
Line Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total
1	Mobilization /Demobilization	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00
2	Maintenance of Traffic	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 4,200.00	\$ 4,200.00
3	Record Drawings	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,900.00	\$ 2,900.00
4	Site preparation	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 9,500.00	\$ 9,500.00
5	Erosion Control	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00
6.1	21 Ft Aluminum Head Wall	25	LF	\$ 1,260.00	\$ 31,500.00	\$ 950.00	\$ 23,750.00
6.2	17 Ft Aluminum Head Wall	25	LF	\$ 1,020.00	\$ 25,500.00	\$ 750.00	\$ 18,750.00
6.3	13 Ft Aluminum Head Wall	90	LF	\$ 780.00	\$ 70,200.00	\$ 550.00	\$ 49,500.00
6.4	9 Ft Aluminum Head Wall	34	LF	\$ 540.00	\$ 18,360.00	\$ 400.00	\$ 13,600.00
6.5	5 Ft Aluminum Head Wall	13	LF	\$ 300.00	\$ 3,900.00	\$ 225.00	\$ 2,925.00
7	Riprap Stabilization At Pipe Discharge	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
8	5 Ft Wide Concrete Sidewalk (Include Removal and Replacement of Damaged Sidewalk)	46	SY	\$ 65.00	\$ 2,990.00	\$ 68.00	\$ 3,128.00
9	Reset Existing Guardrail (Include Removal, Storage and Reinstallation)	220	LF	\$ 40.00	\$ 8,800.00	\$ 23.00	\$ 5,060.00
10	Backfill	320	CY	\$ 45.00	\$ 14,400.00	\$ 46.00	\$ 14,720.00
11	Sodding (St. Augustine) Including Watering and Maintenance	265	SY	\$ 15.00	\$ 3,975.00	\$ 11.00	\$ 2,915.00
12.1	Extend 15" CMP (SOUTH)	7	LF	\$ 200.00	\$ 1,400.00	\$ 200.00	\$ 1,400.00
12.2	Adjust Existing 24" CMP Drain Pipe (NORTH)	3	LF	\$ 350.00	\$ 1,050.00	\$ 225.00	\$ 675.00
13	Grouting of Headwall at Pipe Intrusion	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 2,275.00	\$ 2,275.00
14	Concrete Apron for Existing Catch Basin Grate	13	SY	\$ 60.00	\$ 780.00	\$ 128.50	\$ 1,670.50
Subtotal Contract Amount:				\$ 217,855.00		\$ 183,468.50	

BID SCHEDULE 2: N.W. 71 ST PLACE (NORTH AND SOUTH)							
				Ray Qualmann Marine Construction Inc		Lambertbros, INC.	
Line Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total
1	Mobilization /Demobilization	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00
2	Maintenance of Traffic	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 4,200.00	\$ 4,200.00
3	Record Drawings	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,900.00	\$ 2,900.00
4	Site preparation	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00
5	Erosion Control	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00
6.1	22 Ft Aluminum Head Wall	21	LF	\$ 1,320.00	\$ 27,720.00	\$ 1,000.00	\$ 21,000.00
6.2	18 Ft Aluminum Head Wall	32	LF	\$ 1,080.00	\$ 34,560.00	\$ 800.00	\$ 25,600.00
6.3	14 Ft Aluminum Head Wall	96	LF	\$ 840.00	\$ 80,640.00	\$ 600.00	\$ 57,600.00
6.4	10 Ft Aluminum Head Wall	80	LF	\$ 600.00	\$ 48,000.00	\$ 425.00	\$ 34,000.00
6.5	6 Ft Aluminum Head Wall	12	LF	\$ 360.00	\$ 4,320.00	\$ 275.00	\$ 3,300.00
7	Riprap Stabilization At Pipe Discharge	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00
8	5 Ft Wide Concrete Sidewalk (Include Removal and Replacement of Damaged Sidewalk)	60	SY	\$ 65.00	\$ 3,900.00	\$ 68.00	\$ 4,080.00
9	Reset Existing Guardrail (Include Removal, Storage and Reinstallation)	320	LF	\$ 40.00	\$ 12,800.00	\$ 23.00	\$ 7,360.00
10	Backfill	110	CY	\$ 45.00	\$ 4,950.00	\$ 46.00	\$ 5,060.00
11	Sodding (St. Augustine) Including Watering and Maintenance	370	SY	\$ 15.00	\$ 5,550.00	\$ 11.00	\$ 4,070.00
12.1	Extend 4" PVC (SOUTH)	13	LF	\$ 50.00	\$ 650.00	\$ 150.00	\$ 1,950.00
12.2	Extend 24" CMP (SOUTH)	13	LF	\$ 350.00	\$ 4,550.00	\$ 250.00	\$ 3,250.00
13	Grouting of Headwall at Pipe Intrusion	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 2,275.00	\$ 2,275.00
14	Concrete Apron for Existing Catch Basin Grate	20	SY	\$ 60.00	\$ 1,200.00	\$ 128.50	\$ 2,570.00
15.1	4' High Chainlink Fence (Incl. Removal of Existing Fence)	210	LF	\$ 50.00	\$ 10,500.00	\$ 36.00	\$ 7,560.00
15.2	4'H x 8'W Chainlink Fence Gate	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,132.00	\$ 1,132.00
Subtotal Contract Amount:				\$ 274,340.00		\$ 226,907.00	

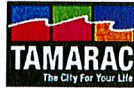
BID SCHEDULE 3: N.W. 75TH STREET (NORTH AND SOUTH)							
				Ray Qualmann Marine Construction Inc		Lambertbros, INC.	
Line Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total
1	Mobilization /Demobilization	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00
2	Maintenance of Traffic	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 4,200.00	\$ 4,200.00
3	Record Drawings	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,900.00	\$ 2,900.00
4	Site preparation	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00
5	Erosion Control	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00
6.1	20 Ft Aluminum Head Wall	13	LF	\$ 1,200.00	\$ 15,600.00	\$ 900.00	\$ 11,700.00
6.2	19 Ft Aluminum Head Wall	15	LF	\$ 1,140.00	\$ 17,100.00	\$ 850.00	\$ 12,750.00
6.3	16 Ft Aluminum Head Wall	13	LF	\$ 960.00	\$ 12,480.00	\$ 700.00	\$ 9,100.00
6.4	14 Ft Aluminum Head Wall	13	LF	\$ 840.00	\$ 10,920.00	\$ 600.00	\$ 7,800.00
6.5	12 Ft Aluminum Head Wall	16	LF	\$ 720.00	\$ 11,520.00	\$ 500.00	\$ 8,000.00
6.6	10 Ft Aluminum Head Wall	29	LF	\$ 600.00	\$ 17,400.00	\$ 425.00	\$ 12,325.00
6.7	8 Ft Aluminum Head Wall	30	LF	\$ 480.00	\$ 14,400.00	\$ 300.00	\$ 9,000.00
6.8	5 Ft Aluminum Head Wall	6	LF	\$ 300.00	\$ 1,800.00	\$ 225.00	\$ 1,350.00
7.1	Riprap Stabilization At Embankment, including filter fabric	38	SY	\$ 150.00	\$ 5,700.00	\$ 78.50	\$ 2,983.00
7.2	Riprap Stabilization At Pipe Discharge	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
8	5 Ft Wide Concrete Sidewalk (Include Removal and Replacement of Damaged Sidewalk)	50	SY	\$ 65.00	\$ 3,250.00	\$ 68.00	\$ 3,400.00
9	Reset Existing Guardrail (Include Removal, Storage and Reinstallation)	160	LF	\$ 40.00	\$ 6,400.00	\$ 23.00	\$ 3,680.00
10	Backfill	105	CY	\$ 45.00	\$ 4,725.00	\$ 46.50	\$ 4,882.50
11	Sodding (St. Augustine) Including Watering and Maintenance	265	SY	\$ 15.00	\$ 3,975.00	\$ 11.00	\$ 2,915.00
12	Extend 15" CMP Pipe (SOUTH)	4	LF	\$ 200.00	\$ 800.00	\$ 215.00	\$ 860.00
13	Grouting of Headwall at Pipe Intrusion	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 2,275.00	\$ 2,275.00
14	Concrete Apron for Existing Catch Basin Grate (6")	13	SY	\$ 60.00	\$ 780.00	\$ 128.50	\$ 1,670.50
Subtotal Contract Amount:				\$ 161,850.00		\$ 135,791.00	

BID SCHEDULE 1: N.W. 70TH STREET (NORTH AND SOUTH)	\$ 217,855.00	\$ 183,468.50
BID SCHEDULE 2: N.W. 71 ST PLACE (NORTH AND SOUTH)	\$ 274,340.00	\$ 226,907.00
BID SCHEDULE 3: N.W. 75TH STREET (NORTH AND SOUTH)	\$ 161,850.00	\$ 135,791.00
Trench Safety Form (See Form for Description)	\$2,000.00	\$0.00
Indemnification:	\$10.00	\$10.00
Grand Total:	\$656,055.00	\$546,176.50



Senior Procurement Specialist  
4/9/2018  
Andrew J. Rozwadowski

CITY OF TAMARAC  
7525 NW 88th Ave  
Tamarac, FL 33321



PURCHASING AND CONTRACTS DIVISION  
"Committed to Excellence...Always"  
<https://tamarac.bidsandtenders.org>

**AGREEMENT  
BETWEEN THE CITY OF TAMARAC  
AND  
LAMBERT BROS., INC.**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and **LAMBERT BROS., INC.**, a Florida corporation with principal offices located at **5501 North Powerline Road Fort Lauderdale, FL 33309** (the "Contractor") to provide for **Citywide Culvert Headwall Improvement Project Phase V - Bid # 18-05B.**

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

**1. THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Bid Document No. **18-05B**, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), Drawings, Technical Specifications, all Addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid **18-05B** as issued by the City, and the Contractor's Proposal, **18-05B** as issued by City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

**2. THE WORK**

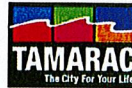
The Contractor shall perform all work for the City required by the contract documents as set forth below:

- 2.1** Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents **18-05B**.
- 2.2** Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall always and at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- 2.3** Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- 2.4** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

**3. INSURANCE**



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Tamarac, FL 33321



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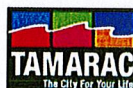
- 3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

Insurance Requirements		
Line of Business/ Coverage	Occurrence	Aggregate
	Limits	
Commercial General Liability Including: Premises/Operations Contractual Liability Personal Injury Explosion, Collapse, Underground Hazard Products/Completed Operation Broad Form Property Damage Cross Liability and Severability of Interest Clause	\$1,000,000	\$1,000,000
Automobile Liability	\$1,000,000.00	\$1,000,000.00
Workers' Compensation & Employer's Liability	Statutory	

#### 4. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 4.1 The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. Project substantial completion shall be within **Two Hundred and Forty (240)** days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. Final completion, shall be **Forty-Five (45)** calendar days from date of substantial completion totaling, **Two Hundred and Eighty-Five (285)** calendar days. For the purposes of this Agreement, completion shall mean the issuance of final payment.
- 4.2 During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on





an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

## 5. CONTRACT SUM

The Contract Sum for the above work is **Five Hundred Forty-Six Thousand One Hundred Seventy-Six** Dollars and **Fifty** cents (**\$546,176.50**).

## 6. PAYMENTS

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from monthly payments until 50% of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one (1) year warranty period. All necessary Releases of Liens and Affidavits and approval of Final Payments shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

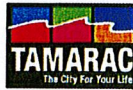
## 7. REMEDIES

- 7.1 Damages:** The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
- 7.2 Correction of Work:** If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

## 8. CHANGE ORDERS

- 8.1** Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work. All Change Orders shall include overhead and profit, not to exceed five percent (5%) and five percent (5%) respectively.
- 8.2** The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at





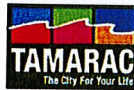
Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.

- 8.3 The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.
- 8.4 The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.
- 8.5 Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.
- 8.6 Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.
- 8.7 In the event satisfactory adjustment cannot be reached by the City and the Contractor for any item requiring a change in the contract, and a change order has not been issued, the City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as the City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

## 9. NO DAMAGES FOR DELAYS

**ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED**





**AGAINST THE CITY BY REASON OF ANY DELAYS.** Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

## 10. WAIVER OF LIENS

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

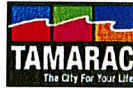
## 11. WARRANTY

Contractor warrants the work against defect for a period of one (1) year from the date of final payment. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to the affected area or to interior structure. The one (1) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

## 12. INDEMNIFICATION

**12.1** The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the





termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

- 12.2** The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.
- 12.3** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

### **13. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

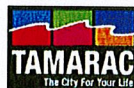
During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation,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

### **14. INDEPENDENT CONTRACTOR**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This



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Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

## 15. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

## 16. NOTICE

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

### CITY:

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

With a copy to the City Attorney at the following address:

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

### CONTRACTOR:

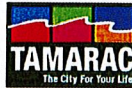
LAMBERT BROS., INC.  
5501 North Powerline Road  
Fort Lauderdale, FL 33309  
Contractor's License Number: CGC1504682  
Tax ID: 65-1005943  
Phone: 954-491-9380  
Fax: 954-491-9425  
Email: [gl@lambertbros.net](mailto:gl@lambertbros.net)  
Contact: Gregg W. Lambert President

## 17. TERMINATION

**17.1 Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

**17.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or





requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

## **18. PUBLIC RECORDS**

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

**18.1.1** Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

**18.1.2** Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

**18.1.3** Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

**18.1.4** Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

**18.2** The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 17 "Termination" herein.

## **19. AGREEMENT SUBJECT TO FUNDING**

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

## **20. VENUE**

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

## **21. SIGNATORY AUTHORITY**

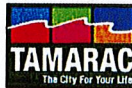
The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

## **22. SEVERABILITY; WAIVER OF PROVISIONS**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such



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provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

## **23. UNCONTROLLABLE CIRCUMSTANCES**

- 23.1** Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 23.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

## **24. MERGER; AMENDMENT**

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

## **25. NO CONSTRUCTION AGAINST DRAFTING PARTY**

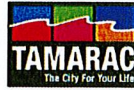
Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning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

## **26. CUSTODIAN OF RECORDS**

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

**CITY CLERK  
7525 NW 88TH AVENUE**

CITY OF TAMARAC  
7525 NW 88th Ave  
Tamarac, FL 33321

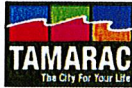


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**ROOM 101**  
**TAMARAC, FL 33321**  
**(954) 597-3505**  
**[CITYCLERK@TAMARAC.ORG](mailto:CITYCLERK@TAMARAC.ORG)**



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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President duly authorized to execute same.

**CITY OF TAMARAC**

\_\_\_\_\_  
Harry Dressler, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Michael C. Cernech, City Manager

\_\_\_\_\_  
Patricia A. Teufel, CMC  
City Clerk

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

ATTEST:

**LAMBERT BROS., INC.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Corporate Secretary

\_\_\_\_\_  
Signature of President

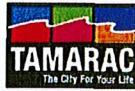
Gregg Lambert  
Type/Print Name of Corporate Secy.

Gregg W. Lambert  
Type/Print Name of President/Owner

(CORPORATE SEAL)

4-19-18  
Date

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Tamarac, FL 33321



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### CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :  
COUNTY OF Broward : SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Gregg Lambert, of Lambert Bros., Inc., a S- Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 19<sup>th</sup> day of April, 2018.

Catherine Trenet

Signature of Notary Public  
State of Florida at Large

Catherine Trenet

Print, Type or Stamp  
Name of Notary Public

☒ Personally, known to me or —  
☐ Produced Identification



CATHERINE TRENET  
MY COMMISSION # FF 905286  
EXPIRES: July 30, 2019  
Bonded Thru Budget Notary Services

Type of I.D. Produced

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

**DEP AGREEMENT NO. LP06022**  
**AMENDMENT NO. 1**  
**TAMARAC CULVERT AND HEADWALL IMPROVEMENT PROJECT**

THIS AGREEMENT is entered into on the November 29, 2016, revised by a change order on October 17, 2017, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" and the CITY OF TAMARAC (hereinafter referred as the "Grantee") is hereby revised as follows:

WHEREAS, the Grantee has requested to revise the Project Timeline in the Grant Work Plan and to extend the expiration date of the Agreement and the Department has agreed.

1. Paragraph 2, sentence 1 is hereby deleted in its entirety and replaced with the following:  
This Agreement shall begin upon execution by both parties and shall remain in effect until August 30, 2020.
2. Paragraph 26 is hereby deleted in its entirety and is replaced with Attachment 1, Public Records Requirement.
3. Attachment A, Project Timeline, is hereby deleted in its entirety and replaced with the following:

**PROJECT TIMELINE:** The tasks must be completed by the end of each task timeline, and all deliverables must be received by the designated due date.

Task No.	Task or Deliverable Title	Budget Category	Budget Amount	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Design & Permitting	Contractual Services	\$43,600	07/01/2016	5/1/2020	5/1/2020
2	Construction	Contractual Services	\$356,400	07/01/2016	5/1/2020	5/1/2020
2a	Interim Deliverables					Not more than once a month
2b	Final Deliverables					5/1/2020

Note that, per paragraph 4 of the agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Local Sponsor with this and future requests for extension.

All other terms and conditions of the Agreement shall remain unchanged.



IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF TAMARAC

By: Kathleen Gunn for Mike Cernech, CM

Michael Cernech, City Manager

Kathleen Gunn Asst. City mgr.  
Print Name and Title of Authorized Person

Date: 4/23/18

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_

Secretary or designee

\_\_\_\_\_  
Print Name and Title of Authorized Person

Date: \_\_\_\_\_

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	1	Public Records Requirements (2 Pages)



CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2016 - 132

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA ACCEPTING A GRANT AWARD IN THE AMOUNT OF \$400,000 FROM THE FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A PROJECT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF TAMARAC FOR GRANT FUNDING IN THE AMOUNT OF \$400,000 FOR STORMWATER INFRASTRUCTURE FOR THE TAMARAC CULVERT AND HEADWALL IMPROVEMENT PROJECT; PROVIDING FOR ACCEPTANCE OF THE AWARD AND EXECUTION OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the City Commission of the City of Tamarac wishes to continually revitalize our community while promoting safety and preserving the environment; and

WHEREAS, the City of Tamarac has numerous culvert crossings located throughout the City; and

WHEREAS, the City examined and determined that various culvert locations are problematic and require restoration; and

WHEREAS, the City provided for this restoration in the FY2017 Adopted Capital Improvement Budget under the Culvert and Headwalls Improvement Project; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) administers grant funding to municipalities through the House Agriculture and Natural Resources Appropriations Subcommittee (HANRAS) for stormwater projects; and

WHEREAS, the City of Tamarac was awarded a 2016-17 State of Florida FDEP grant for the provision of designated culvert headwall improvements within the City; and

WHEREAS, the Director of Financial Services and Director of Public Services recommend acceptance of grant award and execution of documents; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to accept the FDEP grant award for the Tamarac Culvert Headwall Improvement Project and to execute the FDEP agreement for grant funding in the amount of \$400,000.

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 \$400,000 grant award from the Florida Department of Environmental Protection (FDEP) for the Tamarac Culvert Headwall Improvement Project.

Section 3: The appropriate City Officials are HEREBY authorized to execute the State of Florida FDEP grant agreement and necessary documents between the City of Tamarac and FDEP for grant funding in the amount of \$400,000 for the Tamarac Culvert Headwall Improvement Project, and is hereto attached as Exhibit A which is incorporated herein by this reference.

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 9<sup>th</sup> day of November, 2016.



HARRY DRESSLER  
MAYOR

ATTEST:



PATRICIA TEUFEL, CMC  
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER

DIST 1: COMM. BUSHNELL


DIST 2: COMM. GOMEZ

DIST 3: VICE MAYOR GLASSER

DIST 4: COMM. PLACKO

yes  
yes  
yes  
yes  
yes

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



SAMUEL S. GOREN  
CITY ATTORNEY

**DEP AGREEMENT NO. LP06022**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF WATER RESTORATION ASSISTANCE  
GRANT AGREEMENT**

**PURSUANT TO LINE ITEM 1600A OF THE FY16-17 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the City of Tamarac, whose address is City of Tamarac, 7525 North West 88<sup>th</sup> Avenue, Tamarac, Florida 33321, (hereinafter referred to as "Grantee"), a government entity, to provide financial assistance for the **Tamarac Culvert and Headwall Improvement Project**. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

**1. TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

**2. PERIOD OF AGREEMENT:**

This Agreement shall begin upon execution by both parties and shall remain in effect until **June 30, 2019**, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after **July 1, 2016** through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

**3. FUNDING/CONSIDERATION/INVOICING:**

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of **\$400,000**. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
  - i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.
  - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%)

of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable: Reimbursement shall be limited to the following budget categories:
- i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the

Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

- c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).
- F.
  - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
  - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

#### 4. **ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

#### 5. **REPORTS:**

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and

December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

- B. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at [env.roi@laspbs.state.fl.us](mailto:env.roi@laspbs.state.fl.us), and a copy shall also be submitted to the Department at [legislativeaffairs@dep.state.fl.us](mailto:legislativeaffairs@dep.state.fl.us).

6. **RETAINAGE:**

Retainage is not required under this Agreement.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, 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 or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.



9. **REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. **RECORD KEEPING/AUDIT:**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. **SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting

the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.

- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

**12. SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

**13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or
  - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

**14. LOBBYING PROHIBITION:**

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

**15. COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

**16. NOTICE:**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

**17. CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below:

Dena VanLandingham, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
Beaches and Mines Funding Assistance	
3900 Commonwealth Blvd., MS# 3601	
Tallahassee, Florida 32399	
Telephone No.:	850.245.2970
E-mail Address:	Dena.VanLandingham@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Michael Gresek, or Successor	
Grants Administrator	
City of Tamarac	
7525 North West 88 <sup>th</sup> Avenue	
City of Tamarac, Florida 33321	
Telephone No.:	954.597.3562
Fax No.:	954.597.3710
E-mail Address:	michael.gresek@tamarac.org

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

18. **INSURANCE:**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
  - i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
  - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
  - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Automobile Liability Coverage
  - iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required

coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

**19. CONFLICT OF INTEREST:**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**20. EQUIPMENT:**

The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership and will require its subcontractor to account for and report on all non-expendable personal property or equipment purchased under its subcontract. Non-expendable personal property or equipment purchased by a subcontractor that meets the parameters set forth in paragraph 3.D. of this Agreement shall be capitalized in accordance with Chapter 69I-72, F.A.C., with property records maintained by the Grantee for audit purposes. The following terms shall apply:

- A. The Grantee and/or its subcontractor shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.

**21. UNAUTHORIZED EMPLOYMENT:**

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

**22. QUALITY ASSURANCE REQUIREMENTS:**

Paragraph Reserved.

**23. DISCRIMINATION:**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**24. LAND ACQUISITION:**

Land acquisition is not authorized under the terms of this Agreement.

**25. PHYSICAL ACCESS AND INSPECTION:**

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents; and
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**26. PUBLIC RECORDS ACCESS:**

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
  - ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
  - iii. Grantee shall identify and ensure that all 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 Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
  - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all

public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

- D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at [ombudsman@dep.state.fl.us](mailto:ombudsman@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, Mail Slot 49  
Tallahassee, FL 32399**

**27. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:**

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**28. EXECUTION IN COUNTERPARTS:**

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**29. SEVERABILITY CLAUSE:**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. **ENTIRE AGREEMENT:**

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF TAMARAC

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: 

\*Michael Cernech, City Manager

By: 

Secretary or designee

Michael C. Cernech, City Manager  
Print Name and Title of Authorized Person

Trina Vielhauer  
Print Name and Title of Authorized Person

Date: 11-8-16

Date: 11/29/16

**APPROVED AS TO FORM:**

  
**CITY ATTORNEY**

Dena VanLandingham  
Dena VanLandingham, DEP Grant Manager

Alex Reed  
Alex, Reed, DEP QC Reviewer

FEID No.: 59-1039552

\*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (3 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (5 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Property Reporting Form <i>Attachment Intentionally Excluded</i></u>
<u>Attachment</u>	<u>G</u>	<u>Quality Assurance Requirements <i>Attachment Intentionally Excluded</i></u>



## **ATTACHMENT A GRANT WORK PLAN**

**PROJECT TITLE:** Tamarac Culvert and Headwall Improvement Project.

**PROJECT LOCATION:** The Project will be located west of N. University Drive (SR817) and north of W. McNab Road, which is located in the western section of the City of Tamarac in Broward County, Florida. Project coordinates are latitude 26.212861 and longitude -80.249771. See Figure 1: Site Map.

**PROJECT BACKGROUND:** In 2016, the City of Tamarac completed a Local Stormwater Master Plan, as a component of the Tamarac Comprehensive Plan (Infrastructure Element), in order to identify and prioritize stormwater management strategies within the City. The plan identified that drainage improvements in several locations could be implemented to prevent erosion around drainage culverts and reduce pollutants from entering stormwater.

**PROJECT DESCRIPTION:** The project will restore stormwater culverts and headwalls utilizing design concepts such as incorporating an aluminum headwall system with possible culvert pipe extensions. Such improvements are likely necessary due to excessive erosion and undermining of sidewalks along the edge of various roadways at the canal crossings. The project mitigates erosion and sedimentation. With this erosion minimized, the stability of sidewalks along the edge of roadways at canal culvert crossings will be improved. This additional support enhances public safety.

### **TASKS and DELIVERABLES:**

#### **Task 1: Design and Permitting**

**Task Description:** The Grantee will complete the design improvements of stormwater culverts and headwalls at three locations within the City of Tamarac (NW 70<sup>th</sup> Street, NW 71<sup>st</sup> Place and NW 75<sup>th</sup> Street) and obtain all necessary permits for construction of the improvements.

**Deliverable 1:** An electronic copy of the final design, including professional certification as applicable, and a list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation and/or a paper copy of the final design.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

#### **Task 2: Construction**

**Task Description:** The Grantee will construct culvert and headwall improvements in accordance with the final design(s) and required permits.

**Deliverable 2a:** Construction completed to date as described in this task, as evidenced by these interim deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted 10 days prior to each payment request and may be submitted no more frequently than monthly.

**Performance Standard:** The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each quarterly interim deliverables submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal monthly for costs associated with this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

**Deliverable 2b:** The culvert and headwall improvements constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

**Performance Standard:** The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written approval by the Department's Grant Manager of all final deliverables under this task, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

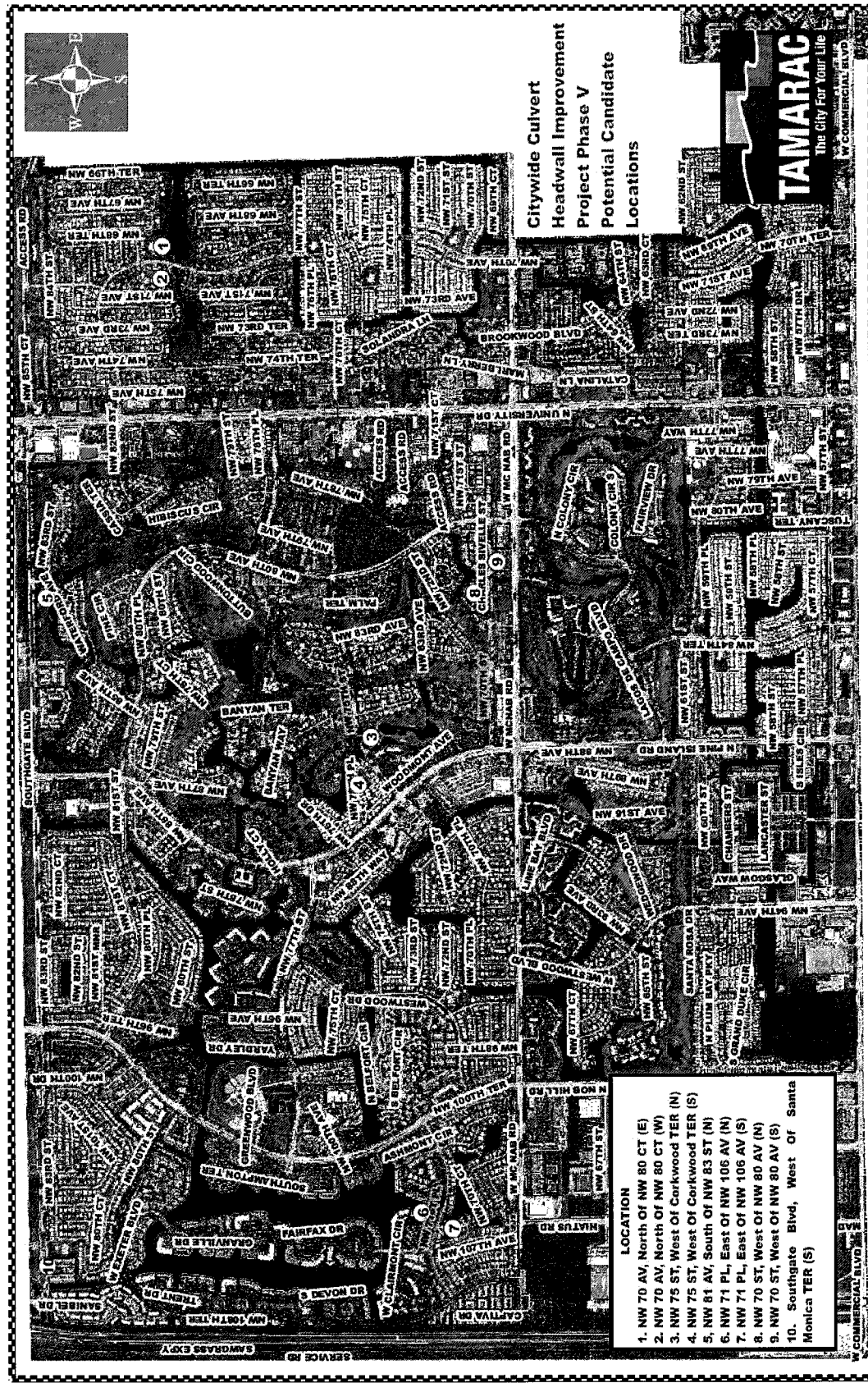
**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by and all deliverables received by the corresponding task end date.

Task No.	Task or Deliverable Title	Budget Category	Budget Amount	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Design & Permitting	Contractual Services	\$43,600	07/01/2016	07/01/2017	07/01/2017
2a	Construction	Contractual Services	\$356,400	07/01/2016	12/31/2018	
2a	Interim Deliverables					Not more than once a month
2b	Final Deliverables					3/31/2019

**PROJECT BUDGET SUMMARY:** Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$
Contractual Services Total	\$400,000
<b>Total:</b>	<b>\$400,000</b>

Figure 1: Site Map



**ATTACHMENT B**  
**PAYMENT REQUEST SUMMARY FORM**

Payment Request No. \_\_\_\_\_ DEP Agreement No. \_\_\_\_\_ Date \_\_\_\_\_

Performance Period (Start date - End date): \_\_\_\_\_

Deliverables completed to support payment request (*attach additional pages as needed*):

Task/Deliverable

Number(s): \_\_\_\_\_ Task Budget Amount: \$ \_\_\_\_\_ -

**Grantee:**

(Name & Mailing  
Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Grantee Contact:** \_\_\_\_\_

(Name & Phone)

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ -	\$ -	\$ -
Contractual (Subcontractors)	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment (Direct Purchases)	\$ -	\$ -	\$ -	\$ -
Rental/Lease of Equipment	\$ -	\$ -	\$ -	\$ -
Miscellaneous/Other Expenses	\$ -	\$ -	\$ -	\$ -
Land Acquisition	\$ -	\$ -	\$ -	\$ -
<b>TOTAL AMOUNT</b>	\$	\$	\$	\$
<b>TOTAL BUDGET (ALL TASKS)</b>	\$		\$	
<b>Less Total Cumulative Payment Requests of:</b>	\$		\$	
<b>TOTAL REMAINING (ALL TASKS)</b>	\$		\$	

**GRANTEE CERTIFICATION**

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

## Grantee's Certification of Payment Request

I, \_\_\_\_\_, on behalf of  
(Print name of Grantee's Grant Manager designated in the Agreement)

\_\_\_\_\_, do hereby certify for  
(Print name of Grantee)

DEP Agreement No. \_\_\_\_\_ and Payment Request No. \_\_\_\_\_ that:

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

*Check all that apply:*

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)

Period of Service (mm/dd/yy – mm/dd/yy)


Grantee's Grant Manager's Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

**INSTRUCTIONS FOR COMPLETING  
PAYMENT REQUEST SUMMARY FORM**

**PAYMENT REQUEST NO.:** This is the number of your payment request, not the quarter number.

**DEP AGREEMENT NO.:** This is the number on your grant agreement.

**DATE:** This is the date that you are submitting the payment request.

**PERFORMANCE PERIOD:** This is the beginning and ending date of the performance period for the Task/Deliverable that the request is for (this must be within the timeline shown for the Task/Deliverable in the Agreement).

**TASK/DELIVERABLE NO.:** Identify the number of the Task/Deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

**TASK BUDGET AMOUNT:** List the Task budget amount as identified in the Grant Work Plan for the corresponding Task/Deliverable. *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

**GRANTEE:** Enter the name of the Grantee's agency and the address to which you want the state warrant sent.

**GRANTEE CONTACT:** List the name and telephone number for the Grantee's grant manager or other point of contact regarding the payment request submittal.

**GRANT EXPENDITURES SUMMARY SECTION:**

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

**"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN:** Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

**"MATCHING FUNDS" COLUMN:** Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST*." The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

**GRANTEE'S CERTIFICATION:** Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

**Documentation for match claims must meet the same requirements as those expenditures for reimbursement.**

## REIMBURSEMENT DETAIL

DEP Agreement No. LP06022, Attachment B, Page 4 of 5

## Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.  
**Requested Amount:** Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice Amount (1).
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).
- 4

### Submittal Instructions

#### Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to program name. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail. You should anticipate a response from program staff within 2 business days.

**Remit Payment Request by E-mail to:** [Dena.VanLandingham@dep.state.fl.us](mailto:Dena.VanLandingham@dep.state.fl.us)

**Be sure the E-mail payment request includes the following:**

Cc: Department's Grant/Project Manager

Subject: Project Number\_Disbursement Number: example – LP06022\_Disb\_1

#### *Attachments:*

- 1) Attachment B Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

**For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:**

**Dena VanLandingham - 850-245-2970**

[Dena.VanLandingham@dep.state.fl.us](mailto:Dena.VanLandingham@dep.state.fl.us)



## ATTACHMENT C

### **Contract Payment Requirements** **Florida Department of Financial Services, Reference Guide for State Expenditures** *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: 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 or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)

## PROGRESS REPORT FORM

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP06022 and accurately reflects the activities associated with the project.

Date \_\_\_\_\_

## ATTACHMENT E

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:



- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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**EXHIBIT - 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount State Appropriation Category
				\$

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>				
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>				
State Program Number	Funding Source	State Fiscal Year	CSFA Number or Funding Source Description	Funding Amount State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1600A	2016-2017	37.039 Statewide Surface Water Restoration and Wastewater Projects	\$400,000 140047

<b>Total Award</b>				<b>\$400,000</b>
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 4/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	<b>CONTACT</b> NAME: Jerri Moor PHONE (A/C, No, Ext): (954) 943-5050 FAX (A/C, No): (954) 942-6310 E-MAIL ADDRESS: jerri@furmaninsurance.com														
<b>INSURED</b> Lambert Bros Inc 5501 North Powerline Road Ft Lauderdale FL 33309	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Continental Insurance Company</td> <td>35289x</td> </tr> <tr> <td>INSURER B: Transportation Ins Co (zx)</td> <td></td> </tr> <tr> <td>INSURER C: Axis Specialty Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Insurance Company	35289x	INSURER B: Transportation Ins Co (zx)		INSURER C: Axis Specialty Ins. Co.		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: 17-18GL/Auto/XS Rev

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		9780649	10/25/2017	10/25/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			C6016235781	10/25/2017	10/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
							DOC Comp \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			EAU783948/01/2017	10/25/2017	10/25/2018	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> CLAIMS-MADE		AGGREGATE \$ 3,000,000				
	DED \$ RETENTION \$		\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured regarding General Liability when required by written contract.

**CERTIFICATE HOLDER**
**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dirk DeJong/JM





**Title - Tamarac Village - FPL Consent Decree**

Tamarac Village - FPL Consent Decree - ***Public Services Director Jack Strain***



**Title - Update on Creating a Vacation Rental Registration Program and Amendment to  
Community Development Fee Schedule**

Update on - TO 2375 - Item No. 10 (a) on Ordinances on Second Reading - Creating a Vacation Rental Registration Program and TR13092 - Item No. 6(c) on the Consent Agenda - Amendment to Community Development Fee Schedule - ***Community Development Director Maxine Calloway***



**Title - Other**