



City of Plantation
City Council Chambers

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY DECISION MADE AT THE FORTHCOMING MEETING FOR WHICH THIS AGENDA CONSTITUTES NOTICE, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS CONDUCTED AT SUCH MEETING AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

THE CITY OF PLANTATION WILL PROVIDE REASONABLE ACCOMODATIONS FOR DISABLED INDIVIDUALS REQUESTING SPECIAL ASSISTANCE IN ORDER TO ATTEND OR PARTICIPATE IN THIS MEETING; PROVIDED, HOWEVER, THAT A REQUEST FOR SUCH ASSISTANCE MUST BE MADE TO THE OFFICE OF THE CITY CLERK (954) 797-2237 AT LEAST THREE (3) CALENDAR DAYS PRIOR TO THE SCHEDULED MEETING.

1 Roll Call

2 Opening Remarks/Invocation/Pledge of Allegiance

3 Approval of Minutes of Meeting

4 Approval of minutes of City Council meeting held November 30, 2016.

Summary:

5 Approval of minutes of City Council meeting held December 14, 2016.

Summary:

Items Submitted By The Mayor

Consent Agenda

6 Cisco SmartNet Renewal

Summary:

This information is provided for your review and consideration regarding your approval of the funds to purchase yearly maintenance for the City's Cisco network infrastructure.

- 7 Request for approval and authorization to award a contract for "Development Services Roof Replacement" ITB No. 038-16 to FullCover Roofing Systems, Inc. for an amount not to exceed \$157,198.00.

Summary:

- 8 2nd Reading for Ordinance expanding list of authorized investments

Summary:

This item is sponsored by the Financial Services Department and the City's Investment Manager, PFM Asset Management LLC. This Ordinance was approved on First Reading on January 10, 2017, and is presented tonight on the Consent Agenda for Second and Final Reading and adoption on January 25, 2017.

Discussion

As the City Council may recall, in the absence of an ordinance, Fla. Stat. §218.415(16) (2016) restricts the City's Investment Program to only certain types of investments.^[1]

“(16) AUTHORIZED INVESTMENTS; WRITTEN INVESTMENT POLICIES.—Those units of local government electing to adopt a written investment policy as provided in subsections (1)-(15) may by resolution invest and reinvest any surplus public funds in their control or possession in:

(a) The Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01.

(b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

(c) Interest-bearing time deposits or savings accounts in qualified public depositories as defined in s. 280.02.

(d) Direct obligations of the United States Treasury.

(e) Federal agencies and instrumentalities.

(f) Rated or unrated bonds, notes, or instruments backed by the full faith and credit of the government of Israel.

(g) Securities of, or other interests in, any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or

investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.

(h) Other investments authorized by law or by ordinance for a county or a municipality.”

In 2014, the City adopted Resolution 12001, which established an Investment Policy for Plantation, however, since the City has no codified ordinance provisions listing types of investments which could be included in the Investment Policy, the Investment Policy was restricted to investments listed in the statutory provision.

As part of its Annual Report, the City’s Investment Manager recommends that the City enact an Ordinance that will provide additional types of investments for authorization purposes. The candidate investments are listed in lines 52-128 of the draft Ordinance attached. While investments may be *authorized* in the Ordinance, all investments must still be made consistent with the Investment Policy.

9009-92027 [953,v5]

9 Resolution updating the investment policy to add authorized investments recommended by investment manager

Summary:

This item is sponsored by the Financial Services Department and the City’s Investment Manager, PFM Asset Management LLC.

At the Council Meeting of January 10, 2017, the City Council approved at First Reading an Ordinance which expanded the list of authorized investments for the City’s Investment Policy. This Ordinance is on tonight’s Consent Agenda for Second and Final Reading. Assuming this Ordinance passes, the revisions to the Investment Policy will need to be approved by Resolution.

Attached, please find a draft Resolution for this purpose along with the updated, draft Investment Policy. The Resolution has been updated in Lines 12-28 to reflect the Council’s anticipated decision on the Ordinance an Second reading, and to more clearly set forth Staff and Investment Manager authority in Section 3 (Lines 39-53).

If any of you have any questions or comments, please do not hesitate to contact me or Mr. Pengelly. Please note that the Administration has not requested that Mr. Pengelly attend the Council Meeting of January 25, 2017.

This matter is now ready for consideration as an Administrative Item.

10 Economic Development Incentive request for "Project RS1"

Summary:

Resolution of the City of Plantation, Florida pertaining to the subject of Economic Development; supporting certain requested State action for a project known as "Project RS1.

11 Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 5, 2017 through January 18, 2017 for the City of Plantation's Gateway Development District.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 5, 2017 through January 18, 2017 for the City of Plantation's Gateway Development District.

12 Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 5, 2017 through January 18, 2017 for the City of Plantation.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 5, 2017 through January 18, 2017 for the City of Plantation.

13 Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 5, 2017 through January 18, 2017 for the City of Plantation's Community Redevelopment District.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 5, 2017 through January 18, 2017 for the City of Plantation's Community Redevelopment District.

Administrative Items

14 Preliminary Project Management & Implementation Plan Timeline & Proposal

Summary:

Approval of Preliminary Project Management and Implementation Plan Timeline and approval of Fee Proposals to Perform Services for the Issuance of General Obligation Bonds.

15 Master Bond Resolution

Summary:

Approval of Master Bond Resolution for the issuance of \$60 million in General Obligation Bonds.

Legislative Items

QUASI-JUDICIAL PROCEEDINGS

THE CITY CLERK WILL SWEAR IN ALL WITNESSES BEFORE SPEAKING. PLEASE STATE YOUR NAME AND WHETHER YOU HAVE BEEN ADMINISTERED AN OATH. ANY SPEAKER MAY BE CROSS-EXAMINED. IF YOU REFUSE TO BE CROSS-EXAMINED, YOUR TESTIMONY MAY NOT BE CONSIDERED. CROSS-EXAMINATION SHALL BE CONDUCTED IN A COURTEOUS MANNER. THE MATERIAL IN THE CITY CLERK'S AGENDA PACKET WILL BE CONSIDERED AS PART OF THE RECORD. THE APPLICANT WILL MAKE THE FIRST PRESENTATION, FOLLOWED BY PRESENTATIONS FROM ANY INTERESTED PERSON. THE ELECTED OFFICIALS MAY SET REASONABLE TIME LIMITS FOR SPEAKERS. THE HEARING WILL THEN BE CLOSED AND THE MATTER DECIDED. THE ELECTED OFFICIALS MAY DIRECT THE CITY ATTORNEY TO PREPARE A RESOLUTION REFLECTING THEIR DELIBERATIONS WHICH WILL BE CONSIDERED AT A FUTURE MEETING.

QUASI-JUDICIAL CONSENT AGENDA

ITEMS INCLUDED UNDER THE CONSENT AGENDA ARE SELF EXPLANATORY AND ARE NOT EXPECTED TO REQUIRE REVIEW OR DISCUSSION. ITEMS WILL BE ENACTED BY ONE MOTION. IF DISCUSSION IS DESIRED, THAT ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

Quasi-Judicial Consent Agenda

Quasi-Judicial Items

- 16 Request to approve site plan modification (parking waiver) for the COFE Properties. Property located at 1700-1800 NW 66 Avenue and zoned I-LP. (PP16-0046)
Summary:
- 17 Request to approve site plan modification (parking waiver) for Toys "R" Us. Property located at 8101 W. Broward Boulevard and zoned SPI-3. (PP17-0001)
Summary:
- 18 Request to approve a master plan modification to allow development of Phase III. Property generally located on the southeast corner of Peters Road and Pine Island Road within the Cornerstone Corporate Center (PP16-0048)
Summary:
- 19 Request to approve Site Plan, Elevation, and Landscape Plan for Plantation Professional Plaza. Property located at 1248 & 1310 N. University Drive and zoned B-7Q. (PP16-0026)
Summary:

Comments by Council Members

Public Requests of the Council Concerning Municipal Affairs

Workshop

**Plantation City Council
Meeting Agenda**

**Notice of City Council
Meeting**

**Wednesday, January 25,
2017 ~ 7:30 PM**



City of Plantation
City Council Chambers

Subject:

Approval of minutes of City Council meeting held November 30, 2016.

ATTACHMENTS:

Description

Draft Minutes

Upload Date

1/12/2017

Type

Backup Material

**REGULAR MEETING OF THE CITY COUNCIL
PLANTATION, FLORIDA**

November 30, 2016

The meeting was called to order by Councilmember Ron Jacobs, President of the City Council. He welcomed Councilmembers Fadgen and Hyatt.

1. Roll Call by City Clerk:

Councilmember:	Jerry Fadgen
	Mark Hyatt
	Ron Jacobs
	Lynn Stoner
	Peter S. Tingom
Mayor:	Diane Veltri Bendekovic
City Attorney:	Donald Lunny Jr.
City Clerk:	Susan K. Slattery

* * * * *

2. Opening remarks were made by Councilmember Jacobs

The Pledge of Allegiance followed.

3. Approval of Minutes – October 19, 2016 and November 9, 2016

ITEMS SUBMITTED BY THE MAYOR

Mayor Bendekovic presented a Proclamation to Rick and Rita Case for the annual Bikes for Kids Day.

Battalion Chief Joel Gordon and Chief Laney Stearns presented the Lifesaving Award to Captain Evan Katz.

Mayor Bendekovic presented Employee Service Awards to the following:

* BRETT MILLER	UTILITIES	20
DEBORAH SIMPSON	ENGINEERING	20
AINSLEY BROWN	PARKS & REC.	15
ROGELIO GALLO	FIRE/RESCUE	10
* OFF. DANIEL HANES	POLICE	10
* JAIME LARKIN	POLICE	10

KARIN WALSH	CITY CLERK	10
MARIA ZAVALA	PARKS & REC.	10
MICHAEL RAWLS	PARKS & REC.	5

* UNABLE TO ATTEND

* * * * *

Ernest Burkeen, Parks and Recreation Director made the following announcements:

- Orange Bowl Tennis Tournament – Sunday, December 11
- Shop till you Drop – Saturdays in December, 10 am – 3pm
- 16th Annual Forest Gump Table Tennis Tournament – Saturday, December 3
- 5K Run/Walk for Kids at Central Park - Sunday, December 4
- A Mouse Holiday Show – Sunday, December 4

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Election of City Council Officers

Motion by Councilmember Fadgen, seconded by Councilmember Jacobs, to appoint Councilmember Tingom as Council President. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Stoner, Tingom, Jacobs
Nays: None

Motion by Councilmember Tingom, seconded by Councilmember Jacobs, to appoint Councilmember Stoner as Council President Pro Tem. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Stoner, Tingom, Jacobs
Nays: None

* * * * *

Mayor Bendekovic recommended Councilmember Fadgen replace former Councilmember Levy on the Police Retirement Board, and Councilmember Hyatt replace former Councilmember Zimmerman on the General Employees Retirement Board. Consensus was reached to make the stated changes.

Mayor Bendekovic stated a replacement was needed to serve as the representative to the Broward League of Cities until May and she was willing to assume the role. Consensus was reached to have Mayor Bendekovic assume the role until May.

Mayor Bendekovic introduced Dawn Mehler the city's new legislative liaison. She distributed a memo with issues to be discussed, and Ms. Mehler's contact information.

Mayor Bendekovic made the following announcements:

- Winter Wonderland at the Historical Museum, Open Houses December 8 and 15
- Farmers Market – Volunteer Park every Saturday

Chief Stearns announced the Fire Department completed the compliance inspection with State Fire Marshal. The inspection was done fifteen months ago. Confirmation was recently received stating that the Department is in compliance, and is one of the first in the State of Florida.

* * * * *

CONSENT AGENDA

Councilmember Tingom added an item to the Consent Agenda. Item 12A – Application for Waiver of Street Sign Standards for Private Streets in the Jacaranda Cover neighborhood. Dennis Conklin, resident, pulled Item 8 from the Consent Agenda.

4. Approval of funds to purchase ongoing maintenance for Microsoft licensed software.
5. Request for authorization to execute an agreement with the Filmtec Corporation for the “supply and delivery of membrane elements for the Central and East Water Treatment Plants” with an initial contract period of five (5) years and an option to renew for two (2) additional five (5) year periods.
6. Request for authorization to issue a purchase order to Bennett Fire Products Co. Inc. for the supply and delivery of personal protective equipment (fire clothing/bunker gear) in the amount of \$990 per coat and \$768 per pant not to exceed the funds budgeted in Fiscal Year 2016/17 to this equipment.
7. **Resolution #12398**
RESOLUTION of the City of Plantation, Florida, authorizing an amendment to the estimated revenues and expenditures for Fiscal Year 2016; providing for severability; and providing an effective date.
9. **Resolution #12399**
RESOLUTION approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period November 3, 2016 through November 16, 2016 for the City of Plantation’s Gateway Development District.
10. **Resolution #12400**
RESOLUTION approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period November 3, 2016 through November 16, 2016 for the City of Plantation’s Midtown Development District.

11. **Resolution #12401**
RESOLUTION approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period November 3, 2016 through November 16, 2016 for the City of Plantation.
12. **Resolution #12402**
RESOLUTION approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period November 3, 2016 through November 16, 2016 for the City of Plantation's Community Redevelopment District.
- 12A. Non-Agenda Item: Application for waiver of street sign standards for private streets in the Jacaranda Cove Neighborhood.

Motion by Councilmember Jacobs, seconded by Councilmember Stoner, to approve the Consent Agenda with exception to Item 8, which was voted on separately. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Jacobs, Stoner, Tingom
Nays: None
Mayor Bendekovic voted affirmatively on Item No. 12

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8. **Resolution #12403**
RESOLUTION approving the final, year-end budget amendment and the amended budget for FY 2016.

Motion by Councilmember Jacobs, seconded by Councilmember Stoner, to approve Item 8, with the exception of the \$7M line item which will be heard at the December 14, 2016 Council Meeting. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Jacobs, Stoner, Tingom
Nays: None

* * * * *

ADMINISTRATIVE ITEMS:

13. Discussion concerning amending the Zoning Code to allow retail paint store use in the SPI-2 (Auto Mall) zoning district.

Motion by Councilmember Jacobs, seconded by Councilmember Fadgen, to approve amending Code to allow retail paint store use in the SPI-2 zoning district, and allow Sherwin Williams to proceed at their own risk and absorb the costs association with amending the code. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Jacobs, Stoner, Tingom
Nays: None

14. Discussion concerning a conceptual plan by NuRock Development Partners, Inc. for affordable housing on South State Road 7.

Motion by Councilmember Jacobs, seconded by Councilmember Stoner, to defer the item until the December 14, 2016 Council Meeting. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Jacobs, Stoner, Tingom
Nays: None

* * * * *

LEGISLATIVE ITEMS:

All witnesses intending to testify on quasi-judicial items during tonight's meeting were sworn in by Susan Slattery, City Clerk.

Councilmember Tingom requested Items 15, 16 and 17 be heard together.

Councilmember Fadgen disclosed an Exparte Communication between himself and the applicant's representative Bill Laystrom. He stated it will not influence his decision which will be based upon evidence presented tonight.

Councilmember Hyatt disclosed an Exparte Communication between himself and the applicant's representative Bill Laystrom. He stated it will not influence his decision which will be based upon evidence presented tonight.

15. Public Hearing and First Reading of an Ordinance pertaining to the subject of Comprehensive Planning; changing the Future Land Use Designation of a parcel of property located at 321 North University Drive. (Plantation Fashion Mall Redevelopment).

Motion by Councilmember Jacobs, seconded by Councilmember Stoner, to pass the Ordinance on first reading. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Jacobs, Stoner, Tingom
Nays: None

16. Public Hearing and First Reading of an ordinance pertaining to the subject of Comprehensive Planning; assigning up to 346 Flexibility units to 321 North University Drive. (Plantation Fashion Mall Redevelopment)

Motion by Councilmember Stoner, seconded by Councilmember Hyatt, to pass the Ordinance on first reading subject to waivers. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Jacobs, Stoner, Tingom

Nays: None

17. Request to approve Master Plan, Site Plan, Elevation and Landscape Plan for Plantation Fashion Mall Redevelopment. Property located at 321 North University Drive and zoned SPI-3. (Plantation Midtown District).

Motion by Councilmember Jacobs, seconded by Councilmember Stoner, to approve the Master Plan, Site Plan, Elevation and Landscape Plan for the Plantation Fashion Mall subject to staff comments. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Jacobs, Stoner, Tingom

Nays: None

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QUASI-JUDICIAL ITEMS:

18. Request to approve sign special exception for Plantation Pointe KIMCO located at 7620 Peters Road.

Motion by Councilmember Stoner, seconded by Councilmember Hyatt, to approve Option "A" as indicated in the staff report and subject to staff comments. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Jacobs, Stoner, Tingom

Nays: None

19. Request for site plan modification (parking waiver) for Kimco Plantation Center. Property located at 7320 Peters Road and zoned SPI-3. (Plantation Midtown)

Motion by Councilmember Stoner, seconded by Councilmember Fadgen, to approve the site plan modification for Kimco Plantation Center subject to staff comments. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Jacobs, Stoner, Tingom

Nays: None

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COMMENTS BY COUNCIL MEMBERS

Councilmember Hyatt

Thanked the voters who participated in the election process.

Councilmember Fadgen

Thanked the residents for placing him back on the council. He spoke about the elimination of the invocation at the start of the meetings and requested it be reinstated. Councilmember Fadgen stated he will be in favor of a partial roll back rate during budget time.

Councilmember Jacobs

He stated there are no restrictions on the use of invocations at the beginning of council meetings and it can be used at any councilmembers discretion.

Mayor Bendekovic

She clarified invocations are permissible at the beginning of the meetings and it is the choice of the councilperson as to what they would like to say or do. She reminded the public the next council meetings will be held on December 14th followed by January 11, 2017. Mayor Bendekovic encouraged the public to visit the historical museum's holiday display.

Councilmember Tingom

He appointed Michael Garcia to the Educational Advisory Board and Seth McDonald to the Landscape Advisory Board. Councilmember Tingom thanked the participants of the holiday parade. He requested Horace McHugh, CAO provide an update on the utility billing issues.

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PUBLIC REQUESTS OF THE COUNCIL CONCERNING MUNICIPAL AFFAIRS

Dennis Conklin, 4581 NW 6 Court – he stated he was in favor of reinstating invocations at the start of the council meetings. Mr. Conklin remarked when he read the Plantation Pointe agenda item he thought it was referencing the residential site because the address was incorrect in the agenda back up.

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Meeting adjourned at 9:53 p.m.

* * * * *

Councilmember Peter S. Tingom
City Council President

ATTEST:

Susan Slattery, MMC
City Clerk

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Minutes was received by the Office of the City Clerk and entered into the Public Record this _____ day of _____, 2016.

Susan Slattery, MMC
City Clerk

**Plantation City Council
Meeting Agenda**

**Notice of City Council
Meeting**

**Wednesday, January 25,
2017 ~ 7:30 PM**



City of Plantation
City Council Chambers

Subject:

Approval of minutes of City Council meeting held December 14, 2016.

ATTACHMENTS:

Description

Draft Minutes

Upload Date

1/12/2017

Type

Backup Material

**REGULAR MEETING OF THE CITY COUNCIL
PLANTATION, FLORIDA**

December 14, 2016

The meeting was called to order by Councilmember Peter Tingom, President of the City Council. He welcomed Councilmembers Fadgen and Hyatt.

1. Roll Call by City Clerk:

Councilmember:	Jerry Fadgen
	Mark Hyatt
	Ron Jacobs
	Lynn Stoner
	Peter S. Tingom
Mayor:	Diane Veltri Bendekovic
City Attorney:	Donald Lunny Jr.
City Clerk:	Susan K. Slattery

* * * * *

2. Opening remarks were made by Councilmember Tingom

The Pledge of Allegiance followed.

3. Approval of Minutes – None

ITEMS SUBMITTED BY THE MAYOR

Mayor Bendekovic presented Employee Service Awards to the following:

George Harper	Public Works	25
Mary Fowler	Financial Services	20
*Zoraida Gonzalez	Utilities	30
*Off. Thomas Butts	Police	25
*Off. Erik Carton	Police	15
*Noel Cammock	Utilities	10
*Jeffrey Dixon	Parks & Recreation	10
*Emmanuel Gonzalez	Utilities	10
* UNABLE TO ATTEND		

* * * * *

Ernest Burkeen, Parks and Recreation Director made the following announcements:

- Winter Wonderland Camp - December 27 – 30 and January 3 – 6
- Winter Break Tennis Camp - Week 1: December 26 – 30 and Week 2: January 2 – 6
- Equestrian Share A Pony Winter Program
 - Session 1: December 26 – 30
 - Session 2: January 2 – 6
- Santa's Visit - Saturday, December 24 (5:00 pm – 10:00 pm)
- Orange Classic Soccer Tournament - Wednesday, December 28 – Friday, December 30 - Pine Island Park & Plantation Central Park
- "Seasoned Senior" Updates from Deicke Auditorium
 - Mah Jongg games every Monday & Tuesday from 1 pm – 4 pm
 - Donuts & Dominos on Wednesday, December 15 from 9 am – 11 am
 - Bagels & Bunco on Wednesday, December 28 from 9am – 11 am

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Election of City Council Officers

Motion by Councilmember Fadgen, seconded by Councilmember Jacobs, to appoint Councilmember Tingom as Council President. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Stoner, Tingom, Jacobs

Nays: None

Motion by Councilmember Tingom, seconded by Councilmember Jacobs, to appoint Councilmember Stoner as Council President Pro Tem. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Stoner, Tingom, Jacobs

Nays: None

* * * * *

Mayor Bendekovic recommended Councilmember Fadgen replace former Councilmember Levy on the Police Retirement Board, and Councilmember Hyatt replace former Councilmember Zimmerman on the General Employees Retirement Board. Consensus was reached to make the stated changes.

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CONSENT AGENDA

Councilmember Tingom added an item to the Consent Agenda. Item 12A – Application for Waiver of Street Sign Standards for Private Streets in the Jacaranda Cover neighborhood. Dennis Conklin, resident, pulled Item 8 from the Consent Agenda.

4. Approval of funds to purchase ongoing maintenance for Microsoft licensed software.
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Nays: None

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ADMINISTRATIVE ITEMS:

13. Discussion concerning amending the Zoning Code to allow retail paint store use in the SPI-2 (Auto Mall) zoning district.

Motion by Councilmember Jacobs, seconded by Councilmember Fadgen, to approve amending Code to allow retail paint store use in the SPI-2 zoning district, and allow Sherwin Williams to proceed at

their own risk and absorb the costs association with amending the code. Motion carried on the following roll call vote:

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Nays: None

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LEGISLATIVE ITEMS:

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Councilmember Tingom requested Items 15, 16 and 17 be heard together.

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Nays: None

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Nays: None

17. Request to approve Master Plan, Site Plan, Elevation and Landscape Plan for Plantation Fashion Mall Redevelopment. Property located at 321 North University Drive and zoned SPI-3. (Plantation Midtown District).

Motion by Councilmember Jacobs, seconded by Councilmember Stoner, to approve the Master Plan, Site Plan, Elevation and Landscape Plan for the Plantation Fashion Mall subject to staff comments. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Jacobs, Stoner, Tingom

Nays: None

* * * * *

QUASI-JUDICIAL ITEMS:

18. Request to approve sign special exception for Plantation Pointe KIMCO located at 7620 Peters Road.

Motion by Councilmember Stoner, seconded by Councilmember Hyatt, to approve Option "A" as indicated in the staff report and subject to staff comments. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Jacobs, Stoner, Tingom

Nays: None

19. Request for site plan modification (parking waiver) for Kimco Plantation Center. Property located at 7320 Peters Road and zoned SPI-3. (Plantation Midtown)

Motion by Councilmember Stoner, seconded by Councilmember Fadgen, to approve the site plan modification for Kimco Plantation Center subject to staff comments. Motion carried on the following roll call vote:

Ayes: Fadgen, Hyatt, Jacobs, Stoner, Tingom

Nays: None

* * * * *

COMMENTS BY COUNCIL MEMBERS

Councilmember Hyatt

Thanked the voters who participated in the election process.

Councilmember Fadgen

Thanked the residents for placing him back on the council. He spoke about the elimination of the invocation at the start of the meetings and requested it be reinstated. Councilmember Fadgen stated he will be in favor of a partial roll back rate during budget time.

Councilmember Jacobs

He stated there are no restrictions on the use of invocations at the beginning of council meetings and it can be used at any councilmembers discretion.

Mayor Bendekovic

She clarified invocations are permissible at the beginning of the meetings and it is the choice of the councilperson as to what they would like to say or do. She reminded the public the next council meetings will be held on December 14th followed by January 11, 2017. Mayor Bendekovic encouraged the public to visit the historical museum's holiday display.

Councilmember Tingom

He appointed Michael Garcia to the Educational Advisory Board and Seth McDonald to the Landscape Advisory Board. Councilmember Tingom thanked the participants of the holiday parade. He requested Horace McHugh, CAO provide an update on the utility billing issues.

* * * * *

PUBLIC REQUESTS OF THE COUNCIL CONCERNING MUNICIPAL AFFAIRS

Dennis Conklin, 4581 NW 6 Court – he stated he was in favor of reinstating invocations at the start of the council meetings. Mr. Conklin remarked when he read the Plantation Pointe agenda item he thought it was referencing the residential site because the address was incorrect in the agenda back up.

* * * * *

Meeting adjourned at 9:53 p.m.

* * * * *

Councilmember Peter S. Tingom
City Council President

ATTEST:

Susan Slattery, MMC
City Clerk

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Minutes was received by the Office of the City Clerk and entered into the Public Record this _____ day of _____, 2016.

Susan Slattery, MMC
City Clerk



City of Plantation
City Council Chambers

Subject:

Cisco SmartNet Renewal

Summary:

This information is provided for your review and consideration regarding your approval of the funds to purchase yearly maintenance for the City's Cisco network infrastructure.

Item Description:

7X24X365 maintenance on all core Cisco system components including:

- IOS Software Upgrades for new features, capabilities and software bug fixes.
- 24x7x365 Access to Cisco Connection Online for inventories, service contract access, products & services information, technical white papers, etc.
- 24x7x365 Access to Cisco Technical Assistance Center (TAC) for access to all levels of industry leading technical support engineers
- All Parts and Labor, if applicable, to restore the network during unscheduled interruptions

Funding:

513_4607 R/M-Maintenance contract-computers
Cisco SmartNet Maintenance

Amount:

We have negotiated a contract price of \$36,519 with Insight Public Sector through the U.S. COMMUNITIES IT PRODUCTS & SERVICES contract.

Background:

This covers all of the City's network routers, switches, UCS (virtual environment), and firewalls

Department Director Recommendation:

Therefore, it is recommended that City Council approve the budgeted funds to purchase the Cisco maintenance and authorize the Administration and Information Technology Departments to continue our agreement with Cisco.

Prepared By:

Robert Castro

ATTACHMENTS:**Description**

Quote

Upload Date

1/12/2017

Type

Backup Material

Insight - Cisco SMARTnet Quote

Customer Name: PLANTATION-PUBLIC SAFETY

Quote Date: 10-Jan-2017



1-Year Quote Summary		
CO-TERM: 31-Jan-2018		
QUOTE	SERVICE LEVEL	REFERENCE CONTRACT
16073144	CON-SNTP-1	93904141
	CON-SU1-1	95561151
CLIENT COST SUBTOTAL		

Account Executive: Ricardo Pryor
SMARTnet Sales Specialist: Russell Hanna
QS: BB

Please Note: This quote is valid for 30 days. Subject to sales tax and freight charges where applicable.

TERMS OF SALE. THIS QUOTE IS SUBJECT TO INSIGHTS TERMS AND CONDITIONS OF SALE SET FORTH ONLINE AT http://www.insight.com/en_US/help/terms-of-sale-products.html (Terms of Sale - Products), AS WELL AS THE QUOTE. Cisco SMARTnet services are third-party branded services (SMARTnet Services). SMARTnet Service is therefore classified by Insight as Product and subject to Insights Terms of Sale - Products. In the event of a conflict between the Terms of Sale - Products and any terms of sale on Ciscos website, Insights Terms of Sale - Products shall govern the purchase.

SERVICE DESCRIPTIONS. The SMARTnet Services being purchased under this quote are further described under the Service Descriptions found on Ciscos website at www.cisco.com/go/servicedescriptions/. Such Service Descriptions are incorporated by reference into this Agreement. SMARTnet Services are subject to the availability limitations and other terms set forth in the Service Descriptions.

TERMS OF USE. Clients use of SMARTnet Services is further subject to the following documents, and other documents published by Cisco, set forth in Ciscos Service Descriptions: (a) End User Obligations; (b) Glossary of Terms; (c) Severity Levels; and (d) List of Services Not Covered.

This quote is subject to Insight's Terms of Sale - Products set forth online at:
http://www.insight.com/en_US/help/terms-of-sale-products.html



CLIENT PRICE	
\$	30,008.60
\$	6,510.60
\$	36,519.20

E AT

HE TERMS SET FORTH IN THIS
s are not performed by Insight and
onflict between the Terms of Sale -
of SMARTnet Services herein.

der Technical Support Services in
Description is incorporated into
rms and conditions set forth in the

pplicable documents as required
and Escalation Guidelines; and (d)

Quote #:	16073144
Quote Name:	PLANTATION-PUBLIC SAFETY
Quote Status:	VALID
Created Date:	10-Jan-2017

MAJOR/MINOR	PRODUCT NUMBER	QUANTITY
Major	ASA5520-AIP20-K9	1
Major	ASA5520-AIP20-K9	1
Major	WS-C2960-24TC-L	1
Major	WS-C2960-24TC-L	1
Major	WS-C3560G-24TS-S	1
Major	WS-C3560G-24TS-S	1
Major	WS-C3560G-24TS-S	1
Major	WS-C2960G-24TC-L	1
Major	WS-C2960G-24TC-L	1
Major	WS-C2960-24TC-L	1
Major	WS-C4507R-E	1
Major	WS-C2960-24TC-L	1
Major	WS-C3560V2-48TS-S	1
Major	WS-C3560V2-48TS-E	1
Major	WS-C3560V2-24TS-E	1
Major	WS-C3560V2-24TS-S	1
Major	WS-C2960-24TC-L	1
Major	WS-C2960-24TC-L	1
Major	WS-C2960-24TC-L	1
Major	WS-C2960-24TC-L	1
Major	WS-C3750V2-24TS-E	1
Major	WS-C3750V2-24TS-E	1
Major	ASA5505-BUN-K9	1
Major	WS-C2960-24TC-L	1
Major	WS-C3850-24T-E	1
Major	UCS-SP-ENTV-B200M3	1
Major	UCS-SP-ENTV-B200M3	1
Major	UCS-SP-ENTV-B200M3	1
Major	UCS-SP-ENTV-B200M3	1
Major	UCS-EZ-ENVP-B200M3	1
Major	UCS-EZ-ENVP-B200M3	1
Major	UCS-SP-INFRA-FI	1
Major	UCS-SP-INFRA-FI	1
Major	UCSC-C240-M3S	1
Major	UCSC-C240-M3S	1
Major	UCS-SP-INFRA-CHSS	1

Major	WS-C2960-24TC-L	1
Major	WS-C2960-24TC-L	1
Major	WS-C2960-24TC-L	1
Major	WS-C2960-24TC-L	1
Major	WS-C2960-24TC-L	1
Major	WS-C3560V2-24TS-E	1
Major	WS-C3850-24T-E	1
Major	WS-C2960-24TC-L	1
Major	CISCO881-SEC-K9	1
Major	ASA5505-BUN-K9	1
Major	WS-C2960-48TC-L	1
Major	WS-C2960-48TC-L	1
Major	ASA5505-BUN-K9	1
Major	WS-C2960+48TC-L	1
Major	WS-C2960S-F48TS-L	1
Major	WS-C2960S-F48TS-L	1
Major	WS-C3850-24T-E	1
Major	WS-C2960+24TC-L	1
Major	WS-C2960+24TC-L	1
Major	WS-C3650-24TS-E	1
Major	WS-C3650-24TS-E	1
Major	WS-C3650-24TS-E	1
Major	WS-C3650-24TS-E	1
Major	WS-C3650-24TS-E	1
Major	WS-C3650-24TS-E	1
Major	WS-C3650-48TS-S	1
Major	WS-C3650-48TS-S	1
Major	WS-C3650-48TS-S	1
Major	WS-C3650-48TS-S	1
Major	WS-C3650-48TS-S	1
Major	WS-C3650-48TS-S	1
Major	WS-C3650-48TS-S	1
Major	WS-C3650-48TS-S	1
Major	WS-C3650-48TS-S	1
Major	WS-C3650-48TS-S	1
Major	WS-C3850-24T-E	1
Major	ASA5506-SEC-BUN-K9	1
Major	ASA5506-SEC-BUN-K9	1

This quote is subject to Insight's Terms of Sale - Products set forth online at:

http://www.insight.com/en_US/help/terms-of-sale-products.html

INSTANCE NUMBER	SERIAL NUMBER	TARGET CONTRACT NUMBER
548510272	JMX1427L12W	95561151
548510357	JMX1427L12X	95561151
284912738	FOC1025X4FT	93904141
286380289	FOC1025Z86Q	93904141
379373123	FOC1202Y415	93904141
379373131	FOC1202Y41H	93904141
379373134	FOC1202Y41L	93904141
379373139	FOC1203Z4WQ	93904141
379373146	FOC1203Z4Y9	93904141
379373153	FOC1204W2DS	93904141
483328935	FOX1313GPQ9	93904141
483348980	FOC1329Y23E	93904141
483779758	FDO1328Z0RS	93904141
558127960	FDO1429X3RF	93904141
581180212	FDO1443X3YF	93904141
702404043	FDO1504V03H	93904141
703352947	FOC1511V190	93904141
703352956	FOC1511V0UL	93904141
703353355	FOC1511V0UX	93904141
703353360	FOC1511V19G	93904141
703353364	FOC1511V0UJ	93904141
942625128	FDO1617X1EJ	93904141
945881610	FDO1617X1CE	93904141
1414469631	JMX1721Z0RB	93904141
1414853529	FCQ1717X162	93904141
1424314919	FOC1723V0S4	93904141
1434212506	FCH1721JA3G	93904141
1434212756	FCH1722JBW4	93904141
1434213021	FCH1722JBD9	93904141
1434213338	FCH1722JBTF	93904141
1434240156	FCH1722JB3S	93904141
1434240402	FCH1722JBQ3	93904141
1434768718	SSI17150HKA	93904141
1434769108	SSI17150HK9	93904141
1436915494	FCH1724V0HW	93904141
1436915893	FCH1724V0U8	93904141
1439955943	FOX1722GC9V	93904141

1446259549	FCQ1725Y6KX	93904141
1446259584	FCQ1725Y6FL	93904141
1446259610	FCQ1725Y6EW	93904141
1446259636	FCQ1725Y6FT	93904141
1446259665	FCQ1725Y6F6	93904141
1446341515	FDO1649Y0ZS	93904141
1446638070	FOC1730V024	93904141
1446699182	FCQ1725Y6FC	93904141
1448384744	FTX17348023	93904141
1460098762	JMX1738Z0DT	93904141
1469642011	FCQ1734Y4DF	93904141
1488123638	FCQ1744Y3RB	93904141
1518942768	JMX181140TU	93904141
1537009247	FOC1809V2R9	93904141
1578683718	FOC1816W0Z2	93904141
1578683813	FOC1816W0Y2	93904141
1579107162	FOC1828U0JD	93904141
1582411361	FOC1834S0Z4	93904141
1582411411	FOC1834S0Z5	93904141
1704024793	FDO1929P22X	93904141
1704024884	FDO1929E2R1	93904141
1704024958	FDO1929E2R0	93904141
1704025036	FDO1929E2R5	93904141
1704025124	FDO1929E2R4	93904141
1704025201	FDO1929E2R6	93904141
1755591913	FDO1946Q195	93904141
1767349328	FDO1951Q0C8	93904141
1767349344	FDO1951E0SW	93904141
1767349357	FDO1950E2YQ	93904141
1767349371	FDO1951Q0ED	93904141
1767349383	FDO1951E0UP	93904141
1767349391	FDO1950Q046	93904141
1767349403	FDO1950E2YR	93904141
1767349415	FDO1951E0WC	93904141
1767436066	FDO2001E1N7	93904141
1803177967	FOC2017U094	93904141
1817213302	JMX2028Y0PM	93904141
1817213660	JMX2028Y0PS	93904141

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

SITE POSTAL CODE	SITE COUNTRY	SERVICE SKU
33317	US	CON-SU1-AS2A20K9
33317	US	CON-SU1-AS2A20K9
33317	US	CON-SNTP-C29602TC
33317	US	CON-SNTP-C29602TC
33317	US	CON-SNTP-3560GTS
33317	US	CON-SNTP-3560GTS
33317	US	CON-SNTP-3560GTS
33317	US	CON-SNTP-C2960G2C
33317	US	CON-SNTP-C2960G2C
33317	US	CON-SNTP-C29602TC
33317	US	CON-SNTP-C4507RE
33317	US	CON-SNTP-C29602TC
33317	US	CON-SNTP-V248TSS
33317	US	CON-SNTP-V248TSE
33317	US	CON-SNTP-V224TSE
33317	US	CON-SNTP-V224TSS
33317	US	CON-SNTP-C29602TC
33317	US	CON-SNTP-C29602TC
33317	US	CON-SNTP-C29602TC
33317	US	CON-SNTP-C29602TC
33317	US	CON-SNTP-C29602TC
33317	US	CON-SNTP-37524TSE
33317	US	CON-SNTP-37524TSE
33317	US	CON-SNTP-AS5BUNK9
33317	US	CON-SNTP-C29602TC
33317	US	CON-SNTP-WSC384TE
33317	US	CON-SNTP-SPTVB200
33317	US	CON-SNTP-SPTVB200
33317	US	CON-SNTP-SPTVB200
33317	US	CON-SNTP-SPTVB200
33317	US	CON-SNTP-ETVB20M3
33317	US	CON-SNTP-ETVB20M3
33317	US	CON-SNTP-SPINFRAF
33317	US	CON-SNTP-SPINFRAF
33317	US	CON-SNTP-C240M3SF
33317	US	CON-SNTP-C240M3SF
33317	US	CON-SNTP-SPINFRAC

33317	US	CON-SNTP-C29602TC
33317	US	CON-SNTP-C29602TC
33317	US	CON-SNTP-C29602TC
33317	US	CON-SNTP-C29602TC
33317	US	CON-SNTP-C29602TC
33317	US	CON-SNTP-V224TSE
33317	US	CON-SNTP-WSC384TE
33317	US	CON-SNTP-C29602TC
33317	US	CON-SNTP-881SECK
33317	US	CON-SNTP-AS5BUNK9
33317	US	CON-SNTP-C29604TC
33317	US	CON-SNTP-C29604TC
33317	US	CON-SNTP-AS5BUNK9
33317	US	CON-SNTP-WSC2968C
33317	US	CON-SNTP-WSC2960J
33317	US	CON-SNTP-WSC2960J
33317	US	CON-SNTP-WSC384TE
33317	US	CON-SNTP-WSC296TC
33317	US	CON-SNTP-WSC296TC
33317	US	CON-SNTP-WS5024SE
33317	US	CON-SNTP-WS5024SE
33317	US	CON-SNTP-WS5024SE
33317	US	CON-SNTP-WS5024SE
33317	US	CON-SNTP-WS5024SE
33317	US	CON-SNTP-WS5024SE
33317	US	CON-SNTP-WSC3654T
33317	US	CON-SNTP-WSC3654T
33317	US	CON-SNTP-WSC3654T
33317	US	CON-SNTP-WSC3654T
33317	US	CON-SNTP-WSC3654T
33317	US	CON-SNTP-WSC3654T
33317	US	CON-SNTP-WSC3654T
33317	US	CON-SNTP-WSC3654T
33317	US	CON-SNTP-WSC3654T
33317	US	CON-SNTP-WSC384TE
33317	US	CON-SNTP-ASA550K9
33317	US	CON-SNTP-ASA550K9
		TOTAL
		GRAND TOTAL

SERVICE LIST PRICE		PRORATED LIST PRICE		CLIENT PRICE
\$	3,974.00	\$	3,974.00	\$ 3,255.30
\$	3,974.00	\$	3,974.00	\$ 3,255.30
\$	151.00	\$	151.00	123.69
\$	151.00	\$	151.00	123.69
\$	534.00	\$	534.00	437.43
\$	534.00	\$	534.00	437.43
\$	534.00	\$	534.00	437.43
\$	333.00	\$	165.13	135.27
\$	333.00	\$	165.13	135.27
\$	151.00	\$	151.00	123.69
\$	4,654.00	\$	4,654.00	3,812.32
\$	151.00	\$	151.00	123.69
\$	504.00	\$	504.00	412.85
\$	504.00	\$	504.00	412.85
\$	302.00	\$	302.00	247.38
\$	302.00	\$	302.00	247.38
\$	151.00	\$	151.00	123.69
\$	151.00	\$	151.00	123.69
\$	151.00	\$	151.00	123.69
\$	151.00	\$	151.00	123.69
\$	151.00	\$	151.00	123.69
\$	384.00	\$	384.00	314.55
\$	384.00	\$	384.00	314.55
\$	100.00	\$	100.00	81.91
\$	151.00	\$	151.00	123.69
\$	1,059.00	\$	1,122.83	919.77
\$	308.00	\$	308.00	252.30
\$	308.00	\$	308.00	252.30
\$	308.00	\$	308.00	252.30
\$	308.00	\$	308.00	252.30
\$	308.00	\$	308.00	252.30
\$	308.00	\$	308.00	252.30
\$	964.00	\$	964.00	789.66
\$	964.00	\$	964.00	789.66
\$	532.00	\$	532.00	435.79
\$	532.00	\$	532.00	435.79
\$	244.00	\$	244.00	199.87

\$	151.00 \$	151.00 \$	123.69
\$	151.00 \$	151.00 \$	123.69
\$	151.00 \$	151.00 \$	123.69
\$	151.00 \$	151.00 \$	123.69
\$	151.00 \$	151.00 \$	123.69
\$	302.00 \$	302.00 \$	247.38
\$	1,059.00 \$	1,059.00 \$	867.48
\$	151.00 \$	151.00 \$	123.69
\$	107.00 \$	107.00 \$	87.65
\$	100.00 \$	100.00 \$	81.91
\$	289.00 \$	289.00 \$	236.73
\$	289.00 \$	289.00 \$	236.73
\$	100.00 \$	100.00 \$	81.91
\$	253.00 \$	253.00 \$	207.24
\$	333.00 \$	333.00 \$	272.78
\$	333.00 \$	333.00 \$	272.78
\$	1,059.00 \$	1,122.83 \$	919.77
\$	131.00 \$	131.00 \$	107.31
\$	131.00 \$	131.00 \$	107.31
\$	786.00 \$	786.00 \$	643.85
\$	786.00 \$	786.00 \$	643.85
\$	786.00 \$	786.00 \$	643.85
\$	786.00 \$	786.00 \$	643.85
\$	786.00 \$	786.00 \$	643.85
\$	786.00 \$	786.00 \$	643.85
\$	797.00 \$	797.00 \$	652.86
\$	797.00 \$	797.00 \$	652.86
\$	797.00 \$	797.00 \$	652.86
\$	797.00 \$	797.00 \$	652.86
\$	797.00 \$	797.00 \$	652.86
\$	797.00 \$	797.00 \$	652.86
\$	797.00 \$	797.00 \$	652.86
\$	797.00 \$	797.00 \$	652.86
\$	797.00 \$	797.00 \$	652.86
\$	797.00 \$	797.00 \$	652.86
\$	1,059.00 \$	1,059.00 \$	867.48
\$	325.00 \$	325.00 \$	266.22
\$	325.00 \$	325.00 \$	266.22
\$	44,790.00 \$	44,581.92 \$	36,519.20

\$	44,790.00 \$	44,581.92 \$	36,519.20
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TAKEOVER LINE TYPE	CLIENT REVISIONS	END OF SERVICE
--------------------	------------------	----------------

EOS
EOS

Certain common
event of a conflict

Cisco hardware c

- SNT
- SNTE
- SNC
- SNTP
- S2P
- CS or OS
- C4S or OSE
- C4P or OSP
- C2P or PREM
- SU1
- SU2
- SU3
- SU4

- SU01

- SU02

- SU03

- SU04

Telepresence can be

- ECDN

- EC4T

- ECDO

- ECEO

- ECEN

- EC4N

Software can be

- ECMU

- SAS
- SAU
- SW
- ISV1

All SMARTnet Se

This quote is sub
<http://www.insig>

GLOSSARY OF SERVICE LEVELS

ly used Cisco Service Levels are defined below on this quote for your convenience (Cisco Service Levels). In the
:t between the Cisco Service Levels on this quote and those defined on Ciscos website located at

can be covered from 8x5xNBD to 24x7x2 with either parts only or On-Site service.

(SMARTnet Standard 8x5xNBD) - Where Next Business Day delivery is available, an Advance Replacement will ship to arrive the next Business Day provided that Cisco's determination of Hardware failure has been made

(SMARTnet 8X5X4) - Advance Replacement on a Four-Hour Response basis between 9:00 a.m. and 5:00p.m. Depot Time the same Business Day, provided that Cisco's determination of Hardware failure has been made before 1:00 p.m. Depot Time. If Customer make a request after 1:00 p.m. Depot Time, Cisco will deliver the

(SMARTnet 8X7XNCD) - Where SMARTnet 8x7xNext Calendar Day is available, an Advance Replacement will ship to arrive the next calendar day provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. If Customer makes a request after 3:00 p.m. Depot Time, Cisco will ship the Advance Replacement the next calendar day. Where SMARTnet 8x7xNext Calendar Day delivery is not available, same day shipping will be provided. Under same day shipping, Advance Replacement will ship from

(SMARTnet 24X7X4) - Advance Replacement parts on a Four-Hour Response basis twenty-four (24) hours per

(SMARTnet 24X7X2) - Advance Replacement on a Two-Hour Response basis twenty-four (24) hours per day,

(SMARTnet On-Site 8x5xNBD) - Next business- day Remedial Hardware Maintenance, together with parts, labor and materials, by 5:00 p.m. Depot Time provided Cisco's determination that On-Site Service is required has been made before 3:00 p.m. Depot Time the prior day (otherwise, second Business Day will be provided for

(SMARTnet On-Site 8x5x4) - Four Hour Response for Remedial Hardware Maintenance service between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, together with parts, labor and materials, provided

(SMARTnet On-Site 24x7x4) - Four Hour Response for Remedial Hardware Maintenance twenty four (24) hours

(SMARTnet On-Site 24x7x2) - Two Hour Response for Remedial Hardware Maintenance twenty four (24) hours

(8x5xNBD) - An Advanced replacement will ship the same day to arrive the next 8x5xNext Business Day: An Advance Replacement will ship the same day to arrive the next business day provided both the call and Ciscos diagnosis and determination of the failed hardware has been made before 3:00 p.m., local time. For requests

(8x5x4) - Provide Advance Replacement on a Four-Hour Response basis between 9:00am and 5:00pm local time the same business day, provided both the call and Cisco's diagnosis and determination of the failed hardware has been made before 1:00 p.m., local time. For calls placed after 1:00 p.m. local time, Cisco will

(24x7x4) - Provide Advance Replacement parts on a Four-Hour Response basis twenty-four (24) hours per day,

(24x7x2) - Provide Advance Replacement on a Two-Hour Response basis twenty-four (24) hours per day, seven

(On-Site 8x5xNBD) - Provide next-business-day Remedial Hardware Maintenance service, together with parts, labor and materials, by 5.00pm local time provided both the call and Cisco's diagnosis and determination that on-site service is required has been made before 3:00 p.m. Local Time the prior day (otherwise, second

(On-Site 8x5x4) - Provide Four Hour Response for Remedial Hardware Maintenance service, together with parts, labor and materials, during local time the same business day provided both the call and Cisco's diagnosis

(On-Site 24x7x4) - Provide Four Hour Response for Remedial Hardware Maintenance service twenty four (24)

(On-Site 24x7x2) - Provide Two Hour Response for Remedial Hardware Maintenance service twenty four (24)

will be covered from 8x5xNBD to 24x7x2 with either parts only or On-Site service.

(8x5xNBD ESS) - Where Next Business Day delivery is available, an Advance Replacement will ship to arrive the next Business Day provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. If Customer make a request after 3:00 p.m. Depot Time, Cisco will ship the Advance Replacement

(On-Site 24x7x4 ESS) - Four Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays. Service Included: On-Site Hardware

(On-Site 8x5xNBD ESS) - Next business-day Remedial Hardware Maintenance, together with parts, labor and materials, by 5:00 p.m. Depot Time provided Cisco's determination that On-Site Service is required has been made before 3:00 p.m. Depot Time the prior day (otherwise, second Business Day will be provided for calls placed after 3:00 p.m. Depot Time). Where Next Business Day delivery of the parts is not available, same day

(On-Site 8x5x4 ESS) - Provide Four Hour Response for Remedial Hardware Maintenance service, together with parts, labor and materials, during local time the same business day provided both the call and Cisco's diagnosis and determination that on-site service is required has been made before 1:00pm local time. Service Included:

(8x5x4 ESS) - Advance Replacement on a Four-Hour Response basis between 9:00 a.m. and 5:00p.m. Depot Time the same Business Day, provided that Cisco's determination of Hardware failure has been made before 1:00 p.m. Depot Time. If Customer make a request after 1:00 p.m. Depot Time, Cisco will deliver the Advance

(24x7x4 ESS) - Four Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays. Service Included: Hardware Replacement and Software

supported with minor release upgrades to major release upgrades.

(Software Upgrades Only) - Effective September 22, 2017, Cisco Software Support Service (SWSS) initiative will be launched to bring simplicity to customers and partners by unifying Essential Operate Service (ESW) and Unified Communications Support Service (UCSS) into a single service level. The combined offer will include:

- Full-time telephone and remote technical and maintenance support services, 24 hours a day, 365 days per year
- Application maintenance, minor software updates, and major software upgrades
- Round-the-clock access to the extensive Cisco.com online troubleshooting tools include Software

(Software Application Support) - Software support and minor release upgrades

(Software Application Support with Upgrades) - Software support and major release upgrades

(Software Maintenance) - TAC,CCO,IOS SW (NO HW RPL)

(UC ISV 24x7) - UC ISV L1 + L2 (NO HW RPL)

Services Include:

- IOS Software Upgrades for new features, capabilities and software bug fixes.
- 24x7x365 Access to Cisco Connection Online for inventories, service contract access, products & services
- 24x7x365 Access to Cisco Technical Assistance Center (TAC) for access to all levels of industry leading
- All Parts and Labor, if applicable, to restore the network during unscheduled interruptions

Subject to Insight's Terms of Sale - Products set forth online at:

http://cisco.com/en_US/help/terms-of-sale-products.html



City of Plantation
City Council Chambers

Subject:

Request for approval and authorization to award a contract for "Development Services Roof Replacement" ITB No. 038-16 to FullCover Roofing Systems, Inc. for an amount not to exceed \$157,198.00.

Item Description:

The existing flat tile roofing system on the Development Services Building is 27 years old and the original roofing system for the 1980 building. The roofing system has reached the end of its useful life and leaks have already developed, which is an indicator it is time to replace the roofing system. Replacement of the roofing system is a planned and budgeted item in the City Budget.

Staff solicited sealed bids in response to an Invitation to Bid No. 038-16 for Development Services Building Roof Replacement pursuant to Sections 2-226(c) and 2-220(e) of the City Code. The solicitation incorporated the City's local business preference requirements pursuant to Section 2-227 of the Code. On December 20, 2016 seven (7) sealed bid proposals were opened. Copies of the seven (7) bid submittals are attached for your review.

Procurement Division staff performed an evaluation of bid proposals to determine submittal responsiveness. After careful consideration of all information provided by each bidder, Procurement Division staff has concluded FullCover Roofing Systems, Inc has submitted the lowest, responsive bid proposal.

Engineering Department staff performed an evaluation on the lowest, responsive bid to determine if the bid proposal was responsible in accordance with the established evaluation criteria. After careful consideration of all information provided by the bidder. Engineering staff has concluded FullCover Roofing Systems, Inc. is responsible in reference to their bid proposal.

Additional information pertaining to the review of the bid proposals can be found in the attached "letter of recommendation for award".

Based on the foregoing evaluation, Engineering and Procurement staff recommends approval to

award a contract for Development Service Building Roof Replacement to FullCover Roofing Systems, Inc for an amount not to exceed \$157,198.00. This item is now ready for City Council Consideration.

Funding:

Account No.: 001-6712-519-6302

Budgeted Amount: \$185,000.00

Amount:

Total Project Amount: \$157,198.00

Note: The above total project amount includes a project contingency amount of \$2,500.00.

Finance Director/Budget Manager Recommendation:

FY 2017 Adopted Budget amount: \$185,000.00

Prepared By:

Charles Spencer

ATTACHMENTS:

Description	Upload Date	Type
Letter of Recommendation for Award	1/19/2017	Backup Material
A1 Property Bid Submittal	1/19/2017	Backup Material
Atlas Bid Submittal	1/19/2017	Backup Material
FullCover Bid Submittal	1/19/2017	Backup Material
Ocean Blue Bid Submittal	1/19/2017	Backup Material
Roofing Concepts Bid Submittal	1/19/2017	Backup Material
Stevenson Bid Submittal	1/19/2017	Backup Material
Therma Seal Bid Submittal	1/19/2017	Backup Material
Original Bid Documents with addendums	1/19/2017	Backup Material

OFFICE OF THE MAYOR

Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES

Anna C. Otiniano
Director

**CITY COUNCIL**

Ron Jacobs, President
Peter S. Tingom, President Pro Tem
Dr. Robert A. Levy
Lynn Stoner
Chris Zimmerman, AIA

Letter of Recommendation for Award

Development Services Building Roof Replacement

ITB No. 038-16

Date: January 13, 2017

To Honorable Mayor Diane Veltri Bendekovic, and Members of City Council:

The Sealed Bids that were opened on December 20, 2016 for the Development Services Building Roof Replacement have been reviewed.

There were seven (7) Sealed Bids submitted ranging from \$139,582.00 to \$193,820.00

The Procurement Division reviewed all bids for "responsiveness" in accordance with the City's front end documents, and the Engineering Department reviewed the most responsive bid to ascertain if the Bidder was "responsible" in accordance with the established evaluation criteria.

Findings of the Procurement Division review for "responsiveness":**Ocean Blue Contractors, Inc.: \$139,582.00 (Base Bid) & \$139,802.00 (alternate bid)**

- ❑ Contractor did not submit Certificate of Insurance; however they did submit signed City Insurance Requirements Form.
- ❑ Contractor did not acknowledge Addendum No. 1. This addendum changed the bid form by adding an additional monetary line item and requested additional work from the potential contractors. Due to the Contractors failure to acknowledge addendum No. 1 and submitting the revised "bid form" included with addendum No. 1, this bid is considered incomplete and the bidder is considered non-responsive.

FullCover Roofing Systems, Inc.: \$157,198.00(Base Bid) & \$147,122.00 (alternate bid)

- ❑ Contractor did not submit Certificate of Insurance; however they did submit signed City Insurance Requirements Form
- ❑ Contractor did not submit local business certification; however it was determined during the review of their bid submittal that they were not a local business.

Thermal Seal Roof Systems, LLC: \$159,680.00(base bid) & \$168,680.00 (alternate bid)

- ❑ Contractor did not submit City's Insurance Requirements Form; however they did submit a Certificate of Insurance
- Contractor did not submit litigation history form, however on questions 17 and 18 of the Qualification Statement they indicated that they did not have any disputes, claims, mediations, and litigations

Stevenson Roofing Co., Inc.: \$165,000.00 (base bid) & no alternate bid

- Did not submit Drug Free Workplace Form

A1 Property Services Group, Inc.: \$173,810.00 (base bid) & \$173,810.00 (alternate bid)

- Did not submit Certificate of Insurance
- ❑ Did not submit signed City Insurance Requirements Form
- ❑ Contractor did not provide a response to questions No. 16, or 22 on Qualification Statement
- ❑ Contractor did not use City's Bid Bond Form containing proper bid bond language

Roof Concepts Unlimited/Florida, Inc.: \$191,415.00 (base bid) & No alternate bid

- ❑ Contractor did not submit City's Insurance Requirements Form; however they did submit a Certificate of Insurance
- Contractor did not provide financial statement. Contractor did note that financial statement would be provided if requested upon award of contract.
- ❑ Contractor did not submit Public Records Form

OFFICE OF THE MAYOR

Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES

Anna C. Otiniano
Director



CITY COUNCIL

Ron Jacobs, President
Peter S. Tingom, President Pro Tem
Dr. Robert A. Levy
Lynn Stoner
Chris Zimmerman, AIA

Atlas Apex Roofing, LLC: \$193,820.00 (base bid) & \$183,820.00 (alternate)

- Contractor did not submit local business certification; however it was determined during the review of their bid submittal that they were not a local business.
- Contractor did not submit litigation history form, however on questions 17 and 18 of the Qualification Statement they indicated that they did not have any disputes, claims, mediations, and litigations.

Based on the above review for "responsiveness" FullCover Roofing Systems, Inc. was considered the lowest, responsive bidder, and based on the review from the Engineering Department they were also "responsible" in accordance with the established evaluation criteria.

In connection with information provided above the Engineering and Procurement staff recommends the award of ITB No. 038-16 to FullCover Roofing, Inc.

Respectfully,

Charles Spencer Jr.
Procurement Administrator

REVISED BID FORM
CITY OF PLANTATION

Bid of Bidder A1 Property Services Group, Inc.

Address 890 SW 69th Ave Miami, FL. 33144

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

PROJECT NAME: Development Services Building Roof Placement, City Project 17-02
ITB No. 038-16

City of Plantation

TO: City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

The Undersigned Bidder proposes and agrees if this bid is accepted, to enter an agreement with the OWNER to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This bid will remain open for thirty days after the day of Bid Opening. Bidder will sign the agreement and submit the contract security and other documents required by the Contract Documents within 15 days after the date of Owner's Notice to Award.

In submitting this bid, Bidder represents as more fully set forth in the Agreement, that:

- A. Bidder has examined copies of all the Contract Documents and of the following Addenda:
(if any addenda have been issued)

DATE:	ADDENDA NUMBER:
<u>12/14/2016</u>	<u>one (1)</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instruction to Bidder.

- B. Bidder has examined the site and locality where the work is to be performed, the legal requirements Federal, State and Local Laws, Ordinances, Rules and Regulations) and the

conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

- C. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
- D. BIDDER shall complete the Work for the following price. It is the OWNER'S intent to award a contract based upon the total base bid or alternate bid amount.

BASE BID:

- 1a. Remove existing roofing system and replace with Entegra Roof Tile – Plantation profile – Cedar Tan, Black & Brown Antique, Sealed, Slate Like, product id F-CDTN-CD-Y-SL-15 or approved equal with 30/90 hot mop underlayment system. \$ 169,090.00
- 1b. Remove and replace damaged plywood decking.
Estimated quantity 640 SF x unit cost \$ 3.00 \$ 1,920.00
- 1c. Remove and replace fascia
Estimated quantity 50 LF x unit cost \$ 6.00 \$ 300.00
- 1d. Project Contingency \$ 2,500.00
- TOTAL BASE BID** (items 1a, 1b, 1c, and 1d.) \$ 173,810.00

Written: one hundred seventy three thousand, eight hundred ten dollars

ALTERNATE BID:

- 2a. Remove existing roofing system and replace with Entegra Roof Tile – Plantation profile – Cedar Tan, Black & Brown Antique, Sealed, Slate Like, product id F-CDTN-CD-Y-SL-15 or approved equal with Tag & Stick underlayment system as manufactured by Entegra or approved equal. \$ 169,090.00
- 2b. Remove/replace damaged plywood decking.
Estimated quantity 640 SF x unit cost \$ 3.00 \$ 1,920.00
- 2c. Remove and replace fascia
Estimated quantity 50 LF x unit cost \$ 6.00 \$ 300.00
- 2c. Project Contingency \$ 2,500.00
- TOTAL ALTERNATE BID** (items 2a, 2b, 2c, and 2d.) \$ 173,810.00

Written: one hundred seventy three thousand, eight hundred ten dollars

Bidder agrees that the Work will be completed within the time identified in the Agreement after the date when the Contract time commences to run as provided in Paragraph 2.3 of the General Conditions (Notice to Proceed).

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

Communications concerning this Bid shall be addressed to the address of Respondent indicated below.

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

The undersigned also agrees as follows:

First: to do any extra work not covered by the foregoing Schedule of Price which may be ordered by the OWNER, and to accept as full compensation therefore, such prices may be agreed upon in writing by the OWNER and the BIDDER pursuant to the applicable provisions of the General Conditions.

Second: Within fifteen days from the "Notice of Award", of this bid, to execute the Contract and to furnish to the OWNER a satisfactory Performance Bond in the approved City form, guaranteeing the faithful performance of the Work and payment of bills, the BIDDER to pay for said bond.

Third: To begin work on the date specified in the "Notice to Proceed". Accompanying this bid is a certified check, cashier's check or Bid Bond for 5% of Bid payable to the City of Plantation which is to be forfeited if, in the event that this Bid is accepted, the undersigned shall fail to execute the contract and furnish satisfactory Contract Security under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or Bid Bond is to be returned as provided herein.

SUBMITTED ON: December 20,  20 16

SIGNATURE OF BIDDER: _____

TITLE (if any): President

ADDRESS: 890 SW 69th Ave. Miami, FL. 33144

Incorporated under the laws of the State of Florida.

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we A-1 Property Services Group, Inc.,

890 SW 69th Street, Miami, Florida 33144

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and, FCCI Insurance Company

6300 University Parkway, Sarasota, Florida 34240

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Florida

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Plantation, 401 NW 70th Terrace, Plantation, Florida 33317

(Here insert full name and address or legal title of Corporation)

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount

Dollars (\$ 5% of Bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Development Services Building Roof

Replacement ITB -038-16-0-2016/es

(Here insert full name and address description of project)

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of December, 20 16


(Witness)

A-1 Property Services Group, Inc.

(Principal)

(Seal)

(Title)

FCCI Insurance Company

(Surety)

(Seal)

Dora Villavicencio

Attorney-in-Fact

(Witness)

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Dirk D DeJong; Cheryl Stipp; Dora Villavicencio; Sharon R. Myers; Tina Shannon

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$5,000,000): \$5,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22ND day of September, 2011.

Attest:

Craig Johnson
Craig Johnson, President
FCCI Insurance Company



Thomas A. Koval Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 15th day of December, 2011.

Thomas A. Koval, Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary

See attached

BID BOND

Bond No.

CONTRACTOR:

Name A1 Property Services Group, Inc.
Legal status Corporation
Address 890 SW 69th Ave
Miami, FL 33144

SURETY: FIC1 Insurance Company
Name
Legal status
Principal place of business

OWNER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: \$ 5% of bid

PROJECT:

Development Services Building Roof Replacement 401 NW 70 Terrace, Plantation, FL 33317, ITB 038-16,
City project # 17-02

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the Owner shall accept the Bid of the Contractor and the Contractor shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the Owner, and furnish insurance coverages to Owner as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the Owner immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the Owner may accept the Bid of the Contractor and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Contractor's allegation that its entering into the contract was prevented or frustrated by the Owner, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 20, , 20 16 .

A1 Property Services Group, Inc.
(Name of Contractor)

By: _____
(As Attorney in Fact)

FIC1 Insurance Company
(Name of Surety)

[156]09001-14001

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director



CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

ADDENDUM No. 1

ITB No. 038-16

Development Services Building Roof Replacement

City of Plantation

DATE OF ADDENDUM: December 14, 2016

TO ALL PROSPECTIVE BIDDERS:

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for ITB No. 038-16.

1. The City has identified existing wood fascia that will require replacement. Bid proposal form has been revised to include a line item for removal and replacement of fascia. Fascia replacement shall match existing conditions. Revised bid proposal form is attached.
2. Contractor will be able to access the east side of the building on Saturday only. During normal business hours, the Contractor shall access the building from the west parking lot.
3. Contractor shall be responsible to remove and dispose of rain gutters. City will replace gutters separately.
4. When can we have access to the plans for the roof replacement? Are you guys going to send it over email or do we have to pick it up at the City Hall?

Response: The Development Services Building plans are attached.

5. Can you tell me if the city has an estimated budget and if so what it is for this project?

Response: Roof replacement was approved in the FY2017 budget for the amount of \$185,000.00.

Bid **shall** be stamped on or before December 20, 2016, **11:00 A.M.** by the City Clerk, City of Plantation, 400 NW 73rd Avenue, Plantation FL. 33317.

All other terms, conditions and specifications remain unchanged for ITB No. 038-16.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

COMPANY NAME: A1 Property Services Group, Inc.

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: ☐ A1 Property Services Group, Inc.

NAME: ☐ Yosvany Madruga

ADDRESS: ☐ 890 SW 69th Ave. Miami, FL. 33144

TELEPHONE NO.: ☐ (305)471-7353

FAX NO.: ☐ (305)471-3702

EMAIL ADDRESS: ☐ geo@a1propertyservices.net

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

The correct name of the Bidder is: ☐ A1 Property Services Group, Inc.

The address of the principal place of business is: ☐ 890 SW 69th Ave. Miami, FL. 33144

The business is a (Sole Proprietorship) ☐ (Partnership) ☐ (Corporation) ☒

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

- a. Date of Incorporation: ☐ September 2009
- b. State of Incorporation: ☐ Florida
- c. President's Name: ☐ Yosvany Madruga
- d. Vice President's Name: ☐
- e. Secretary's Name: ☐
- f. Treasurer's Name: ☐
- g. Name and address of Resident Agent: ☐

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

- a. Date of organization: ☐
- b. Name, address and ownership units of all partners:
☐
- c. State whether general or limited partnership: ☐

4. If Bidder is other than an individual, corporation or partnership, describe the organization and

give the name and address of principals:
[]

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

6. How many years has your organization been in business under its present business name: [7]

- a. Under what other former names has your organization operated?
[]

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.
[] CCC 1328326, CGC 1523132, CMC 1250477

8. Have you personally inspected the site(s) of the proposed work? (Y) [X] (N) []

9. Do you have a complete set of documents, including agenda? (Y) [X] (N) []

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
[] No

11. Within the five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.
[] No

12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).
[] Emily McCord Aceti - Town of Southwest Ranches (954)343-7453
Jorge Perez - Miami-Dade County (305)375-1153
Vanessa Rodriguez - Hialeah Housing Authority (305)888-9744

13. List the performance experience of the key individuals of your organization (continue on insert sheet, if necessary). See Attached
[]

14. State of name of Surety Company, which will be providing the bonds if any bonds are required by the Instructions to Bidder, and name, and address of agent:
[] Frank H. Furmann, Inc. 1314 Atlantic Blvd Pompano Beach, FL. 33060
Roberto Menendez - Agent

15. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.

- [] 1. American Force Wheels 1526 W.76th Street Hialeah, FL. 300 sq TPO, Nury's Rodriguez (786)345-6301
2. Town of SWR 13400 Griffin Road 180 SQ Standing Seam, Emily McCord (954)343-7445
3. Monroe County - Pigeon Key Gang Quarters, Specialty Tile historically accurate, Johnny Young PM

Broward County Wastewater Treatment Admin Facility \$970k
Fisher Island Building 2400 \$1m Evan Spivack
Hialeah Housing Authority \$90k Vanessa Rodriguez
City of Key West MLK Pool \$177k

16. Provide a list of work currently under contract.

[]

17. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

[]

18. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

[]

19. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

[]

20. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

[]

21. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

2 Dumptrucks, 5 box trucks, crane, kettles, dumpsters, etc.

[]

22. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

[]

23. Please attach a copy of your latest financial statement.

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



Signature

State of Florida

County of Miami Dade

The foregoing instrument was acknowledged before me this 20 day of December, 2014 by Yovany Madriga, who (is personally known) to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal,


NOTARY PUBLIC

Sasha Ortega
(NAME of Notary Public: Print,
Stamp or Type as Commissioned)



[97]9001-14001

COMPLIANCE UNDER SECTION 119.0701
FLORIDA STATUTES, ON PUBLIC RECORDS

TO BE RETURNED WITH BID

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 954-797-2237, sslattery@plantation.org, 400 NW 73rd Avenue Plantation, FL 33317

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

Contractor: A1 Property Services Group, Inc.

By (sign): [Signature]

Print Name: Yosvany Madriga

STATE OF
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Yosvany Madriga, (known to be the persons described in) or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of December, 2016.

Notary Public, State of Florida

Sign: [Signature]

Print: Sasha Ortega

My Commission Expires: July 14, 2020

[29]9001-14001



STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

TO BE RETURNED WITH BID

Preference must be given to CONTRACTORS submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature

Yosvany Madruga

Printed Name

A1 Property Services Group, Inc.

Company Name

12/19/2016

Date

[27]9001-14001

CITY OF PLANTATION

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH PROPOSAL

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for [ITB 038-16 Development Services Building Roof Replacement, City Project 17-02].
2. This sworn statement is submitted by [A1 Property Services Group, Inc] (entity submitting sworn statement), whose business address is [890 SW 69th Ave Miami, FL. 33144] and its Federal Employer Identification Number (FEIN) is [20-8899101]. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: []).
3. My name is [Yosvany Madruga] (please print name of individual signing), and my relationship to the entity named above is [President].
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public

entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

☐ ]
(Signature)

☐ 12/19/2016
(Date)

STATE OF FLORIDA

COUNTY OF BROWARD COUNTY

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Yosvany Madrigal who, after first being sworn by me, affixed his/her signature in the space provided above on this 20th day of December, 2016.


(Notary Public)

My Commission Expires: July 14, 2020

(seal)

[71]9001-14001



NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the Bidder certifies that this bid is made independently and free from collusion.

Bidder shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the Bidder's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Bidder, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the Bidder does not indicate any names, the City shall interpret this to mean that the Bidder has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

Witnesses:


Matthew O'Brien

Typed name:

Timothy Ryan

Typed name:

Bidder

By:


Name: Yosvany Madruga

Title: President

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared YOSVANY MADRUGA, (known to be the persons described in) or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of December, 2014.

Notary Public, State of Florida

Sign: Sasha Ortega

Print: Sasha Ortega

My Commission Expires: JULY 14, 2020



RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A CORPORATION

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this 20th day of December, 2016.

(CORPORATE SEAL)

ATTEST

By _____
Secretary

A1 Property Services Group, Inc.

Printed Name of Corporation

Florida

Printed State of Incorporation

By:

[Signature]
Signature of President or other authorized officer
Yosvany Madruga

Printed Name of President or other authorized officer
890 SW 69th Avenue

Address of Corporation
Miami, FL 33144

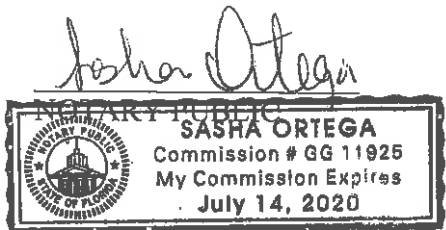
City/State/Zip
(305) 471-7353

Business Phone Number

State of Florida
County of Miami Dade

The foregoing instrument was acknowledged before me this 20 day of December, 2016, by Yosvany Madruga (Name), CEO (Title) of A1 Property Services Group Inc (Name of Company) on behalf of the corporation, (who is personally known to me) or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.



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

SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed construction site located at 401 NW 70 Terrace, Plantation, FL 33317 and hereby have accepted the existing site conditions.

Yosvany Madruga
Authorized Representative

A1 Property Services Group, Inc.
Company

12/19/2016
Date

Failure to attest to the above may be grounds for rejection of proposal.

[50]9001-14001

TO BE RETURNED WITH BID

Cooperation with the Broward County Office of Inspector General

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:

Name: Matthew O'Brien

Name: Timothy Ryan

By: Yosvany Madrug

Name: Yosvany Madrug

Title: President

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Yolany Madrugá, (known to be the persons described in) or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of December, 2016.

Notary Public, State of Florida

Sign: Sasha Ortega

Print: Sasha Ortega

My Commission Expires: July 14, 2020



[64]9001-14001

Local Business Certification Form

The undersigned affirms as true, under penalties of perjury, as follows:

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of City of Plantation Ordinance Number 2437, § 1 which codified Section 2-227 of the City Code.

Pursuant to Section 255.0991, 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 this competitive solicitation, Section 2-227 of the City Code shall not apply.

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such business is a Local Business as defined by the Code.

The undersigned claims qualification in the event that the Local Business Preference applies to this procurement and the business is determined to be a Qualified Local Business as defined by the Code.

Dated: 12/19/2016

Signed: _____

Printed Name of Signor: Yosvany Madruga

Title of Signor: President

Name of Firm: A1 Property Services Group, Inc.

Sec. 2-227. - Local business preference.

(a)

Definitions. For purposes of this section, the following terms shall have the respective meanings as set forth in this subsection:

Business location means a permanent office or other use of property in which a vendor operates, conducts, engages in or carries on all or a portion of its business, provided that the mere use of a post office box shall not be sufficient to constitute a business location under this provision.

Local business means a vendor or contractor who has paid its local business tax to the City of Plantation at least six (6) months prior to bid or proposal opening date; does business in the city community by providing goods, services, or construction; and maintains a physical business address located within the jurisdictional limits of the city in an area zoned for the conduct of such business from which the vendor or contractor operates or performs business on a day-to-day basis. Post office boxes shall not be used for the purpose of establishing said physical address.

Qualified local business means a local business that satisfies the requirements under the bid or proposal guidelines to perform the services or goods requested.

Vendor means a sole proprietorship, partnership, corporation, limited partnership or limited liability corporation or other recognized business entity that offers to contract with the city for either goods or services.

(b)

Procedure; notice of option to match lowest response. The city shall give a preference to a qualified local business that responds to competitive procurement in the following manner:

(1)

If a qualified local business submits a response to one (1) of the city's competitive procurement processes set forth in section 2-220(b) (requests for sealed proposals) (but only where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will be available), (d) (requests for competitive proposals), 2-220(e) (sealed bids in response to an invitation to bid), and 2-220(f) (design build projects which are procured using a competitive proposal process), or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in section 2-226(b) and as may be increased or decreased by authorized adjustments, and the original response of the qualified local business is within five (5) percent of the low response, then the city shall give the qualified local business the opportunity to meet the price of the low response. The order of preference by which the qualified local business shall be given the opportunity to match the low response shall be from the lowest to the highest response, as long as the initial response was within five (5) percent of the low response.

(2)

The city shall give the qualified local business written notice of the opportunity to match the price of the low response within five (5) business days of determining the low response. There shall only be one (1) valid notice of an opportunity to match the price of the low response outstanding at any one (1) point in time. Notice shall be deemed received by the qualified local business by mailing or otherwise transmitting the notice to the address, email, facsimile or otherwise that was supplied by the qualified local business at the time of responding.

(3)

The qualified local business to whom a written notice has been mailed or otherwise transmitted must respond to the city in writing. If the qualified local business fails to file a response to the notice with the city within two (2) days of the posting or transmission of the notification of the

option to match the low response, then the failure to respond shall be deemed to be a denial of the opportunity to match the low response. Should the qualified local business choose to meet the price of the low response, then the city shall award the contract to the qualified local business. If no qualified local business accepts the option to match the low response, then the contract shall be offered to the lowest responder.

(c)

Disclosure. The requirements of the city's local policy shall be disclosed in all the city's competitive procurement processes to which this preference applies or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in section 2-226(b) and as may be increased or decreased by authorized adjustments.

(d)

Exceptions. The procurement preference set forth in this section shall not apply to any of the following purchases or contracts:

(1)

Goods or services provided under a cooperative purchasing agreement or interlocal agreement;

(2)

Purchases or contracts which are funded, in whole or in part, by a governmental entity where the laws, regulations, or policies governing such funding prohibit or prevent the application of the preference;

(3)

Purchases made or contracts let under emergency or noncompetitive situations;

(4)

Purchases with an estimated cost of less than the amount stipulated for informal bids, as referenced and indexed in section 2-226(b) (which is currently three thousand five hundred sixty-nine dollars (\$3,569.00)) and as may be increased or decreased by authorized adjustments;

(5)

Purchases or contracts procured utilizing procurement processes set forth in section 2-220(b) (requests for sealed proposals) (except where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will apply) (c), (requests for qualifications), and (g) (design build projects and professional services contracts which are competitively procured using a qualifications based procurement process); and,

(6)

Notwithstanding the above, any purchase using any of the available procurement processes in this Code wherein the procurement documents expressly indicate that the local business preference set forth in this section shall not be available.

(e)

The application of local preference to a particular purchase, contract, or category of contracts for which the city council is the awarding authority may be waived upon written justification and recommendation by the mayor and approval of the city council.

(f)

The preference established in this section does not prohibit the right of the city council or the mayor to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.

(g)

The response preference established in this section does not prohibit the city council, or mayor, from giving any other preference permitted by law in addition to the preference authorized in this section.

(Ord. No. 2437, § 1, 2-10-2010)

[96]9001-14001

Exhibit A
To Qualification Statement

LITIGATION HISTORY FORM

[ITB 038-16]

N/A

NAME OF RESPONDENT:

Party:	Respondent is <u>Plaintiff</u> : Yes [] No [] Defendant: Yes [] No []
Case Name:	
Case Number:	
Date Filed:	
Name of Court or other Tribunal	
Type of Case:	Civil [] Administrative/Regulatory [] Criminal [] Bankruptcy []
Claim or Cause of Action and Brief Description of each Count:	
Brief description of the Subject Matter and Project Involved:	
Disposition of Case:	Pending [] Settled [] Dismissed []
(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Judgment Respondent's Favor [] Judgment Against Respondent [] If Judgment Against, is Judgment Satisfied? Yes [] No []
Opposing Counsel:	Name: Email: Phone Number:



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

MADRUGA, YOSVANY F
A-1 PROPERTY SERVICES GROUP INC.
841 SW 69TH AVENUE
MIAMI FL 33144

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1523132

ISSUED: 09/14/2016

CERTIFIED GENERAL CONTRACTOR
MADRUGA, YOSVANY F
A-1 PROPERTY SERVICES GROUP INC.

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date - AUG 31, 2018
L1603140001796

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC1523132

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

MADRUGA, YOSVANY F
A-1 PROPERTY SERVICES GROUP INC.
890 SW 69TH AVENUE
MIAMI FL 33144



ISSUED: 09/14/2016

DISPLAY AS REQUIRED BY LAW

SFN # 11600140001796



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

MADRUGA, YOSVANY F
A-1 PROPERTY SERVICES GROUP INC
841 SW 69TH AVENUE
MIAMI FL 33144

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CCC1328326 ISSUED: 09/14/2016

CERTIFIED ROOFING CONTRACTOR
MADRUGA, YOSVANY F
A-1 PROPERTY SERVICES GROUP INC

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2018 L1609140001739

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

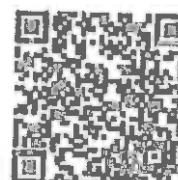
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CCC1328326

The ROOFING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

MADRUGA, YOSVANY F
A-1 PROPERTY SERVICES GROUP INC
841 SW 69TH AVENUE
MIAMI FL 33144



ISSUED: 09/14/2016

DISPLAY AS REQUIRED BY LAW

SFO # 11809140001739



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

MADRUGA, YOSVANY F
A-1 MECHANICAL SERVICES, INC
841 SW 69TH AVENUE
MIAMI FL 33144

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CMC1250477 ISSUED: 09/13/2016

CERTIFIED MECHANICAL CONTRACTOR
MADRUGA, YOSVANY F
A-1 MECHANICAL SERVICES, INC

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date - AUG 31, 2018 L1609130003503

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

License Number	CMC1250477
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The MECHANICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

MADRUGA, YOSVANY F
A-1 MECHANICAL SERVICES, INC
841 SW 69TH AVENUE
MIAMI FL 33144



ISSUED: 09/13/2016

DISPLAY AS REQUIRED BY LAW

SEQ # 11609130003503

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Victory Mortgage	
2 Business name/disregarded entity name, if different from above A1 Property Service	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) 540 SW 84 AVE	Requester's name and address (optional)
6 City, state, and ZIP code Miami, FL 33144	
7 Ust account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	

or

Employer identification number								
20	-	88	99	10	1			

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 11/14/2014
-----------	---	-----------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), or provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

7:15 AM

12/20/16

Cash Basis

A-1 Property Services Group Inc.

Profit & Loss

January through September 2016

	Jan - Sep 16	% of Income
Ordinary Income/Expense		
Income	4,877,323.74	100.0%
Cost of Goods Sold	4,225,463.75	86.6%
Gross Profit	651,859.99	13.4%
Expense	375,770.22	7.7%
Net Ordinary Income	276,089.77	5.7%
Other Income/Expense	12,581.91	0.3%
Net Income	288,671.68	5.9%

9:13 AM

12/20/16

Cash Basis

A-1 Property Services Group Inc.

Balance Sheet

As of September 30, 2016

	Sep 30, 16
ASSETS	
Current Assets	450,863.38
Fixed Assets	485,866.28
Other Assets	53,345.22
TOTAL ASSETS	990,074.88
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	277,186.30
Long Term Liabilities	433,708.84
Total Liabilities	710,895.14
Equity	
3005 · Capital Stock	300.00
3010 · Shareholder Distributions	-114,464.11
3900 · Retained Earnings	104,672.17
Net Income	288,671.68
Total Equity	279,179.74
TOTAL LIABILITIES & EQUITY	990,074.88

A-1 Property Services Inc.

890 SW 69th Ave Miami, FL 33144
O: (305) 471-7353 Ext 303 F: (305) 471-3702
www.a1roofingcontractors.com



1.7 Key Individual Construction Experience

Yosvany Madruga – President 10%-time commitment
GGC # 1523132, CCC # 1328326, CMC # 1250477

Mr. Madruga is the company President and Senior Commercial Project Coordinator. He has ten years' experience as a commercial roofer and has completed multiple public projects in the \$500,000.00 to \$1m range. He will oversee the schedule, manpower requirements and budget for each project. Mr. Madruga can be expected to make weekly site visits and will act in a supporting role to the core project staff. Mr. Madruga is available at all times if needed.

Edward Murton – Senior Project Manager 20%-time commitment

Mr. Murton obtained a B.S. in Construction Management from University of Florida in 1992. Since then he has overseen the completion of several roofing JOC for clients that include the University of South Carolina, the Department of the Navy as well as the Army Corp of Engineers. He has been responsible for dozens of reroof projects in the \$500,000.00 - \$1m range. Mr. Murton will be responsible for the day to day oversight of the budget and will manage estimating department members responsible for the project.

Kelly O'Brien – Project Manager / Estimator 30% - time commitment

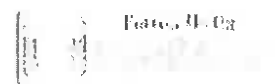
Mr. O'Brien has 20 + years' experience in commercial construction management. He has managed JOC at Miami-Dade Community College as a Superintendent and Zoo Miami as a Project Manager. Mr. O'Brien will be responsible for the estimating and payment processing for the project. He will attend job site meetings on behalf of the company and will be responsible for "handing off" the projects to the field personnel responsible for their implementation.

Timothy Ryan – Commercial Project Superintendent 50%- time commitment

Mr. Ryan has 15 years' experience in the commercial roofing industry. He will oversee day to day material needs, site logistics, production and manpower requirements. Along with Mr. O'Brien, Mr. Ryan will be the "go to" person for the client.

Sasha Ortega – Office Manager

Ms. Ortega will be responsible for day to day communication with the rest of the team. She will be the single point of contact for the client. She will process permitting and close out documents as well as assist with shop drawings and submittal packages.



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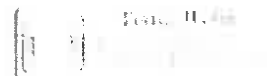
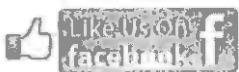


Office – Project Engineer

A Project Engineer will be hired to support the estimating staff with pre-construction and the Project Manager with close out procedures as work load requires.

Field Personnel –

A1 Property Services currently employs 28 full time field personnel. A full crew will be assembled and dedicated to the project. We currently have three, 3-man service crews. If more of either reroof or service crews are required to meet work load they will be added.



REVISED BID FORM
CITY OF PLANTATION

Bid of Bidder Atlas Apex Roofing, LLC
281 NE 32nd Street
Address Fort Lauderdale, FL 33334

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

PROJECT NAME: Development Services Building Roof Placement, City Project 17-02
ITB No. 038-16

City of Plantation

TO: City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

The Undersigned Bidder proposes and agrees if this bid is accepted, to enter an agreement with the OWNER to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This bid will remain open for thirty days after the day of Bid Opening. Bidder will sign the agreement and submit the contract security and other documents required by the Contract Documents within 15 days after the date of Owner's Notice to Award.

In submitting this bid, Bidder represents as more fully set forth in the Agreement, that:

- A. Bidder has examined copies of all the Contract Documents and of the following Addenda:
(if any addenda have been issued)

DATE:	ADDENDA NUMBER:
<u>December 14, 2016</u>	<u>1</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instruction to Bidder.

- B. Bidder has examined the site and locality where the work is to be performed, the legal requirements Federal, State and Local Laws, Ordinances, Rules and Regulations) and the

conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

- C. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
- D. BIDDER shall complete the Work for the following price. It is the OWNER'S intent to award a contract based upon the total base bid or alternate bid amount.

BASE BID:

- 1a. Remove existing roofing system and replace with Entegra Roof Tile – Plantation profile – Cedar Tan, Black & Brown Antique, Sealed, Slate Like, product id F-CDTN-CD-Y-SL-15 or approved equal with 30/90 hot mop underlayment system. \$ 189,000.00
- 1b. Remove and replace damaged plywood decking.
Estimated quantity 640 SF x unit cost \$ 3.00 \$ 1,920.00
- 1c. Remove and replace fascia
Estimated quantity 50 LF x unit cost \$ 8.00 \$ 400.00
- 1d. Project Contingency \$ 2,500.00
- TOTAL BASE BID** (items 1a, 1b, 1c, and 1d.) \$ 193,820.00

Written: One Hundred Ninety Three Thousand Eight Hundred Twenty Dollars

ALTERNATE BID:

- 2a. Remove existing roofing system and replace with Entegra Roof Tile – Plantation profile – Cedar Tan, Black & Brown Antique, Sealed, Slate Like, product id F-CDTN-CD-Y-SL-15 or approved equal with Tag & Stick underlayment system as manufactured by Entegra or approved equal. \$ 179,000.00
- 2b. Remove/replace damaged plywood decking.
Estimated quantity 640 SF x unit cost \$ \$ 1,920.00
- 2c. Remove and replace fascia
Estimated quantity 50 LF x unit cost \$ \$ 400.00
- 2c. Project Contingency \$ 2,500.00
- TOTAL ALTERNATE BID** (items 2a, 2b, 2c, and 2d.) \$ 183,820.00

Written: One Hundred Eighty Three Thousand Eight Hundred Twenty Dollars

Bidder agrees that the Work will be completed within the time identified in the Agreement after the date when the Contract time commences to run as provided in Paragraph 2.3 of the General Conditions (Notice to Proceed).

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

Communications concerning this Bid shall be addressed to the address of Respondent indicated below.

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

The undersigned also agrees as follows:

First: to do any extra work not covered by the foregoing Schedule of Price which may be ordered by the OWNER, and to accept as full compensation therefore, such prices may be agreed upon in writing by the OWNER and the BIDDER pursuant to the applicable provisions of the General Conditions.

Second: Within fifteen days from the "Notice of Award", of this bid, to execute the Contract and to furnish to the OWNER a satisfactory Performance Bond in the approved City form, guaranteeing the faithful performance of the Work and payment of bills, the BIDDER to pay for said bond.

Third: To begin work on the date specified in the "Notice to Proceed". Accompanying this bid is a certified check, cashier's check or Bid Bond for 5% of Bid payable to the City of Plantation which is to be forfeited if, in the event that this Bid is accepted, the undersigned shall fail to execute the contract and furnish satisfactory Contract Security under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or Bid Bond is to be returned as provided herein.

SUBMITTED ON: December 20, 2016

SIGNATURE OF BIDDER: 

TITLE (if any): Henry Gembala - Vice President

ADDRESS: 281 NE 32nd Street
Fort Lauderdale, FL 33334

Incorporated under the laws of the State of Florida.

[46]9001-14001



CITY OF PLANTATION

Invitation to Bid

COVER SHEET

Project Title: ITB 038-16 DEVELOPMENT SERVICES BUILDING ROOF REPLACEMENT

Mandatory Pre-Bid and Site Meeting Yes [X] No []

If yes, Date: Thursday, December 8, 2016 Time: 9:00 AM

Location: City Hall 400 NW 73 Avenue, Plantation, FL 33317 – Council Chambers

Bid Bond Required Yes [X] No []

Performance Bond Required Yes [X] No []

Liquidated Damages Yes [X] No []

Department: Finance

Contact person (contract issues): Charles Spencer

Address: 400 NW 73 Avenue, Plantation, FL 33317

Telephone: 954 [797-2647]

Department: Procurement

Contact Person (technical issues): Charles Spencer

Address: 400 NW 73 Avenue, Plantation, FL 33317

Telephone: 954 [797-2647]

Today's date: November 8, 2016

Opening date: December 20, 2016

Opening time: 11:00 AM

BID BOND

Bond No.

CONTRACTOR:

Name Atlas Apex Roofing, LLC
Legal status 281 NE 32nd Street
Address Fort Lauderdale, FL 33334

SURETY:

Name Philadelphia Indemnity Insurance Company
Legal status One Bala Plaze, Suite 100
Principal place of business Bala Cynwyd PA 19004-1403

OWNER:

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: \$ Five Percent of the Amount Bid (5%)**PROJECT:**

Development Services Building Roof Replacement 401 NW 70 Terrace, Plantation, FL 33317, ITB 038-16,
City project # 17-02

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the Owner shall accept the Bid of the Contractor and the Contractor shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the Owner, and furnish insurance coverages to Owner as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the Owner immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the Owner may accept the Bid of the Contractor and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Contractor's allegation that its entering into the contract was prevented or frustrated by the Owner, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 20 , 20 16 .

Atlas Apex Roofing, LLC

(Name of Contractor)

By:

(As Attorney in Fact)

Philadelphia Indemnity Insurance Company

(Name of Surety) Kevin R. Wojtowicz, Attorney-in-Fact

[156]09001-14001

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Kevin R. Wojtowicz and Laura D. Mosholder of Nielson, Wojtowicz, Neu & Associates** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

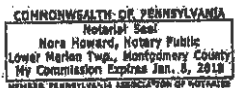
IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of December, 2016



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

TO BE RETURNED WITH BID

Preference must be given to CONTRACTORS submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.


Signature

Henry Gembala V.P.

Printed Name

Atlas Apex Roofing, LLC
Company Name

12/19/16
Date

[27]9001-14001

COMPLIANCE UNDER SECTION 119.0701
FLORIDA STATUTES, ON PUBLIC RECORDS

TO BE RETURNED WITH BID

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 954-797-2237, sslattery@plantation.org, 400 NW 73rd Avenue Plantation, FL 33317

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

Contractor: Atlas Apex Roofing, LLC

By (sign): [Signature]

Print Name: Henry Gembala - V.P.

STATE OF Florida)
COUNTY OF Broward)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Henry Gembala - V.P., known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 19 day of December, 2016.

Notary Public, State of Florida

Sign: [Signature]

Print: _____

My Commission Expires: _____



[29]9001-14001

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: ☐ Atlas Apex Roofing, LLC

NAME: ☐ Henry Gembala - Vice President

ADDRESS: ☐ 281 NE 32nd Street, Fort Lauderdale, FL 33334

TELEPHONE NO.: ☐ 954-565-1567

FAX NO.: ☐ 954-565-1568

EMAIL ADDRESS: ☐ estimating1@atlasapexusa.com

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

The correct name of the Bidder is: ☐ Atlas Apex Roofing, LLC

The address of the principal place of business is: ☐ 281 NE 32nd Street, Fort Lauderdale, FL 33334

The business is a (Sole Proprietorship) ☐ (Partnership) ☐ (Corporation) ☒

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

- a. Date of Incorporation: ☐ 05/2012
- b. State of Incorporation: ☐ Florida
- c. President's Name: ☐ David Gembala
- d. Vice President's Name: ☐ Henry Gembala
- e. Secretary's Name: ☐
- f. Treasurer's Name: ☐ David Gembala
- g. Name and address of Resident Agent: ☐

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

- a. Date of organization: ☐
- b. Name, address and ownership units of all partners:
☐
- c. State whether general or limited partnership: ☐

4. If Bidder is other than an individual, corporation or partnership, describe the organization and

give the name and address of principals:

[]

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name: [] 4 Years
- a. Under what other former names has your organization operated?
[] Weiss & Woolrich Southern Enterprises, Inc.
7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.
State Certified Roofing Contractor
[] CCC1329972
8. Have you personally inspected the site(s) of the proposed work? (Y) [X] (N) []
9. Do you have a complete set of documents, including agenda? (Y) [X] (N) []
10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
No, we have never failed to complete any work.
[]
11. Within the five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.
No we have not yet failed to complete a contract.
[]
12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).
[] **See Attached**
13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary). **See Attached**
[]
14. State of name of Surety Company, which will be providing the bonds if any bonds are required by the Instructions to Bidder, and name, and address of agent: Philadelphia Indemnity Insurance Company
NHC - Nielson, Wojtowicz, Neu & Associates - Jennifer Stephens
[] 1000 Central Ave, Suite 200 727-209-1803
St. Petersburg, FL 33705
15. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.
[] **See Attached**

16. Provide a list of work currently under contract.
[] ****See Attached****
17. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]
[] No disputes, claims, mediations or litigation
18. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.
[] No disputes, claims, mediations or litigation
19. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.
[] No proceedings.
20. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)
[] No
21. Provide a list of equipment available to be committed to perform the work contemplated under this contract. Dump truck, various roofing equipment and lull.
[]
22. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.
[] N/A
23. Please attach a copy of your latest financial statement.

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

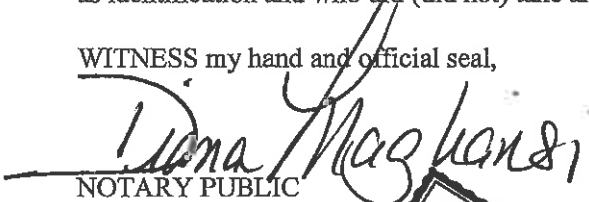

Signature

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 19 day of December, 2016 by Henry Gembala - V.P. who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal,


NOTARY PUBLIC

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



[97]9001-14001



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

GEMBALA, DAVID HENRY
ATLAS APEX ROOFING, LLC
281 N.E. 32ND STREET
FORT LAUDERDALE FL 33334

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1329972

ISSUED: 07/01/2014

CERTIFIED ROOFING CONTRACTOR
GEMBALA, DAVID HENRY
ATLAS APEX ROOFING, LLC

IS CERTIFIED under the provisions of Ch.489, FS.
Expiration date: AUG 31, 2016 L1407010001144

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC1329972

The ROOFING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

GEMBALA, DAVID HENRY
ATLAS APEX ROOFING, LLC
281 N.E. 32ND STREET
FORT LAUDERDALE FL 33334



ISSUED: 07/01/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407010001144



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2016

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

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

PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061		CONTACT NAME: Sandi Harrison PHONE (A/C, No. Ext.): (954) 943-5050 FAX (A/C, No.): (954) 943-5417 E-MAIL ADDRESS: sandi@furmaninsurance.com	
INSURED Atlas Apex Roofing LLC 281 NE 32 St Ft Lauderdale FL 33334		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A National Fire Ins Of Hartford	20478
		INSURER B Transportation Ins Co	20494
		INSURER C Valley Forge Ins	20508
		INSURER D Continental Casualty Co	20443
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER March 16 -w/o forms

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			6020176844	3/18/2016	3/18/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Contractual Included						MED EXP (Any one person) \$ excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
OTHER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			6020180618	3/18/2016	3/18/2017	Employee Benefits \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		Umbrella is following form of all primary policies	3/18/2016	3/18/2017	Medical payments \$ 2,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC620189478	10/1/2015	10/1/2016	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
D	Blanket Installation Fltr			5095124320	3/18/2016	3/18/2017	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Limit per project \$1,000,000
							each occurrence \$2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

"For Bidding Purposes Only"

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/CS

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NIELSON, WOJTOWICZ, NEU & ASSOCIATES

A NIELSON HOOVER GROUP COMPANY

December 23, 2015

RE: Atlas Apex Roofing, LLC

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Atlas Apex Roofing, LLC. Their surety is Philadelphia Insurance Company, which carries an AM Best Rating of A++ XV and is listed in the Department of the Treasury's Federal Register. The home office address is One Bala Plaza Suite 100, Bala Cynwyd, PA 19004-1403.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds in the amount of \$2,500,000 for a single project and \$8,000,000 aggregately. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds, and we cannot assume liability to any third party, including you, if we do not execute said bonds

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Brett Rosenhaus
Producer
BR/jms

ST. PETERSBURG

1000 Central Avenue, Suite 200, St. Petersburg, FL 33705

P: 727.209.1803 F: 727.209.1335

ASHEVILLE

66 Elizabeth Place, Asheville, NC 28801

P: 828.505.7431

www.nielsonbonds.com

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Completed Projects

Project Name & Location	Name of Owner, GC or Architect	Contact Name and Phone	Original Contract Price	Final Contract Price	Was a Bond provided?	% Complete	Date Completed
Brevard County Detention Center Coco Beach, FL	A/R/C Associates, Inc.	Troy Giebert troyg@arc-arc.com 407.896.7875	\$457,000.00 -	\$456,360.00	Y	100	08/13
St. Augustine High School St. Augustine, FL	A/R/C Associates, Inc.	Richard Awsumb rawsumb@arc-arc.com 407.896.7875	\$592,000.00	\$592,000.00	N	100	08/13
Cypress Trails Elementary Royal Palm Beach, FL	Jay Ammon Architects	Jay Ammon jay@jayammon.com 407.333.1977	\$746,000.00	\$746,000.00	N	100	10/13
Orange County Convention Center: West Bldg. Hall "E" Orlando, FL	Orange County Convention Center	Tim Groth Tim.Groth@occc.net 407.685.5705	\$1,232,000.00	\$1,257,832.43	Y	100	03/14
City Island Courthouse Roof Daytona Beach, FL	A/R/C Associates, Inc.	Jim Ripley jimr@arc-arc.com 407.896.7875	\$702,900.00	\$648,416.18	Y	100	06/14
Geneva Elementary School Geneva, FL	Jay Ammon Architects	Jay Ammon jay@jayammon.com 407.333.1977	\$1,362,000.00	\$933,245.90	Y	100	11/14
Cooper City High School Cooper City, FL	Skanska USA Building, Inc.	Quoc Truong Quoc.Truong@skanska.com 954.920.5167	\$1,295,000.00	\$1,729,741.75	Y	100	01/15
Broward County North Regional Courthouse Deerfield Beach, FL	A/R/C Associates, Inc.	Richard Awsumb rawsumb@arc-arc.com 407.896.7875	\$2,562,000.00	\$2,580,829.16	Y	100	04/15
Rosenwald Elementary Modernization PH2 South Bay, FL	Suffolk Construction Company, Inc.	John Colombier JColombier@suffolk.com 561.832.1616	\$530,000.00	\$482,093.08	Y	100	05/15
Apopka Elementary Apopka, FL	WELBRO Building Corp.	Larry Hudson L.Hudson@welbro.com	\$446,000.00	\$355,293.32	N	100	09/15

Completed Projects

Project Name & Location	Name of Owner, GC or Architect	Contact Name & Phone	Original Contract	Final Contract	Was a Bond provided?	% Complete	Date Completed
MAST Academy HS Key Biscayne, FL	Pirtle Construction	Joe Lester jlester@pirtleconstruction.com 954.653.2360	\$332,000.00	\$242,995.86	Y	100	10/15
Margaritaville Hollywood Beach Resort Hollywood, FL	Coastal/Tishman	Dennis Jardine dennis.jardine@coastaltishman.com 786.251.3133	\$1,415,020.00	\$1,464,721.93	Y	100	10/15
Jensen Beach Elementary Jensen Beach, FL	West Construction, Inc.	Matthew West mwest@westconstruction.net 561.588.2027	\$642,000.00	\$642,000.00	N	100	11/15
Volusia Pines Elementary Lake Helen, FL	A/R/C Associates, Inc.	Jim Ripley jimr@arc-arc.com 407.896.7875	\$842,000.00	\$867,373.28	Y	100	11/15
NTC Orlando Army	Mulligan Constructors, Inc.	Dan Hughes dlewis@mulliganconstruction.com (407) 654-6523	\$167,054.00	\$167,054.00	Y	100	6/16
Miami-Dade County Courthouse Exterior Envelope & Plaza	Mark 1 Restoration Company	Bromley Kelly bkelly@mark1masonry.com (954) 675-4200	\$705,680.00	\$634,223.05	Y	100	8/16

Current Projects

[illegible]



DASZKALBOLTON
accountants & advisors

Independent Accountants' Review Report

To the Members of
Atlas Apex Roofing, LLC
Boca Raton, Florida

We have reviewed the accompanying financial statements of Atlas Apex Roofing, LLC (the "Company"), which comprise the balance sheet as of December 31, 2015, and the related statements of income and members' equity and cash flows for the year then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the consolidated financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Our review was made for the purpose of expressing a conclusion that there are no material modifications that should be made to the financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. The supplementary information included in the accompanying schedules I, II, III and IV are presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, and we did not become aware of any material modifications that should be made to such information.

Daszkal Bolton LLP

Fort Lauderdale, Florida
May 19, 2016

Atlas Apex Roofing, LLC
Statement of Income and Members' Equity
For the Year Ended December 31, 2015

Revenues earned	\$ 14,249,747
Cost of revenues earned	<u>11,451,055</u>
Gross profit	2,798,692
Operating expenses	<u>2,603,495</u>
Income from operations	195,197
Other expenses:	
Interest expense	<u>(62,212)</u>
Total other expense	<u>(62,212)</u>
Net Income	132,985
Members' equity, beginning of year	<u>2,097,460</u>
Members' equity, end of year	<u>\$ 2,230,445</u>

See accompanying notes to the financial statements and independent accountants' review report.

Atlas Apex Roofing, LLC
Notes to Financial Statements

Note 1 – Description of Organization

Atlas Apex Roofing, LLC (the "Company") was organized under the laws of the State of Florida on May 3, 2012. The Company is a Florida-based roofing contractor.

Note 2 – Summary of Significant Accounting Policies

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America ("GAAP").

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the periods. Actual results could differ from those estimates.

Cash and Cash Equivalents

For the purpose of the statements of cash flows, the Company considers all highly liquid short-term investments with original maturities of three months or less to be cash equivalents. There were no cash equivalents at December 31, 2015.

Revenue and Cost Recognition

Revenues from fixed-price and time and material contracts are recognized on the percentage-of-completion method, measured by the ratio of the total cost incurred to the available measure of progress on these contracts. Because of the inherent uncertainties in estimating costs, it is possible that the estimates used will change over the near term.

Contract costs include all direct material, direct labor, and other direct costs and those indirect costs related to contract performance, such as indirect labor, supplies and tools costs. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions and contract settlements may result in revisions to costs and income are recognized in the current period.

The asset, "costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

Contracts Receivable and Allowance for Doubtful Accounts

Contracts receivable are recorded when invoices are issued and are presented in the balance sheet net of the allowance for doubtful accounts. Contracts receivable are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Company's historical losses, the existing conditions in the construction industry, and the financial stability of its customers. As of December 31, 2015, there was no allowance for doubtful accounts.

Atlas Apex Roofing, LLC
Notes to Financial Statements

Note 4 – Cost and Estimated Earnings on Uncompleted Contracts

The following summarized information related to the uncompleted contracts at December 31, 2015:

Costs incurred on uncompleted contracts	\$ 5,564,978
Estimated earnings on uncompleted contracts	1,770,678
	<u>7,335,656</u>
Less: billings to date	(7,590,828)
	<u>\$ (255,172)</u>

These amounts are included in accompanying balance sheet under the following captions:

Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 306,242
Billings in excess of costs and estimated earnings on uncompleted contracts	(561,414)
	<u>\$ (255,172)</u>

Note 5 – Property and Equipment, net

Property and equipment consisted of the following at December 31, 2015:

	<u>Estimated Useful Life</u>	<u>2015</u>
Vehicles	5 years	\$ 458,951
Machinery & equipment	3 years	598,140
Computers & equipment	3 years	39,762
Leasehold improvements	7 years	21,659
Furniture & fixtures	3 years	<u>4,460</u>
Total Property and equipment		1,122,972
Less: accumulated depreciation		<u>(610,710)</u>
Property and equipment, net		<u>\$ 512,262</u>

Depreciation expense for the year ended December 31, 2015 was approximately \$259,000.

Atlas Apex Roofing, LLC
Notes to Financial Statements

Note 9 – Notes Payable

The following is a summary of the Company's notes payable at December 31:

	<u>2015</u>
Note payable bearing interest at 5.35% per annum, due in monthly installments of \$528, including interest, maturing on March 02, 2019.	\$ 18,768
Note payable bearing interest at 4.59% per annum, due in monthly installments of \$496, including interest, maturing on February 12, 2019.	17,446
Note payable bearing interest at 6.00% per annum, due in monthly installments of \$969, including interest, maturing on January 21, 2018.	22,733
Note payable bearing interest at 4.59% per annum, due in monthly installments of \$448, including interest, maturing on January 04, 2019.	15,691
Note payable bearing interest at 8.25% per annum, due in monthly installments of \$665, including interest, maturing on May 25, 2019.	24,038
Note payable bearing interest at 6.89% per annum, due in monthly installments of \$545, including interest, maturing on April 17, 2019.	19,739
Note payable bearing interest at 6.00% per annum, due in monthly installments of \$1,175, including interest, maturing on January 11, 2018.	28,588
Note payable bearing interest at 7.40% per annum, due in monthly installments of \$585, including interest, maturing on May 25, 2019.	21,470
Note payable bearing interest at 12.76% per annum, due in monthly installments of \$626, including interest, maturing on March 1, 2018	<u>14,627</u>
Total notes payable	183,100
Less: current portion	<u>(61,938)</u>
Notes payable, net of current portion	<u>\$ 121,162</u>

Atlas Apex Roofing, LLC
Notes to Financial Statements

Note 12 – Fair Market Value of Financial Instruments

The carrying amount reported in the balance sheet for cash, contract receivables, accounts payable, accrued expenses, line of credit, capital lease obligations and notes payable approximates their fair market value due to the immediate or short-term maturity of these financial instruments or similar interest rates for existing debt.

Note 13 – Concentration of Credit Risks

Cash

The Company places its cash with high credit quality financial institutions. Accounts are guaranteed by the Federal Deposit Insurance Corporation ("FDIC") up to \$250,000 per institution. The Company maintains its cash balances at one financial institution. At December 31, 2015 the Company did not have any cash in excess of the insured limits. The Company has not experienced any losses on these balances and the Company's management believes that the risk of future losses is minimal.

Revenue and Contracts Receivable

The Company does business with several customers. The following is a summary of the 2015 customer concentrations:

	<u>% of Contracts Receivable</u>	<u>% of Revenues</u>
Customer A	19%	5%
Customer B	15%	12%
Customer C	12%	5%
Customer D	11%	3%
Customer E	0%	12%

Note 14 – Backlog

The following schedule summarizes changes in backlog on contracts during the year ended December 31, 2015. Backlog represents the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in progress at year end and from contractual agreements on which work has not yet begun:

Backlog, beginning of year	\$ 9,589,072
Add: Change Orders	(1,937,724)
New contracts	12,189,351
Less: contract revenues earned	(14,249,747)
Backlog, end of year	<u>\$ 5,590,952</u>

Atlas Apex Roofing, LLC
Schedule I - Earnings from Contracts
For the Year Ended December 31, 2015

	Completed Contracts	Contracts in Progress	Total
Revenues earned	\$ 8,124,595	\$ 6,125,152	\$ 14,249,747
Cost of revenues earned	<u>(6,971,352)</u>	<u>(4,479,703)</u>	<u>(11,451,055)</u>
Gross profit	<u>\$ 1,153,243</u>	<u>\$ 1,645,449</u>	<u>\$ 2,798,692</u>

See independent accountants' review report.

Atlas Apex Roofing, LLC
Schedule III - Schedule of Completed Contracts
For the Year Ended December 31, 2015

JOB NAME	JOB NUMBER	CONTRACT TOTALS			CONTRACT TOTALS BEFORE			DURING THE YEAR ENDED		
		January 1, 2015			December 31, 2015					
		REVENUES EARNED	COSTS OF REVENUES	GROSS PROFIT	REVENUES EARNED	COSTS OF REVENUES	GROSS PROFIT	REVENUES EARNED	COSTS OF REVENUES	GROSS PROFIT (LOSS)
Broward County N Reg Citrhouse	1026	\$ 2,571,081	\$ 2,031,087	\$ 539,994	\$ 2,469,729	\$ 1,908,122	\$ 561,606	\$ 101,352	\$ 122,975	\$ (21,623)
Margheritaville Hollywood	1042	1,464,722	1,117,217	347,505	253,418	202,878	50,540	1,211,304	914,339	296,965
GENEVA ELEM SCHOOL	1045	933,297	663,981	269,316	902,015	669,928	232,087	31,282	(5,947)	37,229
EPICOT - Land Boat Storage	1044	868,902	770,867	98,035	635,285	507,555	127,729	233,617	263,311	(29,694)
Volusia Pine Elm Campus	1063	867,373	682,462	184,911	19,660	15,738	3,922	847,713	666,724	180,989
DMS Hurston Towers Roof Repair	1062	730,637	542,030	188,607	249,286	167,395	81,891	481,351	374,635	106,716
Jensen Beach Elem School	1099	642,000	586,395	55,605				642,000	586,395	55,605
DMS DIMICK BLDG. REROOF	1081	563,483	474,048	109,434				583,483	474,048	109,434
Magic Kingdom MO-6 Emporium	1060	427,435	355,607	71,828	62,911	51,959	10,952	364,524	303,647	60,876
PASCO COUNTY UTILITIES	1035	414,151	428,111	(13,960)	294,648	235,684	58,964	119,503	192,427	(72,924)
New Smyrna Beach	1061	371,031	473,895	(102,864)	8,737	7,172	1,566	352,294	466,724	(104,430)
APOKA ELEM SCHOOL	1076	282,708	282,708	82,686				355,293	292,708	62,586
Bahamar	1011	354,202	354,202		506,002	354,202	151,801	(151,800)		(151,800)
IPIC Theaters	1088	351,848	295,781	56,067				351,848	295,781	56,067
2015 Service T&M	SV2015	337,627	149,923	187,704				337,627	149,923	187,704
Scheer - Arlington	SCHENR2015	326,742	351,297	(24,556)				326,742	351,297	(24,556)
Adalco	1049	295,000	289,059	5,941	245,446	217,398	28,049	49,554	71,661	(22,108)
F&E US CUSTOMS & BORDER	1047	283,300	221,876	61,424	178,282	135,328	42,954	105,018	86,548	18,470
MAST ACADEMY	1055	248,081	181,082	66,999				248,081	181,082	66,999
Seminole Hard Rock Casino	1054	233,998	213,217	20,781	150,792	132,787	18,005	83,206	80,430	2,776
Jackson Heights Middle School	1098	231,679	182,284	49,395	4,488	3,682	806	231,679	182,284	49,395
USPS Miami Gardens FL	1072	216,677	178,526	38,151				212,189	174,843	37,345
Epicut Toll Plaza	1073	148,950	77,545	71,405				148,950	77,545	71,405
USPS Homestead FL Princeton	1066	118,212	84,574	33,638	2,415	1,982	434	115,797	82,592	33,204
ESPN Wide World Sports Complex	1064	113,748	126,233	(12,485)	4,759	3,907	852	108,989	122,326	(13,337)
Barry University	1097	102,000	85,852	16,348				102,000	85,852	16,348
SEMINOLE THEATRE	1082	85,170	57,180	27,990				85,170	57,180	27,990
Pompano Farmers Market-Unit 4	1086	80,411	73,393	7,018				80,411	73,393	7,018
Pompano Farmers Mkt- Unit 2B	1087	67,432	40,209	27,223				67,432	40,209	27,223
Prior Year closed jobs	2014	66,319	55,836	10,483				66,319	55,836	10,483
Arcadia NG Armory Renovations	1069	60,300	41,269	19,031				60,300	41,269	19,031
Hialeah Housing Authority	1078	49,863	14,860	35,003				49,863	14,860	35,003
Falcaro's Plaza	1091	42,498	57,654	(15,156)				42,498	57,654	(15,156)
Service T&M - OR	SV2015-OR	28,844	11,627	17,217				28,844	11,627	17,217
VA Hospital	1094	24,390		24,390				24,390		24,390
Castel Couture Facade Rehab	1104	19,140	25,373	(6,233)				19,140	25,374	(6,233)
Innovation renovation	INN001	13,903	14,183	(280)	15,463	34,183	1,280	(1,580)		(1,580)
One East Broward Blvd.	1018	4,230	4,829	(599)	6,036	4,829	1,207	(1,808)		(1,804)
		\$ 14,133,969	\$ 11,606,082	\$ 2,527,886	\$ 9,009,372	\$ 4,634,730	\$ 1,374,645	\$ 8,124,595	\$ 6,971,352	\$ 1,153,243

See independent accountants' review report.

NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the Bidder certifies that this bid is made independently and free from collusion.


Bidder shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer or director or, or has a material interest in, the Bidder's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Bidder, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

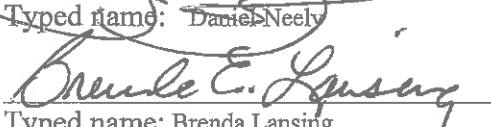
Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the Bidder does not indicate any names, the City shall interpret this to mean that the Bidder has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

Witnesses:


Typed name: Daniel Neely


Typed name: Brenda Lansing

Bidder Atlas Apex Roofing, LLC

By: 

Name: Henry Gembala

Title: Vice President

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Henry Gembala-Vice President, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 19 day of December, 2016.



Notary Public, State of Florida

Sign: Diana Magliarisi

Print: _____

My Commission Expires: _____

CITY OF PLANTATION

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH PROPOSAL

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for [ITB 038-16 Development Services Building Roof Replacement, City Project 17-02].
2. This sworn statement is submitted by [Atlas Apex Roofing, LLC] (entity submitting sworn statement), whose business address is [281 NE 32nd Street, Ft. Lauderdale, FL 33334] and its Federal Employer Identification Number (FEIN) is [45-5199346]. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: []).
3. My name is [Henry Gembla] (please print name of individual signing), and my relationship to the entity named above is [Vice President].
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public

entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

[12/19/16
(Date)

STATE OF FLORIDA

COUNTY OF BROWARD COUNTY

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Henry Gembala
Vice President, who, after
first being sworn by me, affixed his/her signature in the space provided above on this 19 day of
Dec., 2016.

(Notary Public)

My Commission Expires: _____

[71]9001-14001



City Of Plantation

This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

Umbrella/Excess Liability

If required in the contract, will be no more restricted than the underlying insurance policies. City of Plantation must also be added and endorsed as additional insured.

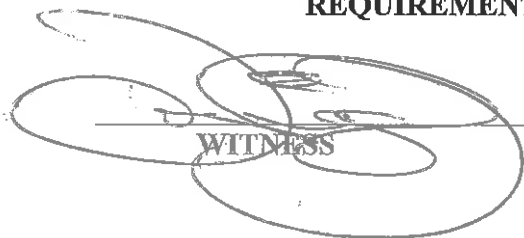
Bonds:

If a surety bond is required it shall be written equal to the value of the job, in order to guarantee the work will be done per the specifications, on a timely basis.

Right to Revise or Reject:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.
- B. The city reserves the right to require or adjust any of the insurance coverages it deems necessary depending upon the company, the project and the potential exposures.
- C. The city requires being named "Additional Insured" and endorsed on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the contractor. The city will have the right to amend such contract to conform to City Of Plantation guidelines for contract work.

**THE UNDERSIGNED CONTRACTOR HAS READ THE FOREGOING
REQUIREMENTS AND AGREES TO THE TERMS.**



WITNESS

12/19/16

DATE



CONTRACTOR Henry Gembala - V.P.

CITY OF PLANTATION

TO BE RETURNED WITH BID

Cooperation with the Broward County Office of Inspector General

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:


Name: Daniel Neely


Name: Brenda Lansing

By: Atlas Apex Roofing

Name: Henry Gembala 

Title: Vice President

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Henry Gembala - Vice President, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 19 day of December, 2016.



Notary Public, State of Florida

Sign: Diana Magliarisi

Print: _____

My Commission Expires: _____

[64]9001-14001

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A CORPORATION

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this 19
day of December, 2016.

Atlas Apex Roofing, LLC

Printed Name of Corporation

Florida

Printed State of Incorporation

By:


Signature of President or other authorized officer

Henry Gembala - Vice President

Printed Name of President or other authorized officer

281 NE 32nd Street

Address of Corporation

Fort Lauderdale, FL 33334

City/State/Zip

954-565-1567

Business Phone Number

(CORPORATE SEAL)

ATTEST

By: 

Secretary

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 19 day of December,
2016, by Henry Gembala (Name), Vice President (Title) of
Atlas Apex Roofing, LLC (Name of Company) on behalf of the
corporation, who is personally known to me or who has produced _____ as
identification and who did (did not) take an oath.

WITNESS my hand and official seal.


NOTARY PUBLIC



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

SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed construction site located at 401 NW 70 Terrace, Plantation, FL 33317 and hereby have accepted the existing site conditions.

Shawn Mallon
Authorized Representative

Atlas Apex Roofing, LLC
Company

12/19/16
Date

Failure to attest to the above may be grounds for rejection of proposal.

[50]9001-14001

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director



CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

ADDENDUM No. 1

ITB No. 038-16

Development Services Building Roof Replacement

City of Plantation

DATE OF ADDENDUM: December 14, 2016

TO ALL PROSPECTIVE BIDDERS:

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for ITB No. 038-16.

1. The City has identified existing wood fascia that will require replacement. Bid proposal form has been revised to include a line item for removal and replacement of fascia. Fascia replacement shall match existing conditions. Revised bid proposal form is attached.
2. Contractor will be able to access the east side of the building on Saturday only. During normal business hours, the Contractor shall access the building from the west parking lot.
3. Contractor shall be responsible to remove and dispose of rain gutters. City will replace gutters separately.
4. When can we have access to the plans for the roof replacement? Are you guys going to send it over email or do we have to pick it up at the City Hall?

Response: The Development Services Building plans are attached.

5. Can you tell me if the city has an estimated budget and if so what it is for this project?

Response: Roof replacement was approved in the FY2017 budget for the amount of \$185,000.00.

Bid shall be stamped on or before December 20, 2016, 11:00 A.M. by the City Clerk, City of Plantation, 400 NW 73rd Avenue, Plantation FL 33317.

All other terms, conditions and specifications remain unchanged for ITB No. 038-16.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

COMPANY NAME: Atlas Apex Roofing, LLC

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director



CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
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Ron Jacobs

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Bid shall be stamped on or before December 20, 2016, 11:00 A.M. by the City Clerk, City of Plantation, 400 NW 73rd Avenue, Plantation FL. 33317.

All other terms, conditions and specifications remain unchanged for ITB No. 038-16.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

COMPANY NAME: FullCover Roofing Systems, Inc

REVISED BID FORM
CITY OF PLANTATION

Bid of Bidder FullCover Roofing Systems, Inc

Address 12973 SW 112 St # 352 Miami FL 33186

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

PROJECT NAME: Development Services Building Roof Placement, City Project 17-02
ITB No. 038-16

City of Plantation

TO: City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

The Undersigned Bidder proposes and agrees if this bid is accepted, to enter an agreement with the OWNER to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This bid will remain open for thirty days after the day of Bid Opening. Bidder will sign the agreement and submit the contract security and other documents required by the Contract Documents within 15 days after the date of Owner's Notice to Award.

In submitting this bid, Bidder represents as more fully set forth in the Agreement, that:

- A. Bidder has examined copies of all the Contract Documents and of the following Addenda:
(if any addenda have been issued)

DATE:

ADDENDA NUMBER:

12-14-16

1

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instruction to Bidder.

- B. Bidder has examined the site and locality where the work is to be performed, the legal requirements Federal, State and Local Laws, Ordinances, Rules and Regulations) and the

conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

- C. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
- D. BIDDER shall complete the Work for the following price. It is the OWNER'S intent to award a contract based upon the total base bid or alternate bid amount.

BASE BID:

- 1a. Remove existing roofing system and replace with Entegra Roof Tile – Plantation profile – Cedar Tan, Black & Brown Antique, Sealed, Slate Like, product id F-CDTN-CD-Y-SL-15 or approved equal with 30/90 hot mop underlayment system. \$ 152,628.00
- 1b. Remove and replace damaged plywood decking.
Estimated quantity 640 SF x unit cost \$ 3.00 \$ 1,920.00
- 1c. Remove and replace fascia
Estimated quantity 50 LF x unit cost \$ 3.00 \$ 150.00
- 1d. Project Contingency \$ 2,500.00
- TOTAL BASE BID** (items 1a, 1b, 1c, and 1d.) \$ 157,198.00

Written: One Hundred fifty seven thousand one hundred ninety eight 00/100

ALTERNATE BID:

- 2a. Remove existing roofing system and replace with Entegra Roof Tile – Plantation profile – Cedar Tan, Black & Brown Antique, Sealed, Slate Like, product id F-CDTN-CD-Y-SL-15 or approved equal with Tag & Stick underlayment system as manufactured by Entegra or approved equal. \$ 142,552.00
- 2b. Remove/replace damaged plywood decking.
Estimated quantity 640 SF x unit cost \$ 3.00 \$ 1,920.00
- 2c. Remove and replace fascia
Estimated quantity 50 LF x unit cost \$ 3.00 \$ 150.00
- 2c. Project Contingency \$ 2,500.00
- TOTAL ALTERNATE BID** (items 2a, 2b, 2c, and 2d.) \$ 147,122.00

Written: One hundred forty seven one hundred twenty two 00/100

Bidder agrees that the Work will be completed within the time identified in the Agreement after the date when the Contract time commences to run as provided in Paragraph 2.3 of the General Conditions (Notice to Proceed).

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

Communications concerning this Bid shall be addressed to the address of Respondent indicated below.

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

The undersigned also agrees as follows:

First: to do any extra work not covered by the foregoing Schedule of Price which may be ordered by the OWNER, and to accept as full compensation therefore, such prices may be agreed upon in writing by the OWNER and the BIDDER pursuant to the applicable provisions of the General Conditions.

Second: Within fifteen days from the "Notice of Award", of this bid, to execute the Contract and to furnish to the OWNER a satisfactory Performance Bond in the approved City form, guaranteeing the faithful performance of the Work and payment of bills, the BIDDER to pay for said bond.

Third: To begin work on the date specified in the "Notice to Proceed". Accompanying this bid is a certified check, cashier's check or Bid Bond for 5% of Bid payable to the City of Plantation which is to be forfeited if, in the event that this Bid is accepted, the undersigned shall fail to execute the contract and furnish satisfactory Contract Security under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or Bid Bond is to be returned as provided herein.

SUBMITTED ON: December, 20th, 20 16

SIGNATURE OF BIDDER: 

TITLE (if any): President

ADDRESS: 12973 SW 112 St # 352 Miami FL 33186

Incorporated under the laws of the State of Florida.

City Of Plantation

This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

Umbrella/Excess Liability

If required in the contract, will be no more restricted than the underlying insurance policies. City of Plantation must also be added and endorsed as additional insured.

Bonds:

If a surety bond is required it shall be written equal to the value of the job, in order to guarantee the work will be done per the specifications, on a timely basis.

Right to Revise or Reject:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.
- B. The city reserves the right to require or adjust any of the insurance coverages it deems necessary depending upon the company, the project and the potential exposures.
- C. The city requires being named "**Additional Insured**" and endorsed on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the contractor. The city will have the right to amend such contract to conform to City Of Plantation guidelines for contract work.

**THE UNDERSIGNED CONTRACTOR HAS READ THE FOREGOING
REQUIREMENTS AND AGREES TO THE TERMS.**

Karin Valle,
WITNESS

Full Cover Roofing Systems, Inc
CONTRACTOR

12-15-16
DATE

CITY OF PLANTATION

Exhibit A
To Qualification Statement

LITIGATION HISTORY FORM

[ITB 038-16]

NAME OF RESPONDENT: **NA**

Party:	Respondent is <u>Plaintiff</u> : Yes [<input type="checkbox"/>] No [<input type="checkbox"/>] Defendant: Yes [<input type="checkbox"/>] No [<input type="checkbox"/>]
Case Name:	
Case Number:	
Date Filed:	
Name of Court or other Tribunal	
Type of Case:	Civil [<input type="checkbox"/>] Administrative/Regulatory [<input type="checkbox"/>] Criminal [<input type="checkbox"/>] Bankruptcy [<input type="checkbox"/>]
Claim or Cause of Action and Brief Description of each Count:	
Brief description of the Subject Matter and Project Involved:	
Disposition of Case:	Pending [<input type="checkbox"/>] Settled [<input type="checkbox"/>] Dismissed [<input type="checkbox"/>]
(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Judgment Respondent's Favor [<input type="checkbox"/>] Judgment Against Respondent [<input type="checkbox"/>] If Judgment Against, is Judgment Satisfied? Yes [<input type="checkbox"/>] No [<input type="checkbox"/>]
Opposing Counsel:	Name: Email: Phone Number:

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: ☐ FullCover Roofing Systems, Inc

NAME: ☐ Samy Elarja

ADDRESS: ☐ 12973 SW 112 St # 352 Miami Fl. 33186

TELEPHONE NO.: ☐ 305-386-5800

FAX NO.: ☐ 305-397-1113

EMAIL ADDRESS: ☐ samy@fullcover-roofing.com

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

The correct name of the Bidder is: ☐ FullCover Roofing Systems, Inc

The address of the principal place of business is: ☐ 12973 SW 112 St # 352 Miami Fl. 33186

The business is a (Sole Proprietorship) ☐ (Partnership) ☐ (Corporation) ☒

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

- a. Date of Incorporation: ☐ 01/10/2003
- b. State of Incorporation: ☐ Florida
- c. President's Name: ☐ Samy Elarja
- d. Vice President's Name: ☐ Enrique Cardenas
- e. Secretary's Name: ☐ Karin Valle
- f. Treasurer's Name: ☐ Karin Valle
- g. Name and address of Resident Agent: ☐ Karin Valle 12973 sw 112 St # 352 Miami Fl.33186

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

- a. Date of organization: ☐
- b. Name, address and ownership units of all partners:
☐
- c. State whether general or limited partnership: ☐

4. If Bidder is other than an individual, corporation or partnership, describe the organization and

give the name and address of principals:

[]

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

6. How many years has your organization been in business under its present business name: [10]

- a. Under what other former names has your organization operated?

[] Orion Dist

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

[]

8. Have you personally inspected the site(s) of the proposed work? (Y) [X] (N) []

9. Do you have a complete set of documents, including agenda? (Y) [X] (N) []

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

[] NO

11. Within the five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

[] NO

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

Corey Jones, Miami Dade Human Services 305-772-5430 701 NW 1st Court, 11th Floor Miami, Florida 33136

[] Jose Amaez, Miami Dade Housing, 786-469-4128 70 NW 1st Court, 16th Floor East (E)Miami, Florida 33136

Nury Perez, Miami Dade Transit, 786-200-4998 6601 NW 72nd Avenue Miami, FL 33166

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

Samy Elarja, president. 16 years in experience

Enrique Cardenas, VP 12 years experience

[] Pedro Vazquez, Foreman 15 years experience

Manny Alvarez, Estimator, 30 years experience

14. State of name of Surety Company, which will be providing the bonds if any bonds are required by the Instructions to Bidder, and name, and address of agent:

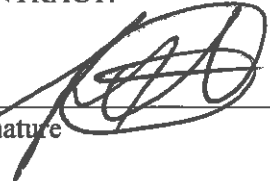
[] Crum & Forster
Alter Surety Group, Inc.

15. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.

[] See attached doc.

16. Provide a list of work currently under contract.
- [] City of Pembroke Pines "Roof Replacement of Various City Wide Buildings"
Miami Dade ISD, "Re-roof and waterproofing of Police Station # 5 "
17. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]
- NA
[]
18. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.
- NA
[]
19. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.
- NA
[]
20. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)
- NA
[]
21. Provide a list of equipment available to be committed to perform the work contemplated under this contract.
- Truck F-150 2007, Truck F-150 2006, Truck F-150 2006, Truck F-150 2005, Truck F-250 2006
[] 2 asphalt kettles ,6 compressors, Miscellaneous roofing equipment.
22. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.
- NA
[]
23. Please attach a copy of your latest financial statement.
- See attached

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

Signature 

State of Florida

County of Miami-Dade

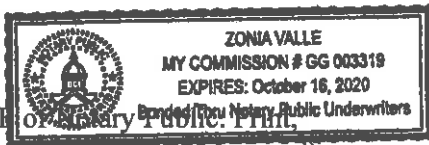
The foregoing instrument was acknowledged before me this 20 day of December 2016 by Samy Elhija, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal,



NOTARY PUBLIC

(NAME of Notary Public: Zonia Valle,
Stamp or Type as Commissioned)



[97]9001-14001

COMPLIANCE UNDER SECTION 119.0701
FLORIDA STATUTES, ON PUBLIC RECORDS

TO BE RETURNED WITH BID

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 954-797-2237, sslattery@plantation.org, 400 NW 73rd Avenue Plantation, FL 33317

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

Contractor: FullCover Roofing Systems, Inc

By (sign): [Signature]

Print Name: Samy Elarja

STATE OF Florida)
COUNTY OF Miami-Dade)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Samy Elarja, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of December, 2016.

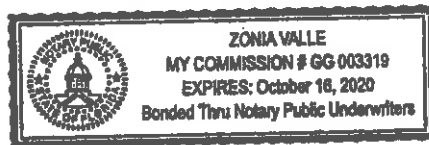
Notary Public, State of Florida

Sign: [Signature]

Print: _____

My Commission Expires: _____

[29]9001-14001



STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

TO BE RETURNED WITH BID

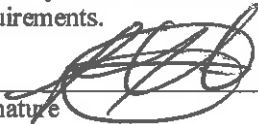
Preference must be given to CONTRACTORS submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature



Samy Elarja

Printed Name

FullCover Roofing Systems, Inc

Company Name

12-15-16

Date

[27]9001-14001

CITY OF PLANTATION

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH PROPOSAL

**THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS**

1. This sworn statement is submitted with Bid, Proposal or Contract for [ITB 038-16 Development Services Building Roof Replacement, City Project 17-02].
2. This sworn statement is submitted by [FullCover Roofing Systems, Inc] (entity submitting sworn statement), whose business address is [12973 sw 112 st # 352 Miami Fl. 33186] and its Federal Employer Identification Number (FEIN) is [05-0548952]. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: []).
3. My name is [Samy Elarja] (please print name of individual signing), and my relationship to the entity named above is [president].
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public

entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.


☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)


(Signature)


(Date)

STATE OF FLORIDA

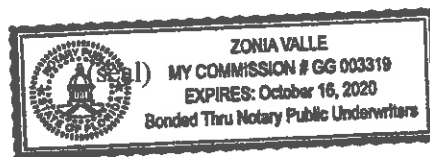
COUNTY OF BROWARD COUNTY

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Samy Elajja who, after first being sworn by me, affixed his/her signature in the space provided above on this 20 day of December 2016.


(Notary Public)

My Commission Expires: _____

[71]9001-14001



NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the Bidder certifies that this bid is made independently and free from collusion.

Bidder shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer or director or, or has a material interest in, the Bidder's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Bidder, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the Bidder does not indicate any names, the City shall interpret this to mean that the Bidder has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

Witnesses:

Karin Valle



Typed name:

Sonia Giha



Typed name:

Bidder

By:



Name: Samy Elarja

Title: President

STATE OF Florida ,
COUNTY OF Miami-Dade

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Samy Elarja -
_____, known to be the persons described in or who has produced
_____ as identification and who executed the foregoing instrument and
acknowledged before me that they executed the same for the purposes therein expressed.

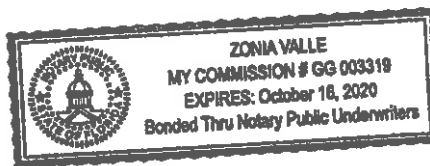
WITNESS my hand and official seal in the County and State last aforesaid this 20
day of December, 2016.

Notary Public, State of Florida

Sign: [Signature]

Print: _____

My Commission Expires: _____



RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A CORPORATION

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this 20
day of December, 2016

(CORPORATE SEAL)

ATTEST

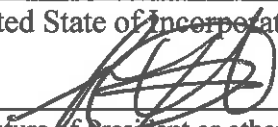
By 
Secretary

FullCover Roofing Systems, Inc

Printed Name of Corporation
Florida

Printed State of Incorporation

By:


Signature of President or other authorized officer
Samy Elarja

Printed Name of President or other authorized officer
12973 Sw 112 St # 352

Address of Corporation
Miami Fl. 33186

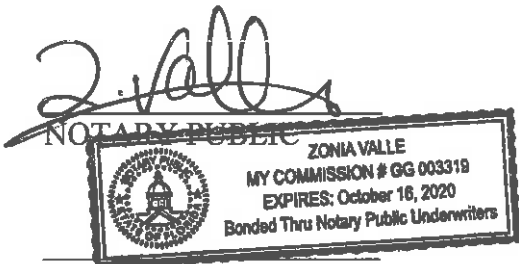
City/State/Zip
305-386-5800

Business Phone Number

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 20 day of December,
20 16 by Samy Elarja (Name), President (Title) of
FullCover Roofing Systems, Inc (Name of Company) on behalf of the
corporation, who is personally known to me or who has produced _____ as
identification and who did (did not) take an oath.


WITNESS my hand and official seal.



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

SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed construction site located at 401 NW 70 Terrace, Plantation, FL 33317 and hereby have accepted the existing site conditions.



Authorized Representative

FullCover Roofing Systems, Inc

Company

12-20-16

Date

Failure to attest to the above may be grounds for rejection of proposal.


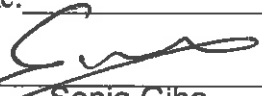
TO BE RETURNED WITH BID

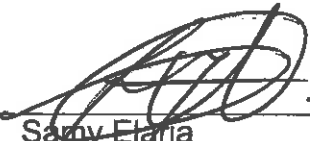
Cooperation with the Broward County Office of Inspector General

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:


Name: Karin Valle

Name: Sonia Giha

By: 
Name: Samy Elarja
Title: President

STATE OF Florida)
COUNTY OF Miami-Dade)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Samy Elarja -
_____, known to be the persons described in or who has produced
_____ as identification and who executed the foregoing instrument and
acknowledged before me that they executed the same for the purposes therein expressed.

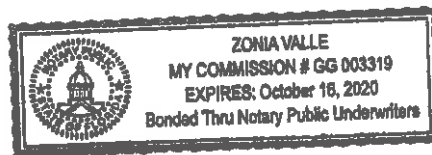
WITNESS my hand and official seal in the County and State last aforesaid this 20
day of December, 2016.

Notary Public, State of Florida

Sign: [Signature]

Print: _____

My Commission Expires: _____



[64]9001-14001

References & experience

Description and Location	Amount	Dates	Owner	Contact	Email
City of Key West Police Station	\$ 204,099.00	Mar-15	City of Key West	Janet Muccino (305)809-3867	jmuccino@cityofkeywest-fl.gov
Fire Station 87	\$ 123,539.00	Feb-15	City of Oakland Park	Marlon Lobban 954-630-4416	marlonl@oaklandparkfl.org
Colony West Re-roof City of Tamarac Broward	\$ 135,000.00	13-Nov	City of Tamarac	Bill Lewis 954-597-3723	Bill.Lewis@tamarac.org
William Lehman roof repairs Miami Dade	\$ 139,000.00	14-Dec	Miami Dade Transit	Nury Perez (786)200-4998	pereznu@miamidadade.gov
Howard Forman 76&78 re roof	\$ 193,000.00	16-Sep	City of Pembroke Pines	Steve Buckland 954-518-9107	sbuckland@ppines.com
Housing authority various Houses re-roof Miami Dade	\$ 98,500.00	15-Jun	Miami Dade Housing	Corey Jones (786)514-2105	corey@miamidadade.gov

Full Cover Roofing Systems Inc.

Profit & Loss

January 1 through December 15, 2016

Jan 1- Dec 15 2016

Ordinary Income/Expense

Income

45100 · Job Income	\$	2,222,140.74
Total Income	\$	2,222,140.74
Cost of Goods Sold	\$	1,656,213.24
Gross Profit	\$	565,927.50

Expense

Administrative	\$	3,221.85
Advertising	\$	22,259.67
Alarm system	\$	674.73
Car Expense	\$	121.05
Car payment	\$	9,302.04
Car repairs	\$	5,850.00
Cleaning Services	\$	720.00
Estimating expense	\$	978.00
Miscellaneous	\$	1,008.00
Office equipment	\$	29.97
Office repairs	\$	270.00
Office supplies/miscellaneous	\$	2,245.83
tag renewal	\$	151.05
taxes	\$	
government tax	\$	18.75
taxes - Other	\$	3,157.77
Total taxes	\$	3,176.52
60100 · Auto and Truck Expenses	\$	
Fuel	\$	21,309.39
60100 · Auto and Truck Expenses - Other	\$	1,826.01
Total 60100 · Auto and Truck Expenses	\$	23,135.40
60400 · Bank Service Charges	\$	556.11
61700 · Computer and Internet Expenses	\$	765.42
63300 · Insurance Expense	\$	
auto Insurance	\$	7,569.00
Car insurance	\$	6,011.43
Health Insurance	\$	1,853.76
Liability Insurance	\$	8,551.98
Workers Comp	\$	
Administration Fee adjustment	\$	1,769.82
Gross Wages	\$	23,115.42
Service Charge WC	\$	4,646.55
Workers Comp - Other	\$	2,809.86
Total Workers Comp	\$	32,341.65
63300 · Insurance Expense - Other	\$	6,068.94
Total 63300 · Insurance Expense	\$	62,396.76
64300 · Meals and Entertainment	\$	12,426.21
64900 · Office Supplies	\$	1,763.55
66500 · Postage and Delivery	\$	1,446.18

Full Cover Roofing Systems Inc.

Profit & Loss

January 1 through December 15, 2016

Jan 1- Dec 15 2016

66700 · Professional Fees	\$	-
Accountant fees	\$	955.17
Engineering Services	\$	3,570.00
Legal fees	\$	3,930.00
66700 · Professional Fees - Other	\$	101,990.79
Total 66700 · Professional Fees	\$	110,445.96
66900 · Reconciliation Discrepancies	\$	(222.81)
67100 · Rent Expense	\$	885.96
67200 · Repairs and Maintenance	\$	14,915.73
68100 · Telephone Expense	\$	12,345.78
68400 · Travel Expense	\$	-
Parking expense	\$	264.63
Tolls	\$	2,310.00
68400 · Travel Expense - Other	\$	2,206.08
Total 68400 · Travel Expense	\$	4,780.71
68500 · Uniforms	\$	430.02
68600 · Utilities	\$	9,580.23
Total Expense	\$	305,659.92
Net Ordinary Income	\$	260,267.58
Other Income/Expense	\$	-
Other Expense	\$	-
80000 · Ask My Accountant	\$	(2,456.37)
Total Other Expense	\$	(2,456.37)
Net Other Income	\$	2,456.37
Net Income	\$	262,723.95

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD



LICENSE NUMBER
CCC1329277

The ROOFING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

ELARJA, SAMY ALFREDO
FULLCOVER ROOFING SYSTEMS, INC.
12973 SW 112 STREET #352
MIAMI FL 33186



ISSUED: 08/23/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608230002696

005785

Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

56803

BUSINESS NAME/LOCATION

FULL COVER ROOFING SYSTEMS INC
12973 SW 112 ST 352
MIAMI FL 33186

RECEIPT NO.

RENEWAL
7445297



EXPIRES
SEPTEMBER 30, 2017

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

FULL COVER ROOFING SYSTEMS INC
SAMY ELARJA PRESIDENT
Worker(s) 3

SEC. TYPE OF BUSINESS

196 SPECIALTY BUILDING CONTRACTOR
CCC1329277

PAYMENT RECEIVED
BY TAX COLLECTOR

\$75.00 09/06/2016
CREDITCARD-16-051513

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

BID BOND

Bond No. 7000

CONTRACTOR:

Name Full Cover Roofing Systems Inc.
Legal status Corporation
Address 12973 S.W. 112th Street, Suite 352
Miami, FL. 33186

SURETY:

Name United States Fire Insurance Company
Legal status Corporation
Principal place of business 305 Madison Avenue
Morristown, NJ 07962

OWNER:

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: \$ 5% of Amount Bid (Five Percent of Amount Bid)

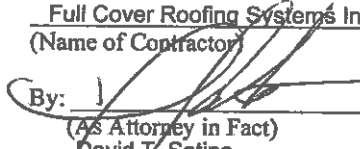
PROJECT:

Development Services Building Roof Replacement 401 NW 70 Terrace, Plantation, FL 33317, ITB 038-16,
City project # 17-02

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the Owner shall accept the Bid of the Contractor and the Contractor shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the Owner, and furnish insurance coverages to Owner as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the Owner immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the Owner may accept the Bid of the Contractor and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Contractor's allegation that its entering into the contract was prevented or frustrated by the Owner, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 20th , 2016 .

Full Cover Roofing Systems Inc.
(Name of Contractor)
By: 
(As Attorney in Fact)
David T. Satine
United States Fire Insurance Company
(Name of Surety)

[156]09001-14001

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

00952429516

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Warren M. Alter, David T. Satine

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Eleven Million Dollars, (\$11,000,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2017.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz

Anthony R. Slimowicz, Senior Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019**

Sonia Scala

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20th day of December 2016.

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

Exhibit A
To Qualification Statement

LITIGATION HISTORY FORM

[ITB 038-16]

NAME OF RESPONDENT: Ocean Blue Contractors, Inc.

Party: n/a	Respondent is <u>Plaintiff</u> : Yes [] No [<input checked="" type="checkbox"/>] Defendant: Yes [] No [<input checked="" type="checkbox"/>]
Case Name: n/a	
Case Number: n/a	
Date Filed: n/a	
Name of Court or other Tribunal	n/a
Type of Case:	Civil [] Administrative/Regulatory [] Criminal [] Bankruptcy []
Claim or Cause of Action and Brief Description of each Count:	n/a
Brief description of the Subject Matter and Project Involved:	n/a
Disposition of Case:	Pending [] Settled [] Dismissed []
(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Judgment Respondent's Favor [] Judgment Against Respondent [] If Judgment Against, is Judgment Satisfied? Yes [] No []
Opposing Counsel:	Name: Email: Phone Number:

City Of Plantation

INSURANCE REQUIREMENTS

Roof Replacement-Development Services Building

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under a written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a minimal Financial Rating of no less than "B" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

Insurance

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

Certificate(s) of Insurance

The contractor agrees to provide City of Plantation a Certificate of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in and effect, and also that certificates of insurance shall provide a minimum thirty (30) days notification, of cancellation by the contractor's insurer. If the contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, contractor agrees to notify the City by fax, within five (5) business days, with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

City Of Plantation

Additional Insured

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured-Owners, Lessees, with Contractors Completed Operations endorsement. Endorsements shall be required to provide back coverage for the contractors "**Your Work**" as defined in the insurance policy and liability arising out of the products-completed operations hazard.

Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence, and **\$1,000,000** Annual Aggregate, unless the contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability.

Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Bidder does not own automobiles, Bidder agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers Compensation & Employers Liability

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

Waiver of Subrogation

The contractor agrees that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor agrees to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against Others, or its equivalent.

City Of Plantation

This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

Umbrella/Excess Liability

If required in the contract, will be no more restricted than the underlying insurance policies. City of Plantation must also be added and endorsed as additional insured.

Bonds:

If a surety bond is required it shall be written equal to the value of the job, in order to guarantee the work will be done per the specifications, on a timely basis.

Right to Revise or Reject:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.
- B. The city reserves the right to require or adjust any of the insurance coverages it deems necessary depending upon the company, the project and the potential exposures.
- C. The city requires being named "**Additional Insured**" and endorsed on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the contractor. The city will have the right to amend such contract to conform to City Of Plantation guidelines for contract work.

**THE UNDERSIGNED CONTRACTOR HAS READ THE FOREGOING
REQUIREMENTS AND AGREES TO THE TERMS.**


WITNESS Paul E. Janer


CONTRACTOR Daniel del Sol

12-16-2016
DATE

CITY OF PLANTATION

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: ☐ Ocean Blue Contractors, Inc.

NAME: ☐ Daniel del Sol

ADDRESS: ☐ 7930 SW 126th Terrace, Pinecrest, Florida 33156

TELEPHONE NO.: ☐ 305-234-6065

FAX NO.: ☐ 305-290-3973

EMAIL ADDRESS: ☐ delsoldan@gmail.com

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

The correct name of the Bidder is: ☐ Ocean Blue Contractors, Inc.

The address of the principal place of business is: ☐ 7930 SW 126th Terrace, Pinecrest, Florida 33156

The business is a (Sole Proprietorship) ☐ (Partnership) ☐ (Corporation) ☒

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

- a. Date of Incorporation: ☐ 10/11/2013
- b. State of Incorporation: ☐ Florida
- c. President's Name: ☐ Margarita N. Leon
- d. Vice President's Name: ☐ Daniel del Sol
- e. Secretary's Name: ☐ Margarita N. Leon
- f. Treasurer's Name: ☐ Margarita N. Leon
- g. Name and address of Resident Agent: ☐ Margarita N. Leon; 7930 SW 126 Terrace
Pinecrest, Florida 33156

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

- a. Date of organization: ☐ n/a
- b. Name, address and ownership units of all partners:
☐
- c. State whether general or limited partnership: ☐

4. If Bidder is other than an individual, corporation or partnership, describe the organization and

give the name and address of principals:

☐]

n/a

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

6. How many years has your organization been in business under its present business name: ☐ 3+

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

☐ n/a

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

☐]

CCC# 47137 CGC#1507483

8. Have you personally inspected the site(s) of the proposed work? (Y) ☒ (N) ☐]

9. Do you have a complete set of documents, including agenda? (Y) ☒ (N) ☐]

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

☐ No

11. Within the five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

☐ No

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

☐ Please see attached list of references

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

☐ Please see attached CVs for Daniel del Sol and Margarita N. Leon

14. State of name of Surety Company, which will be providing the bonds if any bonds are required by the Instructions to Bidder, and name, and address of agent:

☐ CNA Surety

Nielson Hoover & Associates, Inc. 8000 Governors Square Boulevard, Suite 101, M Lakes Fl 33016

15. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.

☐ Attached

16. Provide a list of work currently under contract.

☐ Attached

17. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

☐ N/a

18. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

☐ N/a

19. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

☐ N/a

20. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

☐ No

21. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

☐ Commercial trucks and ladders

22. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

☐ N/a

23. Please attach a copy of your latest financial statement.

Attached

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


Signature

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me this 16th day of December, 2014
by Daniel del Sol, who is personally known to me or who has produced _____
as identification and who did (did not) take an oath.

WITNESS my hand and official seal,

NOTARY PUBLIC


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



[97]9001-14001

COMPLIANCE UNDER SECTION 119.0701
FLORIDA STATUTES, ON PUBLIC RECORDS

TO BE RETURNED WITH BID

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 954-797-2237, sslattery@plantation.org, 400 NW 73rd Avenue Plantation, FL 33317

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

Contractor: Ocean Blue Contractors, Inc.

By (sign): [Signature]

Print Name: Daniel del Sol

STATE OF Florida)
COUNTY OF Miami-Dade)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Daniel del Sol, known to be the persons described in or who has produced Florida Driver's License as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of December, 2016.

Notary Public, State of Florida

Sign: [Signature]

Print: Margarita Leon

My Commission Expires: July 13, 2020



[29]9001-14001

STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

TO BE RETURNED WITH BID

Preference must be given to CONTRACTORS submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature

Daniel del Sol

Printed Name

Ocean Blue Contractors, Inc.

Company Name

12/16/2016

Date

[27]9001-14001

CITY OF PLANTATION

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH PROPOSAL

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for [ITB 038-16 Development Services Building Roof Replacement, City Project 17-02].
2. This sworn statement is submitted by [Ocean Blue Contractors, Inc.] (entity submitting sworn statement), whose business address is [7930 SW 126 Ter Pinecrest 33156] and its Federal Employer Identification Number (FEIN) is [32-0420679]. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: []).
3. My name is [Daniel del Sol] (please print name of individual signing), and my relationship to the entity named above is [Vice President].
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public

entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

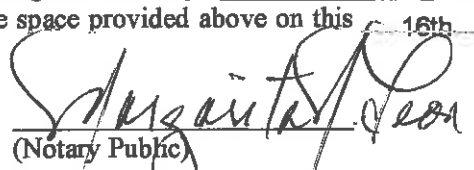

(Signature)

[12-16-16]
(Date)

STATE OF FLORIDA

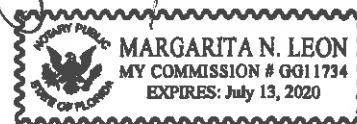
COUNTY OF BROWARD COUNTY

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Daniel del Sol, who, after first being sworn by me, affixed his/her signature in the space provided above on this 16th day of ~~December~~ ²⁰ ~~16~~.


(Notary Public)

My Commission Expires: July 13th, 2020

(seal)



[71]9001-14001

NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the Bidder certifies that this bid is made independently and free from collusion.

Bidder shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer or director or, or has a material interest in, the Bidder's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Bidder, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the Bidder does not indicate any names, the City shall interpret this to mean that the Bidder has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

Witnesses:

Typed name:

Margarita Leon

Typed name:

Sebastian Militello

Bidder

Ocean Blue Contractors, Inc.

By:

Name:

Daniel del Sol

Title:

Vice President

STATE OF Florida)
COUNTY OF Miami-Dade)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Daniel del Sol - _____, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of December, 2016.



Notary Public, State of Florida

Sign: _____

Print: Margarita N. Leon

My Commission Expires: July 13th, 2020

RESPONDENT'S CERTIFICATION N/a

WHEN RESPONDENT IS A PARTNERSHIP

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

Printed Name of Partnership

By:

Signature of General or Managing Partner

Witness

Printed Name of Partner

Witness

Business Address

City/State/Zip

Business Phone Number

State of Registration

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A CORPORATION

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this 16th day of December, 2016.

(CORPORATE SEAL)

ATTEST

By

Secretary

Ocean Blue Contractors, Inc.

Printed Name of Corporation

Florida

Printed State of Incorporation

By:

Signature of President or other authorized officer

Daniel del Sol

Printed Name of President or other authorized officer
7930 SW 126 Terrace

Address of Corporation

Pinecrest, Florida 33156

City/State/Zip

305-234-6065

Business Phone Number

State of Florida

County of Miami Dade

The foregoing instrument was acknowledged before me this 16th day of December, 2016, by Daniel del Sol (Name), Vice President (Title) of Ocean Blue Contractors, Inc. (Name of Company) on behalf of the corporation, (who is personally known to me) or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Margarita N. Leon
NOTARY PUBLIC
MARGARITA N. LEON
MY COMMISSION # GG11734
EXPIRES: July 13, 2020

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

RESPONDENT'S CERTIFICATION n/a

WHEN RESPONDENT IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS AN INDIVIDUAL

n/a

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed construction site located at 401 NW 70 Terrace, Plantation, FL 33317 and hereby have accepted the existing site conditions.



Authorized Representative

Daniel del Sol

Ocean Blue Contractors, Inc.

Company

12/8/2016

Date

Failure to attest to the above may be grounds for rejection of proposal.

[50]9001-14001

TO BE RETURNED WITH BID

Cooperation with the Broward County Office of Inspector General

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:


Name: Margarita N. Leon


Name: Sebastian Militello

By:


Name: Daniel del Sol for Ocean Blue Contractors, Inc.
Title: Vice President

STATE OF Florida
COUNTY OF Miami-Dade

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Daniel del Sol, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of December, 2016.



Notary Public, State of Florida

Sign: _____

Print: _____

My Commission Expires: July 13th, 2020

Local Business Certification Form

The undersigned affirms as true, under penalties of perjury, as follows:

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of City of Plantation Ordinance Number 2437, § 1 which codified Section 2-227 of the City Code.

Pursuant to Section 255.0991, 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 this competitive solicitation, Section 2-227 of the City Code **shall not** apply.

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such business is a Local Business as defined by the Code.

The undersigned claims qualification in the event that the Local Business Preference applies to this procurement and the business is determined to be a Qualified Local Business as defined by the Code.

Dated: 12/16/2016

Signed:  _____

Printed Name of Signor: Daniel del Sol

Title of Signor: Vice President

Name of Firm: Ocean Blue Contractors, Inc.

Sec. 2-227. - Local business preference.

(a)

Definitions. For purposes of this section, the following terms shall have the respective meanings as set forth in this subsection:

Business location means a permanent office or other use of property in which a vendor operates, conducts, engages in or carries on all or a portion of its business, provided that the mere use of a post office box shall not be sufficient to constitute a business location under this provision.

Local business means a vendor or contractor who has paid its local business tax to the City of Plantation at least six (6) months prior to bid or proposal opening date; does business in the city community by providing goods, services, or construction; and maintains a physical business address located within the jurisdictional limits of the city in an area zoned for the conduct of such business from which the vendor or contractor operates or performs business on a day-to-day basis. Post office boxes shall not be used for the purpose of establishing said physical address.

Qualified local business means a local business that satisfies the requirements under the bid or proposal guidelines to perform the services or goods requested.

Vendor means a sole proprietorship, partnership, corporation, limited partnership or limited liability corporation or other recognized business entity that offers to contract with the city for either goods or services.

(b)

Procedure; notice of option to match lowest response. The city shall give a preference to a qualified local business that responds to competitive procurement in the following manner:

(1)

If a qualified local business submits a response to one (1) of the city's competitive procurement processes set forth in section 2-220(b) (requests for sealed proposals) (but only where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will be available), (d) (requests for competitive proposals), 2-220(e) (sealed bids in response to an invitation to bid), and 2-220(f) (design build projects which are procured using a competitive proposal process), or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in section 2-226(b) and as may be increased or decreased by authorized adjustments, and the original response of the qualified local business is within five (5) percent of the low response, then the city shall give the qualified local business the opportunity to meet the price of the low response. The order of preference by which the qualified local business shall be given the opportunity to match the low response shall be from the lowest to the highest response, as long as the initial response was within five (5) percent of the low response.

(2)

The city shall give the qualified local business written notice of the opportunity to match the price of the low response within five (5) business days of determining the low response. There shall only be one (1) valid notice of an opportunity to match the price of the low response outstanding at any one (1) point in time. Notice shall be deemed received by the qualified local business by mailing or otherwise transmitting the notice to the address, email, facsimile or otherwise that was supplied by the qualified local business at the time of responding.

(3)

The qualified local business to whom a written notice has been mailed or otherwise transmitted must respond to the city in writing. If the qualified local business fails to file a response to the notice with the city within two (2) days of the posting or transmission of the notification of the

option to match the low response, then the failure to respond shall be deemed to be a denial of the opportunity to match the low response. Should the qualified local business choose to meet the price of the low response, then the city shall award the contract to the qualified local business. If no qualified local business accepts the option to match the low response, then the contract shall be offered to the lowest responder.

(c)

Disclosure. The requirements of the city's local policy shall be disclosed in all the city's competitive procurement processes to which this preference applies or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in section 2-226(b) and as may be increased or decreased by authorized adjustments.

(d)

Exceptions. The procurement preference set forth in this section shall not apply to any of the following purchases or contracts:

(1)

Goods or services provided under a cooperative purchasing agreement or interlocal agreement;

(2)

Purchases or contracts which are funded, in whole or in part, by a governmental entity where the laws, regulations, or policies governing such funding prohibit or prevent the application of the preference;

(3)

Purchases made or contracts let under emergency or noncompetitive situations;

(4)

Purchases with an estimated cost of less than the amount stipulated for informal bids, as referenced and indexed in section 2-226(b) (which is currently three thousand five hundred sixty-nine dollars (\$3,569.00)) and as may be increased or decreased by authorized adjustments;

(5)

Purchases or contracts procured utilizing procurement processes set forth in section 2-220(b) (requests for sealed proposals) (except where the procurement documents in a request for sealed proposals expressly indicate that the local business preference created by this section will apply) (c), (requests for qualifications), and (g) (design build projects and professional services contracts which are competitively procured using a qualifications based procurement process); and,

(6)

Notwithstanding the above, any purchase using any of the available procurement processes in this Code wherein the procurement documents expressly indicate that the local business preference set forth in this section shall not be available.

(e)

The application of local preference to a particular purchase, contract, or category of contracts for which the city council is the awarding authority may be waived upon written justification and recommendation by the mayor and approval of the city council.

(f)

The preference established in this section does not prohibit the right of the city council or the mayor to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.

(g)

The response preference established in this section does not prohibit the city council, or mayor, from giving any other preference permitted by law in addition to the preference authorized in this section.

(Ord. No. 2437, § 1, 2-10-2010)

[96]9001-14001

BID BOND

Bond No. Bid Bond

CONTRACTOR:

Name Ocean Blue Contractors, Inc.
Legal status 7930 S.W. 126th Terrace
Address Pinecrest, FL 33156

SURETY:

Name Western Surety Company
Legal status
Principal place of business 333 South Wabash Avenue
Chicago, IL 60604

OWNER:

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: \$5% of Amount Bid**PROJECT:**

Development Services Building Roof Replacement 401 NW 70 Terrace, Plantation, FL 33317, ITB 038-16,
City project # 17-02

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the Owner shall accept the Bid of the Contractor and the Contractor shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the Owner, and furnish insurance coverages to Owner as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the Owner immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the Owner may accept the Bid of the Contractor and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Contractor's allegation that its entering into the contract was prevented or frustrated by the Owner, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 20, 2016

Ocean Blue Contractors, Inc.

(Name of Contractor)

By:

Daniel del Sol

Western Surety Company

(Name of Surety)

By:

Charles J. Nielson, Attorney In Fact

[156]09001-14001

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Laura D Mosholder, John R Neu, Charles J Nielson, Brett M Rosenhaus, Kevin R Wojtowicz, Mary C Aceves, Charles D Nielson, , David R Hoover, Individually

of Miami Lakes, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of December, 2016.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

} ss

On this 7th day of December, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of December, 2016.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Bid Form
CITY OF PLANTATION**

Bid of Bidder Ocean Blue Contractors, Inc.

Address 7930 SW 126th Terrace, Pinecrest, Florida 33156

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

PROJECT NAME: Development Services Building Roof Placement, City Project 17-02
ITB No 038-16

City of Plantation

TO: City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

The Undersigned Bidder proposes and agrees if this bid is accepted, to enter an agreement with the OWNER to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This bid will remain open for thirty days after the day of Bid Opening. Bidder will sign the agreement and submit the contract security and other documents required by the Contract Documents within 15 days after the date of Owner's Notice to Award.

In submitting this bid, Bidder represents as more fully set forth in the Agreement, that:

- A. Bidder has examined copies of all the Contract Documents and of the following Addenda:
(if any addenda have been issued)

DATE:

ADDENDA NUMBER:

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instruction to Bidder.

- B. Bidder has examined the site and locality where the work is to be performed, the legal requirements Federal, State and Local Laws, Ordinances, Rules and Regulations) and the

conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

- C. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
- D. BIDDER shall complete the Work for the following price. It is the OWNER'S intent to award a contract based upon the total base bid or alternate bid amount.

BASE BID:

- 1a. Remove existing roofing system and replace with Entegra Roof Tile – Plantation profile – Cedar Tan, Black & Brown Antique, Sealed, Slate Like, product id F-CDTN-CD-Y-SL-15 or approved equal with 30/90 hot mop underlayment system. \$ 135,802.00
- 1b. Remove/replace damaged plywood decking.
Estimated quantity 640 SF x unit cost \$ 2.00 \$ 1,280.00
- 1c. Project Contingency \$ 2,500.00
- TOTAL BASE BID (items 1a., 1b, and 1c.)** \$ 139,582.00

Written: One Thousand Thirty Nine Thousand Five Hundred Eighty Two and No/100

ALTERNATE BID:

- 2a. Remove existing roofing system and replace with Entegra Roof Tile – Plantation profile – Cedar Tan, Black & Brown Antique, Sealed, Slate Like, product id F-CDTN-CD-Y-SL-15 or approved equal with Tag & Stick underlayment system as manufactured by Entegra or approved equal. \$ 135,802.00
- 2b. Remove/replace damaged plywood decking.
Estimated quantity 640 SF x unit cost \$ 2.00 \$ 1,280.00
- 2c. Project Contingency \$ 2,500.00
- TOTAL ALTERNATE BID (items 2a., 2b, and 2c.)** \$ 139,582.00

Written: One Thousand Thirty Nine Thousand Five Hundred Eighty Two and No/100

Bidder agrees that the Work will be completed within the time identified in the Agreement after the date when the Contract time commences to run as provided in Paragraph 2.3 of the General Conditions (Notice to Proceed).

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

Communications concerning this Bid shall be addressed to the address of Respondent indicated below.

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

The undersigned also agrees as follows:

First: to do any extra work not covered by the foregoing Schedule of Price which may be ordered by the OWNER, and to accept as full compensation therefore, such prices may be agreed upon in writing by the OWNER and the BIDDER pursuant to the applicable provisions of the General Conditions.

Second: Within fifteen days from the "Notice of Award", of this bid, to execute the Contract and to furnish to the OWNER a satisfactory Performance Bond in the approved City form, guaranteeing the faithful performance of the Work and payment of bills, the BIDDER to pay for said bond.

Third: To begin work on the date specified in the "Notice to Proceed". Accompanying this bid is a certified check, cashier's check or Bid Bond for 5% of Bid payable to the City of Plantation which is to be forfeited if, in the event that this Bid is accepted, the undersigned shall fail to execute the contract and furnish satisfactory Contract Security under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or Bid Bond is to be returned as provided herein.

SUBMITTED ON: December 20th, 2016

SIGNATURE OF BIDDER: 
Daniel del Sol

TITLE (if any): Vice President

ADDRESS: 7930 SW 126 Terrace, Pinecrest, Florida 33156

Incorporated under the laws of the State of Florida.

[46]9001-14001

AGREEMENT

This Agreement is dated as of the [20] day of [December], in the year 201[6], by and between:

CITY OF PLANTATION, FLORIDA
a municipal corporation
400 NW 73rd Ave
Plantation, Florida 33317
(hereinafter referred to as City)

AND

Ocean Blue Contractors, Inc.

[Enter Contractor Name] 7930 SW 126th Terrace
[Enter Contractor Address] Pinecrest, Florida 33156
[Enter City, State and Zip]
(Hereinafter referred to as Contractor)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 – WORK

The CONTRACTOR shall complete all Work as specified or indicated in the Contract documents for the project entitled:

City of Plantation
[Development Services Building Roof Replacement]
[ITB 038-16]

and generally described as follows but not limited to: *[removal and replacement of the existing roofing system]* as further defined in the Specification/Scope of Services

Article 2 – ENGINEER

The OWNER has engaged [Brett Butler, PE] who is hereafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contracts Documents in connection with completion of the work in accordance with the Contract Documents. [Enter "N/A" if this section does not pertain to the contract documents]

Article 3 – CONTRACT TIME

The initial contract period shall be for [Enter number of years], commencing [Month, date and year]. In addition, the City reserves the right to renew the contract for [Enter the additional renewal periods allowed], under the same terms, conditions and specifications contingent upon Budget approval.

Or If a Construction Contract

The work will be substantially completed within [60] calendar days and finally completed within [75] calendar days after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 19 of the Instructions to Respondents contains Liquidated Damages provision.

In the event the services are scheduled to end either by contract expiration or by termination by the City of Plantation (at the City's discretion), the contractor shall continue the services, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing contract. The contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

Article 4 – COMPENSATION/PAYMENTS

The OWNER shall pay to the CONTRACTOR for the performance of the Work \$[]. For portions of the Contract that are in the accepted proposal as being unit priced, the Contract Sum will be based upon the amounts determined for the total number of each of the units of work completed at the unit price stated. The City reserves the right to increase and decrease quantities, and the final payment shall be made for the actual number of units incorporated in or made necessary by the work covered by this contract.

The Contractor will bill the City at the completion of each job for services rendered of the work defined herein at the rates submitted in their proposal documents now made apart of this contract. Submit invoices to:

City of Plantation
Attn: [Brett Butler, PE, City Engineer]
[401 NW 70 Terrace]
Plantation, FL [33317]

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Financial Services Department for payment. Invoices will generally be paid within thirty (30) days following the City representative's approval.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

Progress payments and retainage and final payment provisions are provided for in the Contract Documents. Generally, these documents call for monthly progress payments for approved Work completed less 10% retainage. The balance of the final contract sum shall be due to the CONTRACTOR from the within 21 days after Final Completion. The Florida Construction Contract Prompt Payment Law shall govern payments made pursuant to this Agreement. Any conflict shall be resolved consistent with the law.

Article 5 – CONTRACTOR’S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations, in addition to the representations made in the contract documents as referenced in Article 19.

- A. CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, Work, locality and with all location conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.
- C. CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those reference to in Article 5 of the General Conditions as amended by Supplementary Conditions, if any, as they deem necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.
- D. CONTRACTOR has correlated the results of all such observations, examinations investigations, tests, reports and data with terms and conditions of the Contract Documents.
- E. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that the CONTRACTOR has discovered in the Contract

Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR

Article 6 – RECORDS AND AUDIT

City reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

CONTRACTOR agrees that it shall keep accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of Agreement are the property of CITY and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any City records without written permission from City except as necessary and appropriate in the performance of the duties and responsibilities required to comply with terms of any Agreement between parties.

CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer data and other records related to the services provided under this Agreement. The records will be made available during normal business hours upon twenty-four hours notice by the CITY.

Article 7 – INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of the Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

Article 8 – CONFLICT OF INTEREST

CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Plantation, Broward County and the State of Florida, Chapter 112, Florida Statutes (2014), as amended, agrees that it will fully comply in all respects with terms of said laws

CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

Article 9 - ASSIGNMENT

The Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the CITY which consent cannot be unreasonably withheld.

Article 10 - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Plantation and of any other public authority, which may be applicable to this Agreement.

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Article 11- VENUE

See Article 15 - Dispute Resolution of the General Conditions.

Article 12 - PERMITS, FEES AND NOTICES

CONTRACTOR shall use its best efforts to obtain the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the CITY.

Article 13 - INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force effect.

Article 14 - ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any the

covenant, term, condition or election but the same shall continue and remain in full force and effect.

Article 15 - SERVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Article 16 - NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Article 17 - CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Article 18 - TERMINATION

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of work.

Article 19 – CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR, are attached to this Agreement, made a part thereof and consist of the following:

- A. This Agreement
- B. Exhibits (if any)
- C. Notice of Award
- D. Supplementary Conditions, if any
- E. General Conditions
- F. Specifications bearing the project title
- G. Drawings bearing the project title *If necessary*
- H. Addenda numbers [] to [],
- I. Documentation and proposal submitted by CONTRACTOR prior to Notice of Award
- J. Any Written Amendments, Change Orders, or Work Change Directives duly delivered after execution of Agreement
- K. The Instructions to Respondents
- L. The Insurance Coverage's and Bonds required by the Contract Documents

These are no other Contract Documents than those listed above in the Article.

Article 20 – MISCELLANEOUS

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meaning indicated in the General Conditions, or as amended in Supplementary Conditions
- B. The CONTRACTOR warrants that no elected official, officer, agent or employee of the CITY has financial interest directly or indirectly in this Contract or the compensation to be paid under it, and further, that no City employee who acts in the City of Plantation as a “purchasing agent” as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer director, or proprietor of the CONTRACTOR, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the CONTRACTOR.

- C. The CONTRACTOR and OWNER designate the following persons who shall receive notices pursuant to the Contract Documents:

For the OWNER: The Honorable Diane Veltri Bendekovic, Mayor
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

With copy to: [Brett Butler, PE, City Engineer]
City of Plantation
[401 NW 70 Terrace]
Plantation, Florida 33317

&

With copy to City Clerk
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

For the ENGINEER [Enter Name of Engineer]
Project Manager
[Enter Name of Firm]
[Enter Address of Firm]
[Enter City, State, Zip of Firm]

For the CONTRACTOR: [Enter business name of Contractor]
[Enter address of Contactor]
Ocean Blue Contractors, Inc. [Enter City, State, Zip of Contractor]
7930 SW 126 Terrace [Enter name of representative of Contactor]
Pinecrest, Florida 33156

Daniel del Sol

All notices and other communications required or permitted under this Agreement shall be in writing and given by:

hand delivery;

registered or certified mail, return receipt requested;

overnight courier; or

facsimile to:

or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

on the date delivered if by personal delivery or overnight courier;

on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and

on the date of transmission with confirmed answer back if by fax.

Section 21 in the event of conflict between this Agreement and terms and conditions in [ITB 038-16], the terms of this Agreement shall control.

IN WITNESS WHEREOF, THE CITY OF PLANTATION AND ^{Ocean Blue Contractors, Inc.} ENTER CONTRACTOR'S LEGAL BUSINESS NAME have signed this AGREEMENT(S). One counterpart each has been delivered to the CITY and CONTRACTOR

Signed, sealed and delivered in the presence of:

Attest: _____

CITY OF PLANTATION

_____, City Clerk

By: _____
Diane Veltri Bendekovic, Mayor

Witness:

As to legal form: _____
Donald J. Lunny Jr.
City Attorney

Typed Name of Witness

As to Scope: _____
Administration Department

Witness:

As to Contract Insurance Requirements:

Typed Name of Witness

Department

Witness:

As to Procurement Requirements:

Typed Name of Witness

Department

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this ____ of _____, 201[] by _____, Mayor and _____, City Clerk of the City of Plantation, Florida, who are personally known to me or who has produced _____ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this _____ day of _____, 201[].

My commission expires: _____

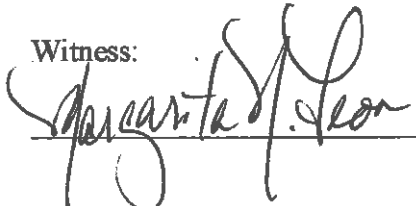
My commission number is: _____

Printed Name of Notary

(Notary Seal)

Signed, Sealed in the presence of:

Witness:



Margarita N. Leon

Typed Name of Witness

Witness:



Sebastian Militello

Typed Name of Witness

Ocean Blue Contractors, Inc.

Name of Contractor

By:



Signature by Authorized Agent

Daniel del Sol

Print Name of Authorized Agent

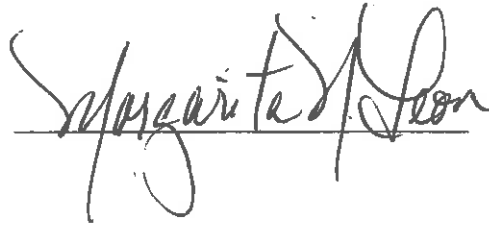
Vice President

Title

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this 16th of December, 201[16] by Daniel del Sol, Vice President, (Title) of Ocean Blue Contractors, Inc. (who are personally known to me) or who has produced _____ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this 16th day of December, 201[16].



Margarita N. Leon

Printed Name of Notary

My commission expires: July 13th, 2020
My commission number is: GG11734

(Notary seal)



[53]9001-14001

PUBLIC CONSTRUCTION BOND

1. Within **FIFTEEN (15)** Calendar Days after executing this Contract and in any event prior to commencing Work, whichever is earlier, the CONTRACTOR shall furnish to OWNER a Bond or Bonds *in form similar to that provided herein* and acceptable to the OWNER written by a corporate surety, having a resident agent in the State of Florida and having a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570, as may be amended from time to time. The penal amount of the bond shall be no less than the Contract Sum, as adjusted by changes or amendments.
2. Pursuant to the requirements of §255.05(1)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid Bond or Bonds in the public records of Broward County, with the CONTRACTOR to pay all recording costs. The Bond or Bonds shall be recorded prior to the time the CONTRACTOR commences Work, and a certified copy of the Bond showing the recording reference (i.e., the Official Record Book and Page at which the document is recorded) shall be delivered to the CITY REPRESENTATIVE, Mayor, and the Chief Administrative Officer.
3. Such Bond shall continue in effect for the full penal sum until **ONE (1)** year after the date of Final Completion of the Project, and provided there is no default of CONTRACTOR under the Contract Documents.
4. If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within **THIRTY (30)** days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.
5. Such bond shall conform to all the requirements of §255.05, Florida Statutes, including that such bond shall specifically include a requirement that the surety pay the OWNER (all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that OWNER sustains because of a default by Principal under the Contract (including, but not limited to all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the OWNER sustains as a result of Principal's delayed completion of the Contract (i.e. liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees requires by or given under the Contract, failure to provide accurate as-built drawings, breach of indemnification clauses in the Contract, failure to maintain continuously the insurance requirement required by the Contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property.

PUBLIC CONSTRUCTION BOND

Bond No. _____

BY THIS BOND, We, _____, having a principal street address of _____ (phone: _____), as Principal and _____, a corporation, having a principal street address of _____ (phone: _____), as Surety, are bound to THE CITY OF PLANTATION, FLORIDA, having a principal street address of 400 N.W. 73rd Avenue, Plantation, FL (phone: 954-797-2200), herein called Owner/Obligee, in the sum of \$ _____, for payment which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20____, between Principal Owner/Obligee pertaining to Development Services Building Roof Replacement ITB 038-16, City project # 17-02 (Project Name), for an improvement briefly described as Removal and replacement of existing roofing system on property having a street address of 401 NW 70 Terrace, such contract bearing Contract No. ITB 038-16, the contract being made apart of this bond by reference, at the times and in a manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in §255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal for the prosecution of the work provided for in the contract; and

3. Pays Owner/Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner/Obligee sustains because of a default by Principal under the contract (including, but not limited to, all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner/Obligee sustains as a result of Principal's delayed completion of the contract (i.e., liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees required by or given under the contract, failure to provide accurate as-built drawings, breach of the indemnification clauses in the contract, failure to maintain continuously the insurance requirement required by the contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Principal's allegation that its performance under the contract was prevented or frustrated by the owner/obligee or that the owner/obligee breached the contract, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation."

DATED ON: _____, 20____.

(Name of Principal)

By: _____
(As Attorney in Fact)

(Name of Surety)

**WAIVER OF RIGHT TO CLAIM
AGAINST THE PUBLIC CONSTRUCTION BOND
(PROGRESS PAYMENT)**

The undersigned, in consideration of the sum of \$ _____, hereby waives its right to claim against the Public Construction Bond for all labor, services, or materials furnished during the period of _____ 20__ to _____ 20__ [insert dates] to _____ [insert name of customer] on the job of the City of Plantation for improvements to the following described project:

[description of project]

DATED ON _____, 20__.

[Name of Claimant]

By: _____

State of Florida
County of _____

I hereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct.

Signature

Sworn and Subscribed before me this _____ day of _____, 20__.

NOTARY PUBLIC SIGNATURE & SEAL

[111]9001-14001

**WAIVER TO RIGHT TO CLAIM AGAINST
THE PAYMENT BOND (FINAL PAYMENT)**

The undersigned, in consideration of the final payment in the amount of \$ _____, hereby waives its right to claim against the Public Construction Bond for labor, services, or materials furnished to _____ [insert name of customer] on the job of the City of Plantation, for improvements to the following described project:

[description of project]

DATED ON _____, 20__

[Name of Claimant]

By: _____

Final Receipt & Release

Project Name [Development Services Building Roof Replacement, City project 17-02]
Project No. [ITB 038-16]

Received this [] day of [] A.D., 201[] of [] as full
and final payment of the cost of all improvements provided for in the contract for

[Development Services Building Roof Replacement]

the sum of [] Dollars and [] Cents, \$ []
in cash, being the full amount accruing to the undersigned by the virtue of said Contract,
said cash covering and including full payment for all performance (including, but not
limited to, labor, work, supplies, equipment, and material furnished by the undersigned in
the construction of said improvements, all extras, and all incidentals thereto), and the
undersigned hereby releases the City of Plantation from all claims whatsoever arising out
of or in connection with said Contract and performance.

These presents are to certify that all persons doing work upon or furnishing labor,
materials, equipment, or supplies for the said improvements under the foregoing Contract
have been paid in full.

The undersigned further certifies that all non-exempt taxes imposed by Chapter 212,
Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

I, hereby certify that I am an authorized representative and I am authorized to bind [*name
of entity signing receipt*].

[*Print name*]

[*Print title*]

[43]9001-14001

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CCC47137

The ROOFING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

DEL SOL, DANIEL
OCEAN BLUE CONTRACTORS INC
7930 SW 126 TERRACE
PINECREST FL 33156



ISSUED: 08/11/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608110002109

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC1507483

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

DEL SOL, DANIEL
OCEAN BLUE CONTRACTORS INC
7930 SW 126 TERRACE
PINECREST FL 33156



ISSUED: 08/11/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608110002310

Daniel del Sol
7930 SW 126th Terrace
Pinecrest, Florida 33156
Tel: (305)234-6065/(305) 389-5195
Email: dndelsol@yahoo.com

Work

Experience: **Ocean Blue Contractors, Inc. (1996-present)**
President and COO for Florida State certified licensed general, roofing and water-proofing contractor: commercial and residential construction, specializing in structural spalling, government and private sector projects. Forensic consultant and cost estimating consultant for construction related matters. Construction defect litigation: field investigation and destructive testing, preparation of cost estimates, analysis of subcontractor contracts, research of building codes, product and industry standards, analysis and preparation of allegation summary reports, repair recommendations and allocations of responsibility. Attendance at mediation, at witness testimony deposition and trial.

Intech Engineering & Architectural Consultants, LLC (2009-2011)
Owner Manager and COO for construction, building inspection and consulting company: insurance underwriting and mitigation inspections, claims, mediation, expert witness, pre-litigation inspection, estimating, appraisal and umpire support for property claims.

Alhambra Roofing and Insulation, Inc. (1986-1996)
President and COO: Florida State certified licensed roofing and insulation contractor specializing in asbestos and insulation abatement, government and private sector \$10 million plus projects.

AFA Corp. (subsidiary of Morton Thiokol) (1984-1986)
Product Development Engineer: Design and retrofit of new products, plastic injection mold design, aluminum extrusion design, testing, plastic and product research engineering. Designer of products which resulted in incremental revenue to firm of over \$1 million.

Panelfold Inc. (1980-1982)
Assistant Mechanical Engineer and Mechanical Designer to Dr. William Mack (MIT): Research and development of hydraulic and operable doors, (STC) design, plastic injection mold and component design, aluminum extrusions and new product development.

Education: **Candidate for Masters in Civil Engineering, Construction Management**
Florida International University, Miami, Florida

Bachelor of Arts in Liberal Studies, Environmental Studies
May, 2010
Florida International University, Miami, Florida

Bachelor of Science in Construction Engineering
May, 1985
Florida International University, Miami, Florida

Professional
Affiliations: **Former Director, South Florida Roofing and Sheet Metal Association**

Licenses: **State of Florida Certified General Contractor Lic CGC 1507483**
 State of Florida Certified Roofing Contractor Lic CCC 47137
 State of Florida Certified Asbestos Abatement Contractor
 OSHA Certified Safety Inspector

Languages: **English, Spanish, read and write fluently**

May 2004 – February 2005

Terrabank, N.A.

Commercial Relationship Manager-Senior Vice President

- Responsible for developing a loan portfolio consisting primarily of commercial and real estate loans in accordance with credit policy guidelines
- Conducted financial analysis of existing and prospective commercial borrowers and their respective industries
- On an ongoing basis assigned loan grades to new and existing loans in accordance with loan policy
- Reviewed existing loans for compliance in preparation for O.C.C. examination
- Presented commercial credit requests to loan committee for approval
- Negotiated loan documents and conducted loan closings internally and with counsel

November 1998 - April 2004

Northern Trust Bank of Florida

Commercial Banker- Vice President

- Responsible for managing a \$50 million loan portfolio consisting of commercial, real estate, and consumer loans in accordance with credit policy guidelines
- Responsible for managing a \$25 million deposit portfolio
- Conducted in-depth financial analysis of existing and prospective commercial borrowers and their respective industries
- On an ongoing basis assigned loan grades to new and existing loans in accordance with loan policy
- Presented commercial credit requests to loan committee for approval
- Approved commercial credit, real estate and consumer loan requests within individual authority of \$300,000
- Negotiated loan documents and conducted loan closings internally and with counsel
- Identified, worked out and carried out exit plans for troubled commercial loans

January 1987 – October 1998

First Union National Bank/Southeast Bank, N.A.

Commercial Banker- Vice President (1996 – 1998)

- Responsible for managing/developing a loan portfolio consisting of commercial, industrial, real estate and CRA loans for a regional financial institution
- Conducted financial analysis of existing and prospective commercial borrowers and their respective industries
- On an ongoing basis assigned loan grades to new and existing loans in accordance with loan policy
- Presented commercial credit requests to commercial underwriter for approval
- Negotiated loan documents and conducted loan closings internally and with counsel

Private Banker- Assistant Vice President (1994 – 1996)

- Same as above for a private banking market

Business Banker- Assistant Vice President (1991 – 1994)

- Same as above for a business banking market

Credit Analyst (1988 – 1990)

- Conducted in-depth financial analysis of existing and prospective commercial borrowers and their respective industries
- Reviewed and analyzed real estate appraisals, equipment appraisals and environmental reports for adequacy and policy compliance

Internal Auditor (1987 – 1988)

- Responsible for auditing lending functions for compliance with internal controls and policy guidelines

Margarita (Maggie) Leon

PROFESSIONAL EXPERIENCE

September 2013 – Present
Vice President

Ocean Blue Contractors, Inc.

- Responsible for proposals and client presentations for Florida State certified and licensed general, roofing and water-proofing contractor
- Responsible for accounts receivable, accounts payable and all administrative aspects of business
- Responsible for working capital management

November 2013 – January 2015
Business Banking Team Leader

Popular Community Bank

- Responsible for leading and supervising a team of 4 Business Bankers
- Responsible for screening loan requests of existing and prospective borrowers and their respective industries
- Responsible for developing and managing a \$70 million loan portfolio in accordance with credit policy guidelines
- Responsible for managing a \$50 million deposit portfolio

April 2010 – November 2013
Senior Private Banker-Vice President

BNY Mellon

- Responsible for re-establishing Private Banking services for Wealth Management clients in the Southeast Florida area
- Responsible for complementing the sales efforts of 33 Sales Directors and Portfolio Managers
- Responsible for screening loan requests of existing and prospective borrowers and their respective industries
- Responsible for developing and managing a \$100 million loan portfolio in accordance with credit policy guidelines
- Responsible for developing and managing a \$100 million deposit portfolio

July 2008 – March 2010
Chief Lending Officer-Senior Vice President

Professional Bank

- Part of start-up team of de-novo bank, which included developing and implementing loan policy. Developed loan products to support bank's business plan
- Responsible for managing and assisting a staff of two lenders in the production and management of loans in accordance with loan policy guidelines. Loan production exceeded the bank's business plan by 15% in funded loans in one year.
- Responsible for reporting to the Board of Directors all loan related matters
- Results of audits performed by the State of Florida and FDIC, respectively, reflected excellent results with specific comments as to the quality of underwriting and portfolio management

March 2005 – July 2008
Commercial Relationship Manager-Senior Vice President

Executive National Bank

- Responsible for developing a loan portfolio consisting primarily of commercial and real estate loans in accordance with credit policy guidelines as well as cross selling of other bank products
- Responsible for managing a \$70 million loan portfolio consisting of commercial, real estate, and consumer loans in accordance with credit policy guidelines
- Conducted financial analysis of existing and prospective commercial borrowers and their respective industries
- On an ongoing basis assigned loan grades to new and existing loans in accordance with loan policy
- Presented commercial credit requests to loan committee for approval
- Negotiated loan documents and conducted loan closings internally and with counsel

May 2004 – February 2005

Terrabank, N.A.

Commercial Relationship Manager-Senior Vice President

- Responsible for developing a loan portfolio consisting primarily of commercial and real estate loans in accordance with credit policy guidelines
- Conducted financial analysis of existing and prospective commercial borrowers and their respective industries
- On an ongoing basis assigned loan grades to new and existing loans in accordance with loan policy
- Reviewed existing loans for compliance in preparation for O.C.C. examination
- Presented commercial credit requests to loan committee for approval
- Negotiated loan documents and conducted loan closings internally and with counsel

November 1998 - April 2004

Northern Trust Bank of Florida

Commercial Banker- Vice President

- Responsible for managing a \$50 million loan portfolio consisting of commercial, real estate, and consumer loans in accordance with credit policy guidelines
- Responsible for managing a \$25 million deposit portfolio
- Conducted in-depth financial analysis of existing and prospective commercial borrowers and their respective industries
- On an ongoing basis assigned loan grades to new and existing loans in accordance with loan policy
- Presented commercial credit requests to loan committee for approval
- Approved commercial credit, real estate and consumer loan requests within individual authority of \$300,000
- Negotiated loan documents and conducted loan closings internally and with counsel
- Identified, worked out and carried out exit plans for troubled commercial loans

January 1987 – October 1998

First Union National Bank/Southeast Bank, N.A.

Commercial Banker- Vice President (1996 – 1998)

- Responsible for managing/developing a loan portfolio consisting of commercial, industrial, real estate and CRA loans for a regional financial institution
- Conducted financial analysis of existing and prospective commercial borrowers and their respective industries
- On an ongoing basis assigned loan grades to new and existing loans in accordance with loan policy
- Presented commercial credit requests to commercial underwriter for approval
- Negotiated loan documents and conducted loan closings internally and with counsel

Private Banker- Assistant Vice President (1994 – 1996)

- Same as above for a private banking market

Business Banker- Assistant Vice President (1991 – 1994)

- Same as above for a business banking market

Credit Analyst (1988 – 1990)

- Conducted in-depth financial analysis of existing and prospective commercial borrowers and their respective industries
- Reviewed and analyzed real estate appraisals, equipment appraisals and environmental reports for adequacy and policy compliance

Internal Auditor (1987 – 1988)

- Responsible for auditing lending functions for compliance with internal controls and policy guidelines

October 1985 – December 1986
Internal Auditor

SunBanks, Inc.

-Responsible for auditing various banking functions for compliance with internal controls and policy guidelines

EDUCATION/PROFESSIONAL TRAINING

Master of Business Administration, May 1991
Florida International University

Professional Credit Training Program, 1989
Southeast Bank, N.A.

Bachelor of Arts, May 1985
Florida International University

Series 7 and 63

Fluent in Spanish

Ocean Blue Contractors, Inc

7930 SW 126th Terrace
Pinecrest, Florida 33156
305.234.6065/305.389.5195

<u>Reference Name and Address</u>	<u>Phone#</u>	<u>Email Address:</u>
Mario Canals CASA CLARIDGE'S 3500 Collins Ave. Faena District Miami Beach FL 33140	(786)615-0525/ (786)527-5988	mcanals@faena.com
Juan Militello EXAKT.US, LLC 6800 Bird Road, suite 196 Miami, FL 33155	(305)469-2858	juanmilitello@gmail.com
Paul Depetro Area Director of Engineering, Kimpton Hotels FL-GA-TX- Grand Cayman 270 Biscayne Boulevard Way Miami, FL 33131	D) 305-967-7286 C) 732-580-2754	Paul.Depetro@epichotel.com



DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION
NOTICE OF ACCEPTANCE (NOA)

MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION
11805 SW 26 Street, Room 208
Miami, Florida 33175-2474
T (786) 315-2590 F (786) 315-2599
www.miamidade.gov/economy

Entegra Roof Tile, LLC
1289 NE 9th Ave
Okeechobee, FL 34972

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER -Product Control Section to be used in Miami-Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Section (in Miami-Dade County) and/or the AHJ (in areas other than Miami-Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. RER reserves the right to revoke this acceptance, if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein, and has been designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

DESCRIPTION: Plantation Roof Tile

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

TERMINATION of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

ADVERTISEMENT: The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA renews NOA #14-1120.04 and consists of pages 1 through 7.
The submitted documentation was reviewed by Gaspar J Rodriguez.



NOA No.: 15-0721.04
Expiration Date: 12/08/20
Approval Date: 11/05/15
Page 1 of 7

ROOFING ASSEMBLY APPROVAL

Category: Roofing
Sub-Category: Roofing Tiles
Material: Concrete

1. PRODUCT DESCRIPTION

<u>Manufactured by Applicant</u>	<u>Dimensions</u>	<u>Test Specifications</u>	<u>Product Description</u>
Plantation Tile	Length: 16½" Width: 13"	TAS 112	Flat concrete roof tile for direct deck or battened nail-on, mortar or adhesive set applications.
Trim Pieces	L = varies W = varies Varying thickness	TAS 112	Accessory trim, concrete roof pieces for use at hips, rakes, ridges and valley terminations. Manufactured for each tile profile.

2.1. MANUFACTURING LOCATION

1. Okeechobee, FL

2.2 SUBMITTED EVIDENCE:

<u>Test Agency</u>	<u>Test Identifier</u>	<u>Test Name/Report</u>	<u>Date</u>
American Test Lab of South Florida	RT0624.05-14	TAS 112	07/03/14
Redland Technologies	7161-03 Appendix III	Static Uplift Testing PA 102 & PA 102(A)	Dec. 1991
The Center for Applied Engineering, Inc.	94-060B 94-084	Static Uplift Testing PA 101 (Adhesive Set) (Mortar Set)	March, 1994 May 1994
Redland Technologies	7161-03 Appendix II	Wind Tunnel Testing PA 108 (Nail-On)	Dec. 1991
Redland Technologies	Letter Dated Aug. 1, 1994	Wind Tunnel Testing PA 108 (Nail-On)	Aug. 1994
Redland Technologies	P0631-01	Wind Tunnel Testing PA 108 (Mortar Set)	July 1994
Redland Technologies	P0402	Withdrawal Resistance Testing of screw vs. smooth shank nails	Sept. 1993
The Center for Applied Engineering, Inc. Walker Engineering, Inc.	Project No. 307025 Test #MDC-76 Calculations	Wind Driven Rain PA 100 Aerodynamic Multiplier	Oct. 1994 March 1999 April 1999
Walker Engineering, Inc.	Calculations	25-7183 25-7094 25-7496	March 1995 February 1996 April 1996



NOA No.: 15-0721.04
Expiration Date: 12/08/20
Approval Date: 11/05/15
Page 2 of 7

2.2 SUBMITTED EVIDENCE:

<u>Test Agency</u>	<u>Test Identifier</u>	<u>Test Name/Report</u>	<u>Date</u>
Walker Engineering, Inc.	Calculations	25-7584 25-7804b-8 25-7804-4 & 5 25-7848-6	December 1996
Walker Engineering, Inc. Farabaugh Engineering and Testing Inc.	Calculations T295-11	Two Patty Adhesive Set System TAS-108	April 1999 10/05/11
Farabaugh Engineering and Testing Inc.	T306-11	TAS-108	10/04/11
Farabaugh Engineering and Testing Inc.	T279-11	TAS-108	09/23/11

3. LIMITATIONS

- 3.1 Fire classification is not part of this acceptance.
- 3.2 For mortar or adhesive set tile applications, a static field uplift test shall be performed in accordance with TAS 106.
- 3.3 Applicant shall retain the services of a Miami-Dade County Certified Laboratory to perform quarterly test in accordance with TAS 112, appendix 'A'. Such testing shall be submitted to the Miami-Dade Product Control office for review.
- 3.4 Minimum underlayment shall be in compliance with the applicable Roofing Applications Standards listed section 4.1 herein.
- 3.5 30/90 hot mopped underlayment applications may be installed perpendicular to the roof slope unless stated otherwise by the underlayment material manufacturers published literature.
- 3.6 This acceptance is for wood deck applications. Minimum deck requirements shall be in compliance with applicable building code.
- 3.7 All products listed herein shall have a quality assurance audit in accordance with the Florida Building Code and Rule 61G20-3 of the Florida Administrative Code.

4. INSTALLATION

- 4.1 Plantation Roof Tile and its components shall be installed in strict compliance with Roofing Application Standard RAS 118, RAS 119 and RAS 120.
- 4.2 Data For Attachment Calculations

Table 1: Average Weight (W) and Dimensions (l x w)			
Tile Profile	Weight-W (lbf)	Length-l (ft)	Width-w (ft)
Plantation Tile	11.6	1.375	1.08

Table 2: Aerodynamic Multipliers - λ (ft ³)		
Tile Profile	λ (ft ³) Batten Application	λ (ft ³) Direct Deck Application
Plantation Tile	0.267	0.289

Table 3: Restoring Moments due to Gravity - M_g (ft-lbf)												
Tile Profile	2": 12"		3": 12"		4": 12"		5": 12"		6": 12"		Greater than 7": 12"	
	Battens	Direct Deck	Battens	Direct Deck	Battens	Direct Deck	Battens	Direct Deck	Battens	Direct Deck	Battens	Direct Deck
Plantation Tile	7.22	7.91	6.85	7.79	6.75	7.67	6.61	7.52	6.44	7.32	6.26	7.04



**Table 4: Attachment Resistance Expressed as a Moment - M_r (ft-lbf)
For Nail-On Systems**

Tile Profile	Fastener Type	Direct Deck (Min. 15/32" plywood)	Direct Deck (Min. 19/32" plywood)	Battens
Plantation Tile	2-10d Ring Shank Nails	30.9	38.1	17.2
	1-10d Smooth or Screw Shank Nail	7.3	9.8	4.9
	2-10d Smooth or Screw Shank Nails	14.0	18.8	7.4
	1 #8 Screw	30.8	30.8	18.2
	2 #8 Screw	51.7	51.7	24.4
	1-10d Smooth or Screw Shank Nail (Field Clip)	24.3	24.3	24.2
	1-10d Smooth or Screw Shank Nail (Eave Clip)	19.0	19.0	22.1
	2-10d Smooth or Screw Shank Nails (Field Clip)	35.5	35.5	34.8
	2-10d Smooth or Screw Shank Nails (Eave Clip)	31.9	31.9	32.2
	2-10d Ring Shank Nails ¹	50.3	65.5	48.3

¹ Installation with a 4" tile headlap and fasteners are located a minimum of 2 1/2" from the head of tile.

**Table 5: Attachment Resistance Expressed as a Moment M_r (ft-lbf)
For Two Patty Adhesive Set Systems**

Tile Profile	Tile Application	Minimum Attachment Resistance
Plantation Tile	Adhesive	31.3 ³

² See manufactures component approval for installation requirements.

³ Flexible Products Company TileBond Average weights per patty 13.9 grams.
3M™ 2-Component Foam Roof Tile Adhesive AH-160. Average weight per patty 8 grams.

**Table 6: Attachment Resistance Expressed as a Moment - M_r (ft-lbf)
For Single Patty Adhesive Set Systems**

Tile Profile	Tile Application	Minimum Attachment Resistance
Plantation Tile	3M™ 2-Component Foam Roof Tile Adhesive AH-160	118.9 ⁴
	3M™ 2-Component Foam Roof Tile Adhesive AH-160	40.4 ⁵

⁴ Large patty placement of 45 grams of 3M™ 2-Component Foam Roof Tile Adhesive AH-160

⁵ Medium patty placement of 24 grams of 3M™ 2-Component Foam Roof Tile Adhesive AH-160.

Table 7: Attachment Resistance Expressed as a Moment - M_r (ft-lbf) for Mortar Set Systems		
Tile Profile	Tile Application	Attachment Resistance
See specific mortar manufacturer's Notice of Acceptance.		

5. LABELING

All tiles shall bear the imprint or identifiable marking of the manufacturer's name or logo as seen below or following statement: "Miami-Dade County Product Control Approved".



OR



PLANTATION ROOF TILE LABEL (LOCATED ON UNDERSIDE OF TILE)

6. BUILDING PERMIT REQUIREMENTS:

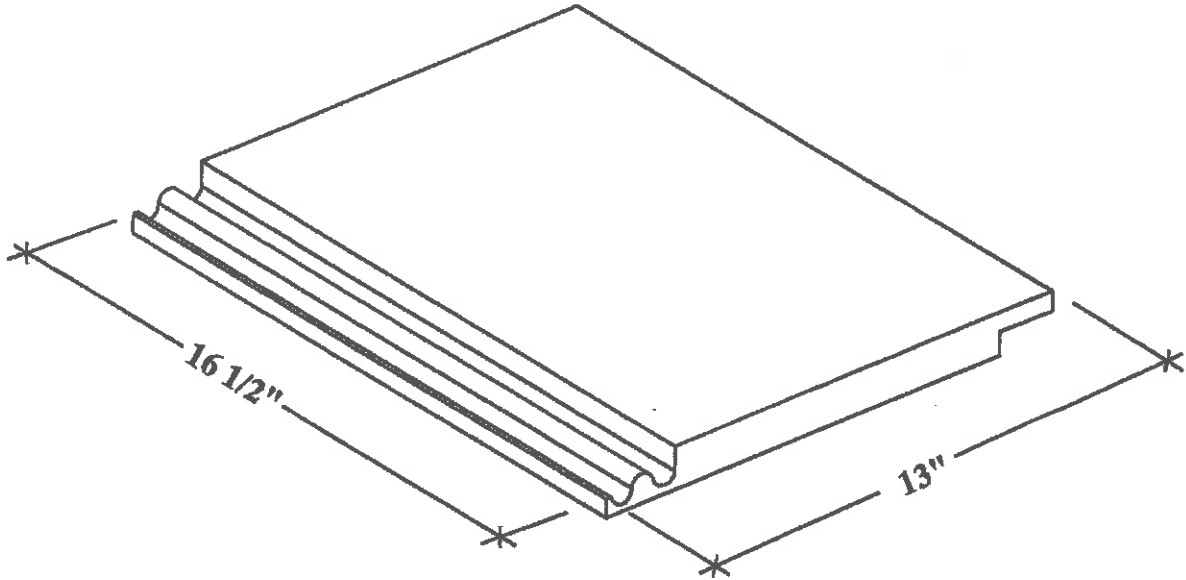
- 6.1 Application for building permit shall be accompanied by copies of the following:
 - 6.1.1 This Notice of Acceptance.
 - 6.1.2 Any other documents required by Building Official or Applicable building code in order to properly evaluate the installation of this system.



NOA No.: 15-0721.04
 Expiration Date: 12/08/20
 Approval Date: 11/05/15
 Page 6 of 7

PROFILE DRAWING

PLANTATION FLAT CONCRETE TILE



END OF THIS ACCEPTANCE



DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION

MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION
11805 SW 26 Street, Room 208
Miami, Florida 33175-2474
T (786) 315-2590 F (786) 315-2599
www.miamidade.gov/economy

NOTICE OF ACCEPTANCE (NOA)

Tag and Stick, LLC
1289 NE 9th Avenue
Okeechobee, FL. 34972

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER - Product Control Section to be used in Miami Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Section (In Miami Dade County) and/or the AHJ (in areas other than Miami Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. RER reserves the right to revoke this acceptance, if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein, and has been designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

DESCRIPTION: Tag & Stick MTP

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

TERMINATION of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

ADVERTISEMENT: The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA consists of pages 1 through 11.

The submitted documentation was reviewed by Alex Tigera.



NOA No.: 12-1003.04
Expiration Date: 04/11/18
Approval Date: 04/11/13
Page 1 of 11

ROOFING ASSEMBLY APPROVAL

Category: Roofing
Sub-Category: Underlayment
Materials SBS

PRODUCT DESCRIPTION

<u>Product</u>	<u>Dimensions</u>	<u>Test Specifications</u>	<u>Product Description</u>
Tag & Stick MTP	Width = 36" Length = 66.8' (200 sq.ft.)	TAS 103 and ASTM D 1970	A fiberglass reinforced SBS modified bitumen underlayment with an 18-inch selvage edge, an 18-inch woven fabric top surface to form a 36" wide roll. The underside of the 18-inch woven fabric is a self adhering modified bitumen with a removable silicone release film. The product design allows for mechanical attachment of the 18-inch selvage edge (base-layer of underlayment) followed by a self-adhering top layer underlayment, (the woven fabric top surface), resulting in a two-ply underlayment system, within the same roll.

MANUFACTURING LOCATION

1. Tuscaloosa, AL.

EVIDENCE SUBMITTED

<u>Test Agency</u>	<u>Test Identifier</u>	<u>Test Name/Report</u>	<u>Date</u>
PRI Construction Materials Technologies	TGSK-001-02-01	TAS 103	09/20/12
	TGSK-001-02-01	ASTM D1970	09/20/12
		ASTM D4798	
Trinity ERD	E40480.03.12	TAS 117 (B)	03/01/12
		TAS 114 (C)	

APPROVED ASSEMBLIES:

Deck Type 1:	Wood, non-insulated
Deck Description:	HVHZ: 19/32-inch or greater plywood or wood plank Non-HVHZ: 15/32-inch or greater plywood or wood plank
Base Sheet / Membrane:	Tag and Stick MTP underlayment System
Fastening:	See Installation Procedure Below
Surfacing:	Asphaltic shingles, metal panels, wood shakes and shingles, quarry slate and mechanically attached or adhesive set tile roof assemblies.

INSTALLATION PROCEDURES

Starter Course:	Apply 18-inch wide Half Sheet (the nailable portion of the Tag & Stick MTP) parallel to the eave and fasten 12-inch o.c. at a row within 2-inches of the top edge, 12-inch o.c. at a row 9-inch from the top edge off set six inches from the other row of fasteners and 6-inch wide end (vertical) laps. Tack-down the eave edge sufficiently to hold in place prior to installation of the edge metal detail. See details herein.
Subsequent Courses:	Align and apply subsequent courses overlapping the previous course or starter course with the 18-inch wide self-adhering portion of the sheet. Fasten nailable portion 12-inch o.c. at a row within 2-inches of the top edge of the sheet, 12-inch o.c. at a row within 2-inches of the lap-line (surface fabric) and 12-inch o.c. at one row centered between the top and bottom rows. Remove plastic release film and step-in / roll-in in accordance with Tag & Stick, LLC published instructions. See details herein.
Edge Details	Install hips, ridges, gables and valleys in accordance with Tag & Stick LLC's published installation instructions and as detailed herein. Flashing details are subject to the limitations set forth in the applicable RAS Standard.



NOA No.: 12-1003.04
Expiration Date: 04/11/18
Approval Date: 04/11/13
Page 3 of 11

LIMITATIONS

1. Fire classification is not part of this acceptance; refer to a current Approved Roofing Materials Directory for fire ratings of this product.
2. This acceptance is for prepared roofing applications. Minimum deck requirements shall be in compliance with applicable building code.
3. Tag & Stick MTP underlayment may be used in asphaltic shingles, metal panels, wood shakes and shingles, quarry slate, and mechanically or adhesive-set tile roof assemblies.
4. Tag & Stick MTP underlayment shall not be left exposed to weather for longer than 90 days.
5. During the roof loading phase, when the pitch is 6:12 or less, the tile shall be stacked in stacks of five tiles or less directly on the woven fabric surface of Tag & Stick MTP. On pitches greater than 6:12, loading boards or battens are required to support the tile. Loading boards or battens will support many combinations for stacking the roof tile; however, vertical stacks should not exceed ten roof tiles per stack when using loading boards.
6. Refer to prepared Roofing System Product Control Notice of Acceptance for listed approval of this product with specific prepared roofing products.
7. Tag & Stick MTP underlayment may be used with any approved roof covering Notice of Acceptance listing Tag & Stick MTP underlayment as a component part of an assembly in the Notice of Acceptance. If Tag & Stick MTP underlayment is not listed, a request may be made to the Authority Having Jurisdiction (AHJ) or the Miami-Dade County Product Control Department for approval provided that appropriate documentation is provided to detail compatibility of the products, wind uplift resistance, and fire testing results.
8. Tag & Stick MTP underlayment shall be applied to a smooth, clean and dry surface with deck free of irregularities. All nails in the deck shall be carefully checked for protruding heads. Re-fasten any loose decking panels. Sweep the deck thoroughly to remove any dust and debris prior to application.
9. All products listed herein shall have a quality assurance audit in accordance with the Florida Building Code and Rule 9N-3 of the Florida Administrative Code.

LABELING

1. All membranes or packaging shall bear the imprint or identifiable marking of the manufacturer's name or logo and the following statement: "Miami-Dade County Product Control Approved" or the Miami-Dade County Product Control Seal as shown below.



BUILDING PERMIT REQUIREMENTS

1. Application for building permit shall be accompanied by copies of the following:
 - 1.1 This Notice of Acceptance.
 - 1.2 Any other documents required by the Building Official or the applicable code in order to properly evaluate the installation of this system.

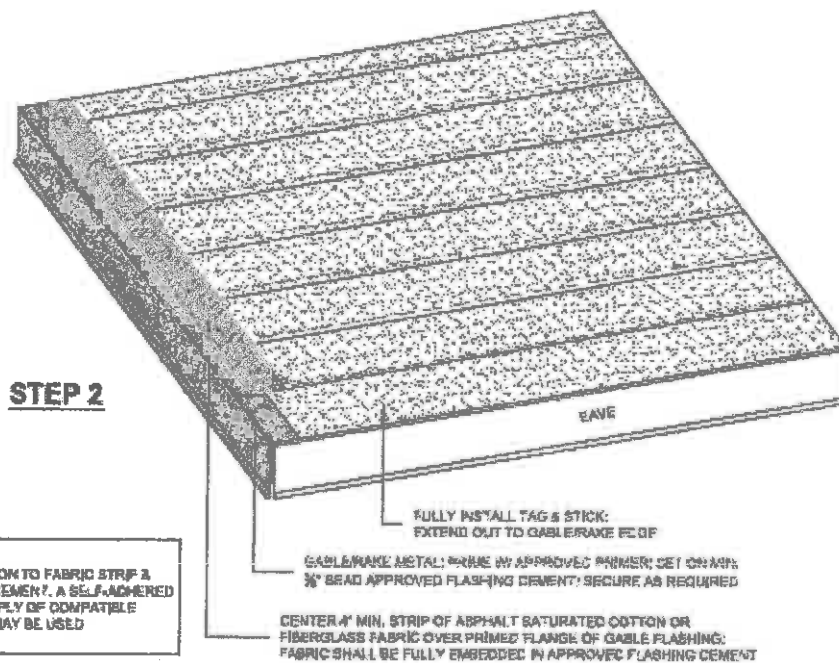
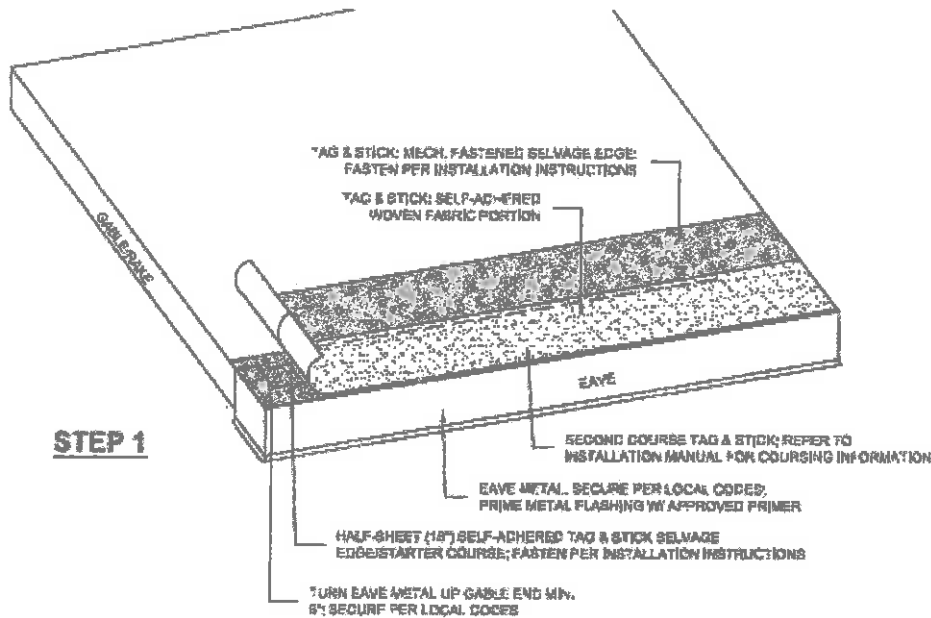


NOA No.: 12-1003.04
Expiration Date: 04/11/18
Approval Date: 04/11/13
Page 4 of 11

TAG & STICK GUIDELINES

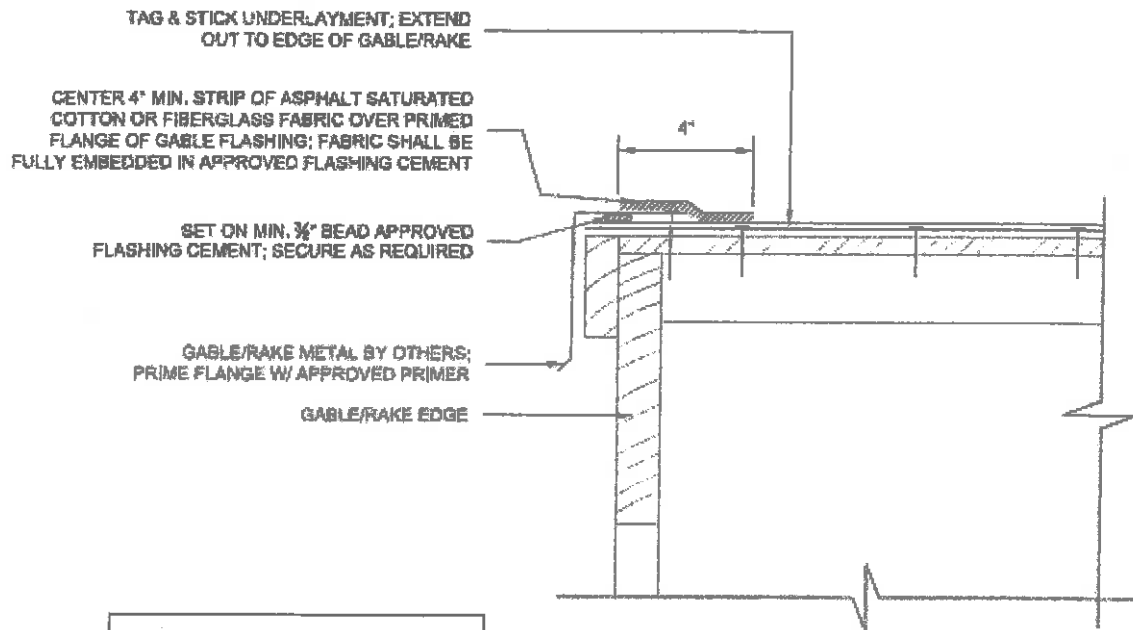
1. Tag & Stick MTP underlayment should always be stored, installed and used in accordance with good roofing practices including all applicable building and safety codes.
2. Prior to installation, the roof deck must be clean and free from any moisture, ice, dust, loose nails, protrusions, voids, and other debris.
3. Do not walk on the 18" Starter Half Sheet until two rows of fasteners are installed.
4. Installation over wet or frozen substrates may result in moisture migration causing buckles in the membrane. These events will normally be observed at the joints of the substrate and may telegraph through to the roof covering if corrective actions are not taken.
5. For proper adhesion, apply only when the air, deck and material temperature is 40°F or higher. For applications where the air, deck or material temperature is below 40°F, allow the material to warm before removing the release film.
6. Immediately fastening the product in colder climates as it is rolled out is unacceptable and may result in buckles. Allow the underlayment to completely relax before fastening.
7. During cold weather application it is recommended that material be cut into smaller sections and placed in the sun to allow the membrane to warm up. Warming the membrane before application will allow the membrane to relax.
8. The self-adhesive portion should be rolled in place with a weighted roller or walked in by the weight of the installer to ensure positive contact with the tagged portion of the underlayment. When walking in, the installer should ensure that the 18" Woven Fabric is fully adhered to the tagged portion.
9. Always install from the lowest point on the roof deck. Tag & Stick products should be installed in straight lines parallel to the eave.
10. At end laps and other sheet to sheet applications where the self-adhered portion is contacting the Woven Fabric, the use of high quality trowelable grade SBS compatible mastic (Plastic Cement) is recommended. Only SBS compatible coatings should be used.
11. This product is a moisture/vapor barrier. Prior to installation, ensure that the roof system provides adequate ventilation to prevent moisture build up in the interior structure.
12. Use extreme caution during installation. Do not walk or traverse on product unless dry, as it may become slippery when exposed to moisture.
13. Do not lay rolls on their sides. Product roll should remain in manufacturer's packaging until use and store under cover at temperatures suitable for application.

INSTALLATION DETAILS **GABLE TO EAVE TRANSITIONS**



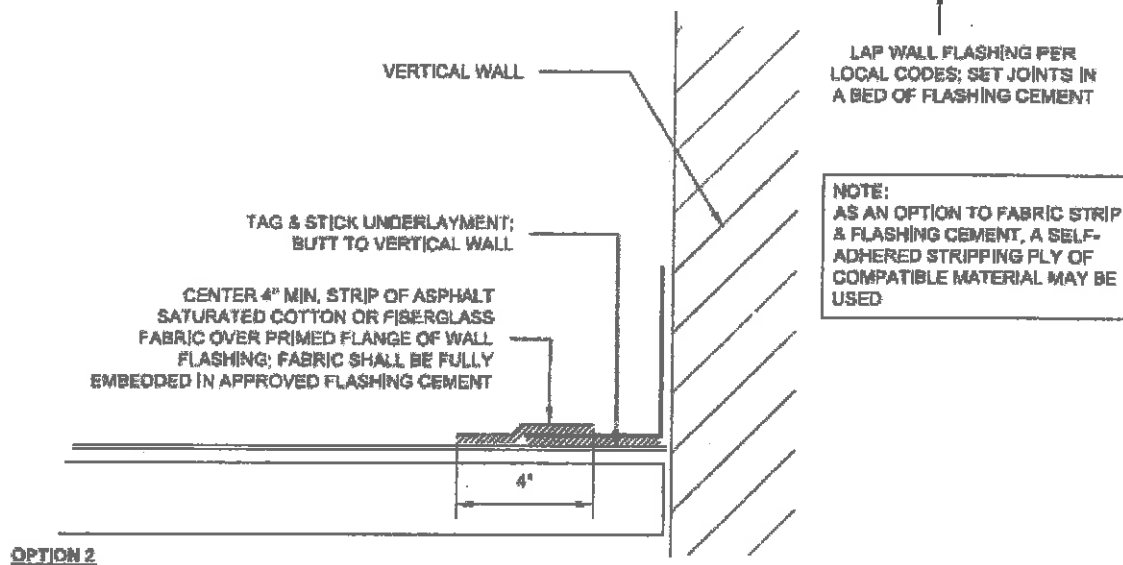
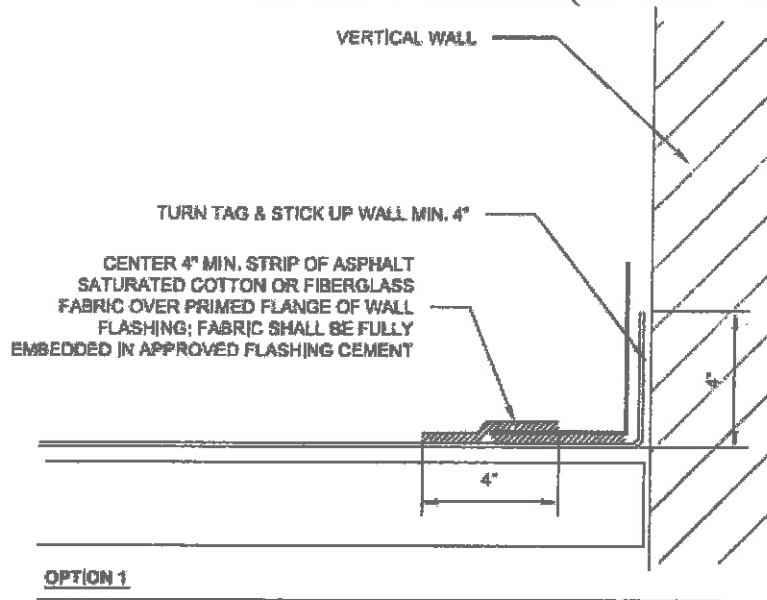
NOTE:
AS AN OPTION TO FABRIC STRIP &
FLASHING CEMENT, A SELF-ADHERED
STRIPPING PLY OF COMPATIBLE
MATERIAL MAY BE USED

GABLE EDGE

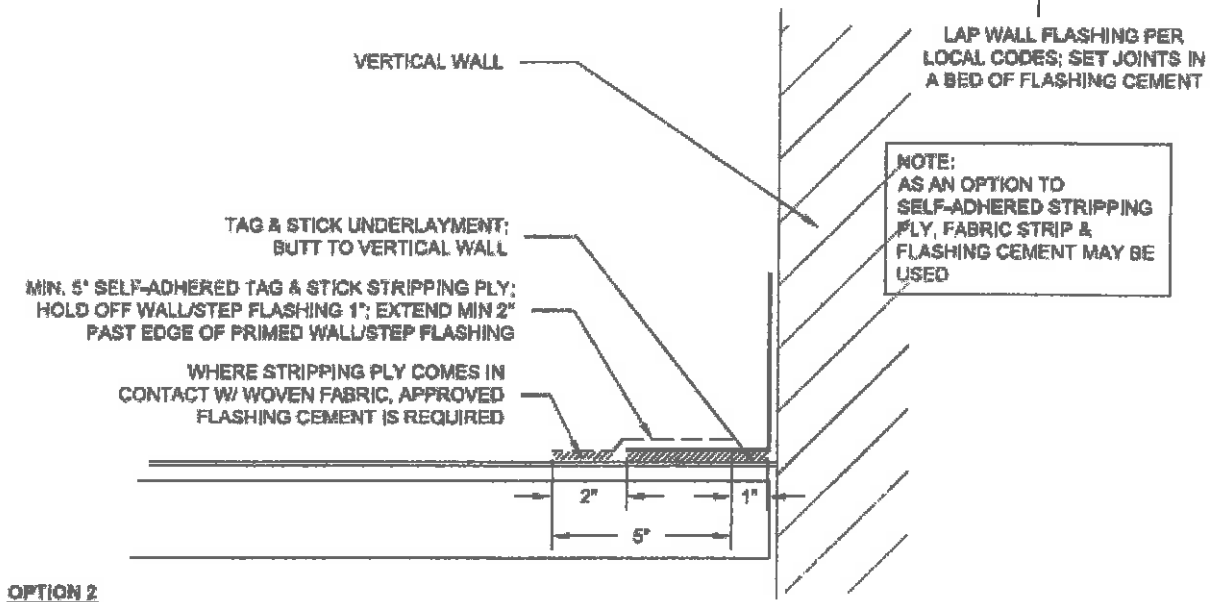
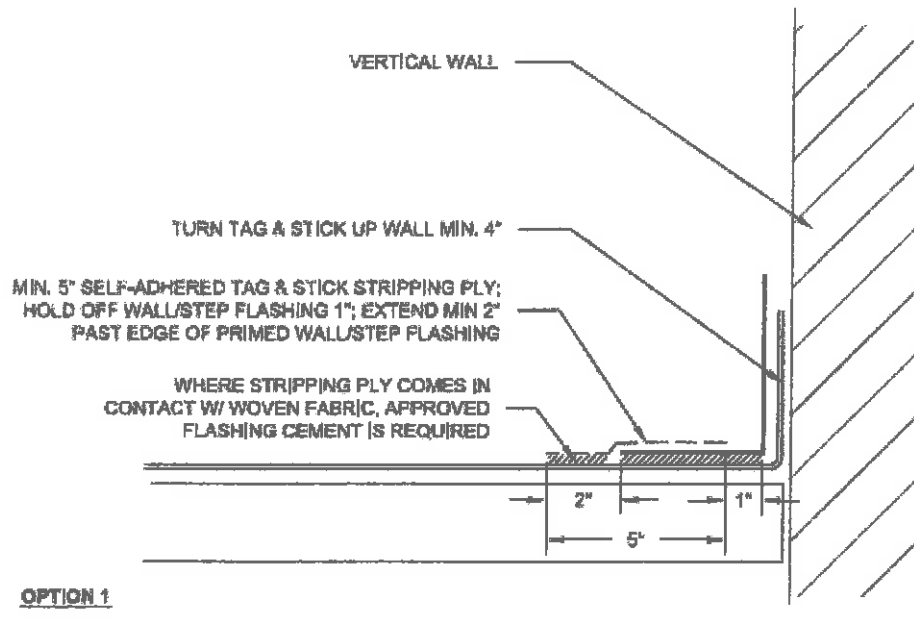


NOTE:
AS AN OPTION TO FABRIC STRIP &
FLASHING CEMENT, A SELF-ADHERED
STRIPPING PLY OF COMPATIBLE
MATERIAL MAY BE USED

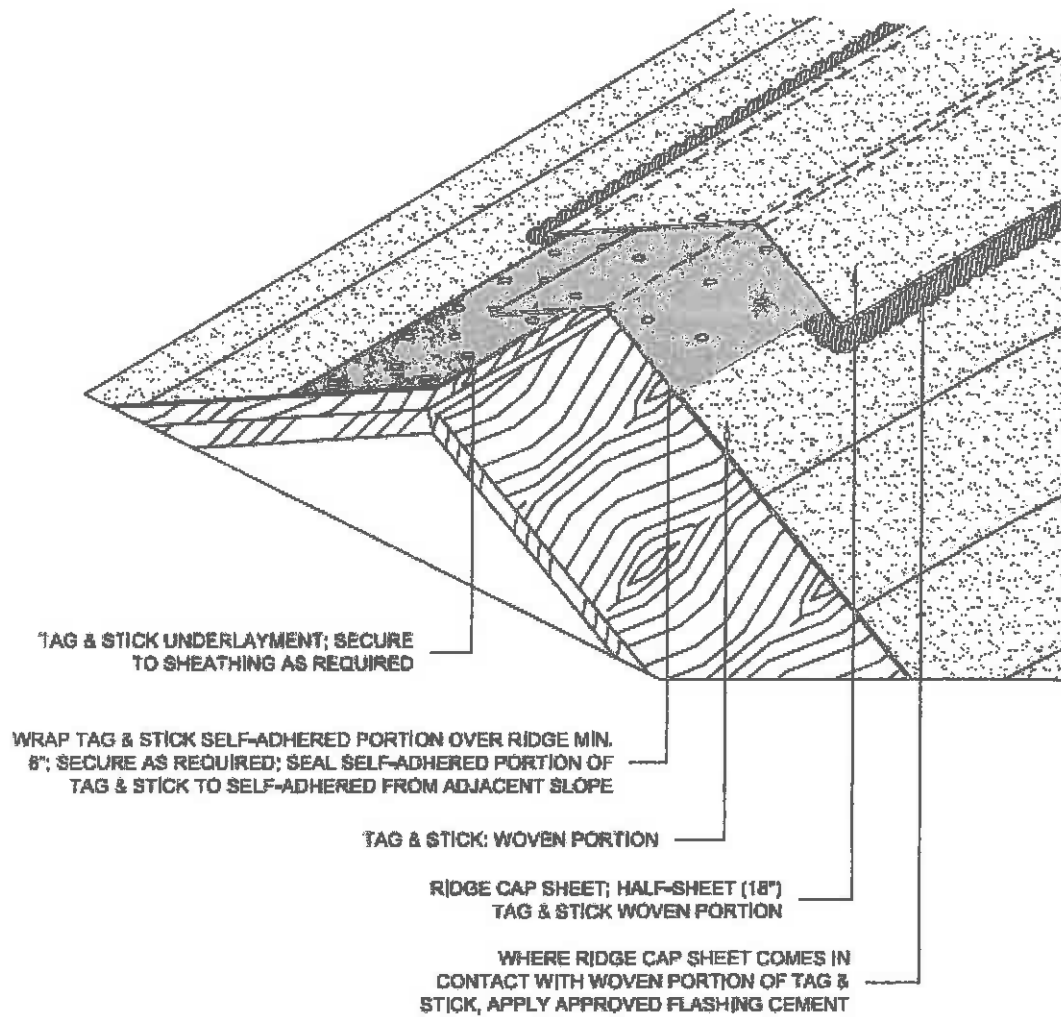
WALL STEP FLASHINGS (OPTIONS 1 AND 2)



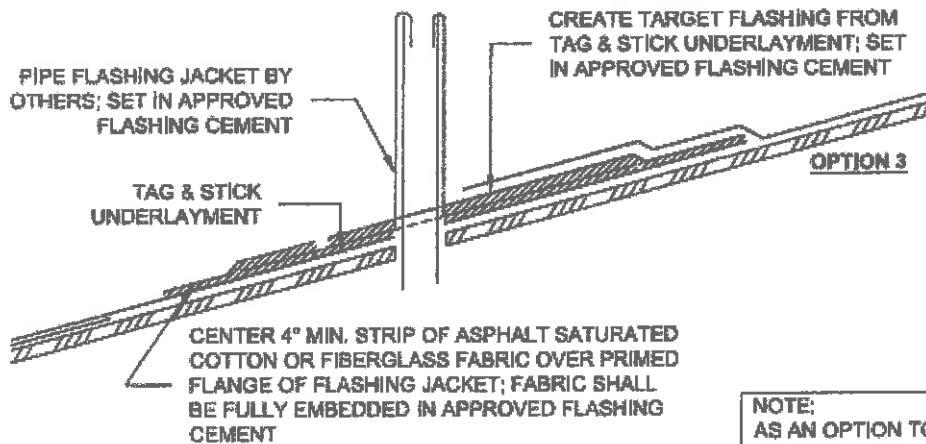
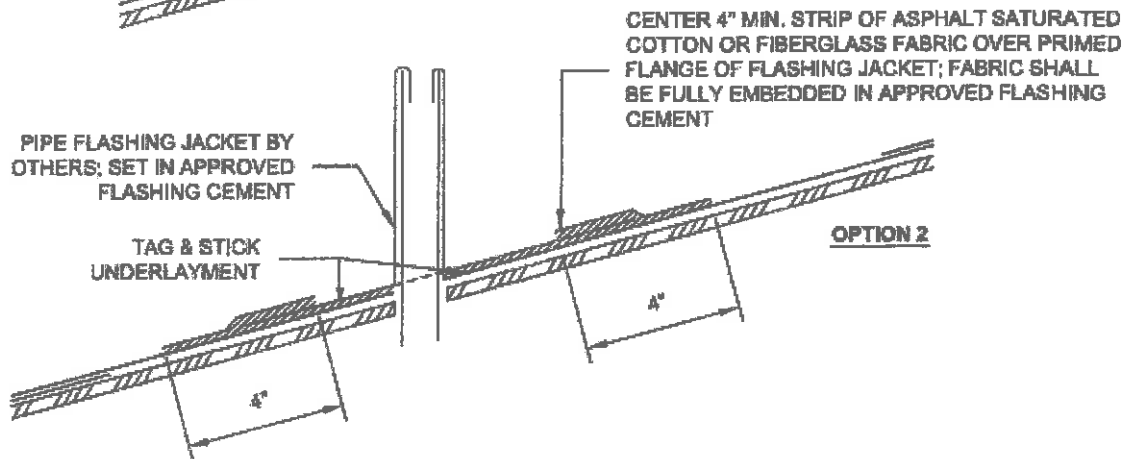
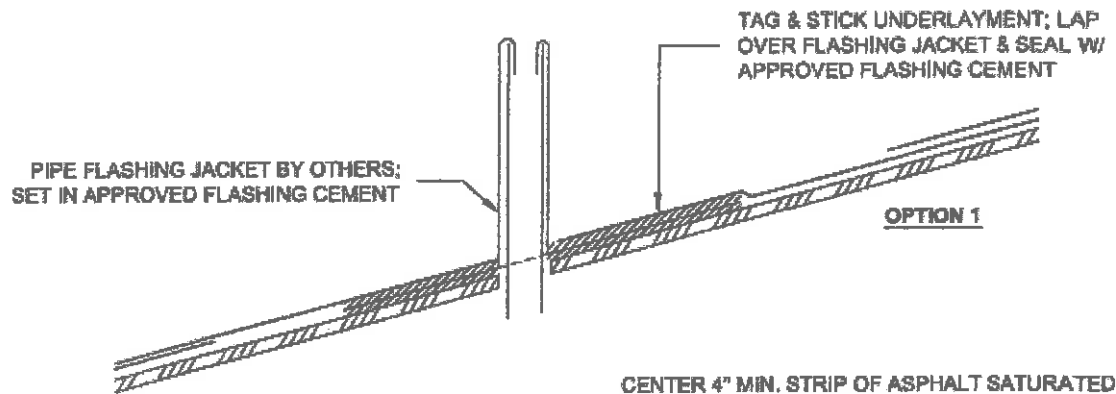
WALL STEP FLASHINGS – ALTERNATE (OPTIONS 1 AND 2)



RIDGE DETAIL



ROOF PENETRATIONS



NOTE:
AS AN OPTION TO FABRIC STRIP &
FLASHING CEMENT, A SELF-ADHERED
STRIPPING PLY OF COMPATIBLE
MATERIAL MAY BE USED

END OF THIS ACCEPTANCE

**COMPANY-PREPARED BALANCE SHEET
AS OF 12-31-2015****ASSETS****Current Assets:**

Cash in Bank	\$25,879	
Accounts Receivable	36,628	
Costs in Excess of Billings	<u>7,392</u>	
Total Current Assets		\$69,899

Property and Equipment

Property and Equipment	67,112	
Accumulated Depreciation	<u>(67,112)</u>	

Total Property and Equipment 0

Total Assets \$69,899

LIABILITIES AND STOCKHOLDERS' EQUITY**Current Liabilities:**

Accounts Payable	\$7,093	
Billings in Excess of Costs	<u>0</u>	
Total Current Liabilities		\$7,093

Stockholders' Equity:

Common Stock	500	
Paid in Capital	69,894	
Additional Paid in Capital	25,000	
Distributions	(70,500)	
Retained Earnings	28,556	
Income (Loss) for the Period	<u>9,356</u>	

Total Stockholders' Equity \$62,806

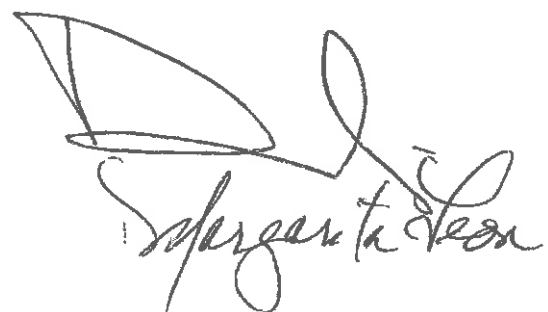
Total Liabilities and Stockholders' Equity \$69,899



1

**COMPANY-PREPARED STATEMENT OF REVENUES AND EXPENSES FOR THE
THREE MONTHS ENDED ON 12-31-2015**

---Year to Date---

Income**Revenues** **\$157,350****Total Income** **\$157,350****Cost of Sales****Job Costs** **94,410****Depreciation** **0****Permits and Fees** **6,294****Rental of Equipment** **1,416****Tools and Equipment** **1,325****Trash Disposal Fees** **1,180****Total Cost of Sales** **104,625****Gross Profit** **52,725****Operating Expenses****Auto Expenses** **7,878****Credit Card Charges** **212****Dues and Subscriptions** **350****Entertainment** **3,540****Insurance** **1,193****Licenses and Taxes** **1,101****Office Expenses** **1,356****Officer Compensation** **25,500****Telephone and Internet** **1,235****Uniforms** **217****Utilities** **787****Total Operating Expenses** **43,369****Income from Operations** **9,356****Net Income or (Loss)** **\$9,356**A handwritten signature in black ink, appearing to read "S. J. Garcia", is written over the bottom right portion of the financial statement.

Ocean Blue Contractors, Inc

7930 SW 126th Terrace
Pinecrest, Florida 33156
305.234.6065/305.389.5195

Project Name and Address**Description:**

Surfcomber Hotel
1717 Collins Avenue
Miami Beach, Florida 33139

City of Miami Beach violations remediation

Carol Perez
6446 NW 188th Lane
Hialeah, Florida 33015

Re-roof

Timothy Harrington
12725 SW 80 Ave
Pinecrest, Florida 33156

Re-roof

Ari-Val Investments LLC
3611 Ponce de Leon Boulevard
Coral Gables, Florida 33143

Paint and structural restoration

Josie Martinez
8500 SW 146 Street
Palmetto Bay, Florida 33158

Paint, replacement of doors and pavers

Norman Lee
8491 SW 147 Terrace
Palmetto Bay, Florida 33158

Re-roof

Ocean Blue Contractors, Inc

7930 SW 126th Terrace
Pinecrest, Florida 33156
305.234.6065/305.389.5195

SIMILAR PROJECTS**Project Name and Address****Description:**

Arbors Condominium
7700 SW 55 Ave
Miami Florida 33143
c/o Joanna Kay, LCAM
Community Association Manager
5805 Blue Lagoon Drive, Suite 310
Miami, FL 33126
305-562-0454

Re-roof of 12 two-story buildings

Exakt US LLC
21 W 49th Street
Hialeah Florida
Juan Milittello
305-469-2858

Re-roof of commercial building

Omega Credit Trust
8462 NW 166th Terrace
Miami Lakes, Florida
Steve Sussman
(354)559-9914

Re-roof of residential property

Rodolfo Perez-Jacome
942 W 64th Place
Hialeah, Florida 33012
305-384-8945

Re-roof of residential property

Ana Ortiz
17354 NW 62 Ct
Hialeah, Florida 33015
786-390-7952

Re-roof of residential property

Berta Echerri/Virginia Sanchez
1444 SW 17th Terrace
Miami, Florida 33145
305-798-3928

Re-roof of residential property

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: ☐ Roofing Concepts Unlimited/Florida, Inc.

NAME: ☐ Michael Jacobazzi

ADDRESS: ☐ 11820 NW 41st Street, Coral Springs, Fl. 33065

TELEPHONE NO.: ☐ 954-786-9350

FAX NO.: ☐ 954-786-9357

EMAIL ADDRESS: ☐ Michaelj@rcu-inc.com

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

The correct name of the Bidder is: ☐ Roofing Concepts Unlimited/Florida, Inc.

The address of the principal place of business is: ☐ 11820 NW 41st Street, Coral Springs, Fl. 33065

The business is a (Sole Proprietorship) ☐ (Partnership) ☐ (Corporation) ☒

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

- a. Date of Incorporation: ☐ 12/21/1992
- b. State of Incorporation: ☐ Florida
- c. President's Name: ☐ Michael Jacobazzi
- d. Vice President's Name: ☐ Anthony Jacobazzi
- e. Secretary's Name: ☐ Denise Jacobazzi
- f. Treasurer's Name: ☐ Denise Jacobazzi
- g. Name and address of Resident Agent: ☐ N/A

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

- a. Date of organization: ☐ N/A
- b. Name, address and ownership units of all partners: N/A
☐
- c. State whether general or limited partnership: ☐ N/A

4. If Bidder is other than an individual, corporation or partnership, describe the organization and

give the name and address of principals: N/A

☐]

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. None
6. How many years has your organization been in business under its present business name: ☐ 24 Years
- a. Under what other former names has your organization operated?
☐ None
7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.
☐ State of Florida Roofing Contractor #CCC036963
8. Have you personally inspected the site(s) of the proposed work? (Y) ☒ (N) ☐
9. Do you have a complete set of documents, including agenda? (Y) ☒ (N) ☐
10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
☐ No
11. Within the five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.
☐ No
12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).
☐ See Attached
13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).
☐ See Attached List of Key Individuals
14. State of name of Surety Company, which will be providing the bonds if any bonds are required by the Instructions to Bidder, and name, and address of agent:
☐ Alter Surety Group, Inc. 5979 NW 151st Street, #202, Mimai Lakes, FL 33014
Agent: David Satine
15. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.
☐ See Attached Partial Summary of Completed Projects



12. Partial Reference List for City of Plantation

*Wynmoor Village
2395 Wynmoor Road North
Coconut Creek, Fl. 33066
Attn: Jack Kubasek
954/ 978-2640
Project: Re-Roof's/Various Repairs*

*Palm Beach County
2633 Vista Parkway
West Palm Beach, Fl., 33411
Attn: William Munker
561/ 233-2065
Project: Re-Roof's/Various Repairs*

*City of Pembroke Pines
10100 Pines Blvd.
Pembroke Pines, Fl. 33026
954/ 214-8530
Attn: Steve Buckland
Project: Re-Roof's/Various Repairs*

16. Provide a list of work currently under contract.

☐ See Attached

17. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

☐ None

18. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

☐ None

19. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

☐ No

20. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

☐ No

21. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

☐ We own all necessary equipment needed to perform the work

22. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

☐ N/A

23. Please attach a copy of your latest financial statement.

Financials will be provided if requested upon award of contract.

Current List of work under contract for Roofing Concepts Unlimited as of 12/2016

Client	Dollar Value
Golden Lakes Village- 150-156 Lake Barbara	\$ 48,495.00
Golden Lakes Village- 125-131 Lake Anne	\$ 61,480.00
Golden Lakes Village- 157-163 Lake Anne	\$ 61,480.00
Golden Lakes Village - 409-417 Lake Helen	\$ 79,750.00
Golden Lakes Village - 109-113 Lake Helen	\$ 50,010.00
Golden Lakes Village- 225-239 Golden River	\$ 58,205.00
Golden Lakes Village - 109-115 Lake Irene	\$ 58,205.00
Golden Lakes Village- Lake Irene Laundry	\$ 11,482.00
Golden Lakes Village- Lake Barbera Laundry	\$ 11,482.00
Golden Lakes Village-145-147 Lake Francis	\$ 42,600.00
Golden Lakes Village- 201-211 Lake Francis	\$ 54,230.00
Golden Lakes Village- 221-231 Lake Francis	\$ 54,230.00
Golden Lakes Village-233-243 Lake Francis	\$ 52,450.00
Golden Lakes Village- 224-238 Lake Francis	\$ 58,150.00
Golden Lakes Village- 240 Lake Francis	\$ 24,075.00
Golden Lakes Village- 328-330 Lake Francis	\$ 42,600.00
Golden Lakes Village- 364-374 Lake Francis	\$ 52,450.00
Golden Lakes Village- 332-346 Lake Francis	\$ 58,150.00
Golden Lakes Village- 401-411 Lake Francis	\$ 52,450.00
Golden Lakes Village- 348-350 Lake Francis	\$ 42,600.00
Golden Lakes Village- 156-166 Lake Dora	\$ 54,230.00
Golden Lakes Village- 117-131 Lake Dora	\$ 58,150.00
Golden Lakes Village- 133-135 Lake Dora	\$ 42,600.00
Wynmoor Village-2303 Lucaya	\$ 194,550.00
Wynmoor Village-2304 Lucaya	\$ 184,010.00
Wynmoor Village-Abaco Pool House	\$ 186,500.00
FDOT-District 4 Headquarters	\$ 348,740.00
PWI-Ritz Carlton Restarurant	\$ 63,500.00
COFL Properies-Tires Plus	\$ 63,800.00
Jupiter Medical Center	\$ 191,740.00
Pinecrest-Stacey Auditorium	\$ 110,985.00
TOTALS	\$ 2,472,379.00

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

Michael Jacobazzi - Pres.
Signature

State of Florida

County of Broward

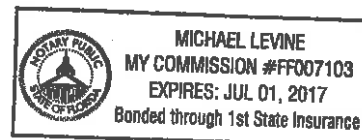
The foregoing instrument was acknowledged before me this 19th day of December, 20 16 by Michael Jacobazzi, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal,

NOTARY PUBLIC

Michael Levine

Michael Levine
(NAME of Notary Public: Print,
Stamp or Type as Commissioned)



[97]9001-14001

Exhibit A
To Qualification Statement

LITIGATION HISTORY FORM

[ITB 038-16]

NAME OF RESPONDENT: Roofing Concepts Unlimited/Florida, Inc.- There is no Litigation

Party:	Respondent is <u>Plaintiff</u> : Yes [] No [] <u>Defendant</u> : Yes [] No []
Case Name:	
Case Number:	
Date Filed:	
Name of Court or other Tribunal	
Type of Case:	Civil [] Administrative/Regulatory [] Criminal [] Bankruptcy []
Claim or Cause of Action and Brief Description of each Count:	
Brief description of the Subject Matter and Project Involved:	
Disposition of Case:	Pending [] Settled [] Dismissed [] Judgment Respondent's Favor [] Judgment Against Respondent [] If Judgment Against, is Judgment Satisfied? Yes [] No []
(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	
Opposing Counsel:	Name: Email: Phone Number:

[101]9001-14001

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

Contractor: Roofing Concepts Unlimited/Florida, Inc.

By (sign): Michael Jacobazzi - Pres.

Print Name: Michael Jacobazzi

STATE OF Florida)
COUNTY OF Broward)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Michael Jacobazzi, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

19th WITNESS my hand and official seal in the County and State last aforesaid this day of December, 20 16.

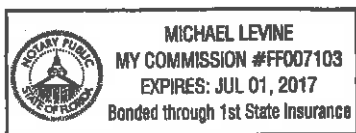
Notary Public, State of Florida

Sign: Michael Levine

Print: Michael Levine

My Commission Expires: 7/1/17

[29]9001-14001



STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

TO BE RETURNED WITH BID

Preference must be given to CONTRACTORS submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.


Signature

Michael Jacobazzi
Printed Name

Roofing Concepts Unlimited/Florida, Inc.
Company Name

12/20/16
Date

[27]9001-14001

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS

- Page 1 of 2

entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[(Signature) Michael G. Levine]
[(Date) 12-19-16]

STATE OF FLORIDA

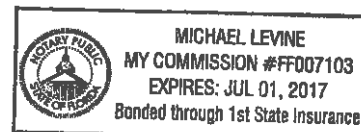
COUNTY OF BROWARD COUNTY

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____, who, after first being sworn by me, affixed his/her signature in the space provided above on this 19th day of December, 20 16.

Michael Levine
(Notary Public)

My Commission Expires: 7/1/17

(seal)



[71]9001-14001

NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the Bidder certifies that this bid is made independently and free from collusion.

Bidder shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer or director or, or has a material interest in, the Bidder's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Bidder, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the Bidder does not indicate any names, the City shall interpret this to mean that the Bidder has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

Witnesses:

Cherie Apuzzo
Typed name:

Phillip Brearey
Typed name:

Bidder Roofing Concepts Unlimited/Florida, Inc.

By: Michael Jacobazzi - Pres.
Name: Michael Jacobazzi

Title: President

STATE OF Florida)
COUNTY OF Broward)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Michael Jacobazzi - President, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of December, 20 16.

Notary Public, State of Florida

Sign: Michael Levine

Print: Michael Levine

My Commission Expires: 7/1/17



RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A CORPORATION

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this 19th
day of December, 2016.

Roofing Concepts Unlimited/Florida, Inc.

Printed Name of Corporation

Florida

Printed State of Incorporation

By:

Michael Jacobazzi - Pres.
Signature of President or other authorized officer

(CORPORATE SEAL)

ATTEST

By

Michael Jacobazzi
Secretary

Printed Name of President or other authorized officer

11820 NW 41st Street

Address of Corporation

Coral Springs, Fl. 33065

City/State/Zip

954-786-9350

Business Phone Number

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 19th day of December,
2016, by Michael Jacobazzi (Name), President (Title) of
Roofing Concepts Unlimited/Florida, Inc. (Name of Company) on behalf of the
corporation, who is personally known to me or who has produced _____ as
identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Michael Levine
NOTARY PUBLIC



Michael Levine

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

SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed construction site located at 401 NW 70 Terrace, Plantation, FL 33317 and hereby have accepted the existing site conditions.



Authorized Representative

Roofing Concepts Unlimited/Florida, Inc.
Company

12/8/16
Date

Failure to attest to the above may be grounds for rejection of proposal.

[50]9001-14001

TO BE RETURNED WITH BID

Cooperation with the Broward County Office of Inspector General

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:

Cherie Apuzzo
Name: Cherie Apuzzo

P. Brearey
Name: Phillip Brearey

By: Michael Jacobazzi - Pres.
Name: Michael Jacobazzi
Title: President

****Please Note This is N/A****

Local Business Certification Form

The undersigned affirms as true, under penalties of perjury, as follows:

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of City of Plantation Ordinance Number 2437, § 1 which codified Section 2-227 of the City Code.

Pursuant to Section 255.0991, 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 this competitive solicitation, Section 2-227 of the City Code **shall not** apply.

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such business is a Local Business as defined by the Code.

The undersigned claims qualification in the event that the Local Business Preference applies to this procurement and the business is determined to be a Qualified Local Business as defined by the Code. ****Please Note: This is N/A but we are located in Broward County****

Dated: 12.19.16

Signed: Michael Jacobazzi - Pres.

Printed Name of Signor: Michael Jacobazzi

Title of Signor: President

Name of Firm: Roofing Concepts Unlimited/Florida, Inc.

BID BOND

Bond No. 8991

CONTRACTOR:

Name Roofing Concepts Unlimited/Florida, Inc.
Legal status Corporation
Address 11820 N.W. 41st Street
Coral Springs, FL. 33067

SURETY:

Name United States Fire Insurance Company
Legal status Corporation
Principal place of business 305 Madison Avenue, Morristown, NJ 07962

OWNER:

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: \$ 5% of Amount Bid
Five Percent of Amount

PROJECT:

Development Services Building Roof Replacement 401 NW 70 Terrace, Plantation, FL 33317, ITB 038-16,
City project # 17-02

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the Owner shall accept the Bid of the Contractor and the Contractor shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the Owner, and furnish insurance coverages to Owner as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the Owner immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the Owner may accept the Bid of the Contractor and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Contractor's allegation that its entering into the contract was prevented or frustrated by the Owner, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 20th , 20 16 .

Roofing Concepts Unlimited/Florida, Inc.

(Name of Contractor)

By: 

(As Attorney in Fact)

David F. Satine

United States Fire Insurance Company

(Name of Surety)

[156]09001-14001

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00952429516

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Warren M. Alter, David T. Satine

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Eleven Million Dollars, (\$11,000,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2017.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Stimowicz

Anthony R. Stimowicz, Senior Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala
Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20 day of December 2016.

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

REVISED BID FORM

CITY OF PLANTATION

Bid of Bidder Roofing Concepts Unnlmited/Florida, Inc.

Address 11820 NW 41st Street, Coral Springs, Fl. 33065

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

PROJECT NAME: Development Services Building Roof Placement, City Project 17-02
ITB No. 038-16

City of Plantation

TO: City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

The Undersigned Bidder proposes and agrees if this bid is accepted, to enter an agreement with the OWNER to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This bid will remain open for thirty days after the day of Bid Opening. Bidder will sign the agreement and submit the contract security and other documents required by the Contract Documents within 15 days after the date of Owner's Notice to Award.

In submitting this bid, Bidder represents as more fully set forth in the Agreement, that:

- A. Bidder has examined copies of all the Contract Documents and of the following Addenda:
(if any addenda have been issued)

DATE:
12/14/2016

ADDENDA NUMBER:
#1

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instruction to Bidder.

- B. Bidder has examined the site and locality where the work is to be performed, the legal requirements Federal, State and Local Laws, Ordinances, Rules and Regulations) and the

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director



CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

ADDENDUM No. 1

ITB No. 038-16

Development Services Building Roof Replacement

City of Plantation

DATE OF ADDENDUM: December 14, 2016

TO ALL PROSPECTIVE BIDDERS:

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for ITB No. 038-16.

1. The City has identified existing wood fascia that will require replacement. Bid proposal form has been revised to include a line item for removal and replacement of fascia. Fascia replacement shall match existing conditions. Revised bid proposal form is attached.
2. Contractor will be able to access the east side of the building on Saturday only. During normal business hours, the Contractor shall access the building from the west parking lot.
3. Contractor shall be responsible to remove and dispose of rain gutters. City will replace gutters separately.
4. When can we have access to the plans for the roof replacement? Are you guys going to send it over email or do we have to pick it up at the City Hall?

Response: The Development Services Building plans are attached.

5. Can you tell me if the city has an estimated budget and if so what it is for this project?

Response: Roof replacement was approved in the FY2017 budget for the amount of \$185,000.00.

Bid shall be stamped on or before December 20, 2016, 11:00 A.M. by the City Clerk, City of Plantation, 400 NW 73rd Avenue, Plantation FL. 33317.

All other terms, conditions and specifications remain unchanged for ITB No. 038-16.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

COMPANY NAME: Roofing Concepts Unlimited/Florida, Inc.

conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

- C. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
- D. BIDDER shall complete the Work for the following price. It is the OWNER'S intent to award a contract based upon the total base bid or alternate bid amount.

BASE BID:

- 1a. Remove existing roofing system and replace with Entegra Roof Tile – Plantation profile – Cedar Tan, Black & Brown Antique, Sealed, Slate Like, product id F-CDTN-CD-Y-SL-15 or approved equal with 30/90 hot mop underlayment system. \$ 186,500.00
- 1b. Remove and replace damaged plywood decking.
Estimated quantity 640 SF x unit cost \$ 3.50 \$ 2,240.00
- 1c. Remove and replace fascia
Estimated quantity 50 LF x unit cost \$ 3.50 \$ 175.00
- 1d. Project Contingency \$ 2,500.00
- TOTAL BASE BID (items 1a, 1b, 1c, and 1d.)** \$ 191,415.00

Written: One Hundred Ninety One Thousand Four Hundred Fifteen Dollars

ALTERNATE BID:

- 2a. Remove existing roofing system and replace with Entegra Roof Tile – Plantation profile – Cedar Tan, Black & Brown Antique, Sealed, Slate Like, product id F-CDTN-CD-Y-SL-15 or approved equal with Tag & Stick underlayment system as manufactured by Entegra or approved equal. \$ N/A
- 2b. Remove/replace damaged plywood decking.
Estimated quantity 640 SF x unit cost \$ N/A \$ N/A
- 2c. Remove and replace fascia
Estimated quantity 50 LF x unit cost \$ N/A \$ N/A
- 2c. Project Contingency \$ 2,500.00
- TOTAL ALTERNATE BID (items 2a, 2b, 2c, and 2d.)** \$ N/A

Written: N/A

Bidder agrees that the Work will be completed within the time identified in the Agreement after the date when the Contract time commences to run as provided in Paragraph 2.3 of the General Conditions (Notice to Proceed).

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

Communications concerning this Bid shall be addressed to the address of Respondent indicated below.

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

The undersigned also agrees as follows:

First: to do any extra work not covered by the foregoing Schedule of Price which may be ordered by the OWNER, and to accept as full compensation therefore, such prices may be agreed upon in writing by the OWNER and the BIDDER pursuant to the applicable provisions of the General Conditions.

Second: Within fifteen days from the "Notice of Award", of this bid, to execute the Contract and to furnish to the OWNER a satisfactory Performance Bond in the approved City form, guaranteeing the faithful performance of the Work and payment of bills, the BIDDER to pay for said bond.

Third: To begin work on the date specified in the "Notice to Proceed". Accompanying this bid is a certified check, cashier's check or Bid Bond for 5% of Bid payable to the City of Plantation which is to be forfeited if, in the event that this Bid is accepted, the undersigned shall fail to execute the contract and furnish satisfactory Contract Security under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or Bid Bond is to be returned as provided herein.

SUBMITTED ON: December 19, 20 16

SIGNATURE OF BIDDER: Michael Sandoz - Pres

TITLE (if any): President

ADDRESS: 11820 NW 41st Street, Coral Springs, Fl. 33065

Incorporated under the laws of the State of Florida.



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

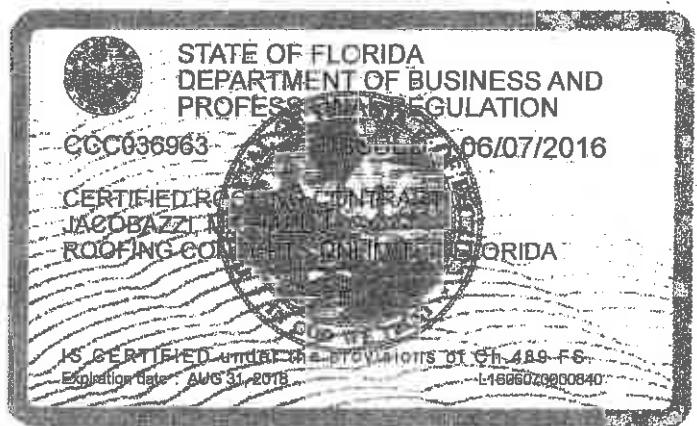
(850) 487-1395

**JACOBACCI, MICHAEL J
ROOFING CONCEPTS UNLIMITED/FLORIDA INC
11820 NW 41ST STREET
CORAL SPRINGS FL 33065**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

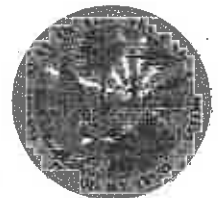
KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CCC036963	

The **ROOFING CONTRACTOR**
Named below IS **CERTIFIED**
Under the provisions of Chapter 489 FS.
Expiration date: **AUG 31, 2018**

**JACOBACCI, MICHAEL J
ROOFING CONCEPTS UNLIMITED/FLORIDA INC
11820 NW 41ST STREET
CORAL SPRINGS FL 33065**



ISSUED: 06/07/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606070000840

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000

VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

DBA:
Business Name: ROOFING CONCEPT UNLIMITED FLORIDA
INC

Receipt #: 185-1540
Business Type: ROOFING/SHEET METAL CONTRACTOR
(ROOFING CONTRACTOR)

Owner Name: MICHAEL J JACOBBAZZI /QUAL
Business Location: 11820 NW 41 ST
CORAL SPRINGS
Business Phone: 954-786-9350

Business Opened: 12/01/1992
State/County/Cert/Reg: CCC036963
Exemption Code:

Rooms

Seats

Employees
35

Machines

Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
108.00	0.00	0.00	0.00	0.00	0.00	108.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

ROOFING CONCEPT UNLIMITED FLORIDA
11820 NW 41 ST
CORAL SPRINGS, FL 33065

Receipt # 04B-15-00007377
Paid 08/10/2016 108.00

2016 - 2017

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT



LOCAL BUSINESS TAX RECEIPTS

Business Tax Office
9551 West Sample Road
Coral Springs, FL 33065

Location Address:
11820 NW 41 ST

Other Information:

Local Business Tax for:

ROOFING CONCEPTS UNLIMITED/FL

Is hereby allowed to engage in business or occupation of:

CONTRACTOR, ROOFING

ROOFING CONCEPTS UNLIMITED/FL
11820 NW 41 ST
CORAL SPRINGS, FL 33065

Payment Date: 10/19/2016
Amount Paid: \$132.30
Business Tax# 54425

Expiration Date: 9/30/2017

***** VALIDATED *****
CITY OF CORAL SPRINGS
BUSINESS TAX OFFICE

** DETACH AND POST THIS BUSINESS TAX RECEIPT IN A CONSPICUOUS PLACE **

**ALL WINDOW SIGNS SHALL COMPLY
TO LAND DEVELOPMENT CODE
CHAPTER 18**



State of Florida

Department of State

I certify from the records of this office that ROOFING CONCEPTS UNLIMITED/FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on December 21, 1992.

The document number of this corporation is P92000014088.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on March 7, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of March, 2016*



Ken Dietz
Secretary of State

Tracking Number: CC9311301912

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



www.altersurety.com

April 6, 2015

Re: ROOFING CONCEPTS UNLIMITED/FLORIDA, INC.

To whom it may concern,

This is to advise you that our office provides Bid, Performance, and Payment Bonds for ROOFING CONCEPTS UNLIMITED/FLORIDA, INC. Their surety is **ENDURANCE REINSURANCE CORPORATION OF AMERICA**, which carries an A.M. Best rating of A XV. They are listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we anticipate providing Performance and Payment Bonds for single size jobs in the \$1,500,000 range and \$5,000,000 in the aggregate. These amounts should not be construed as a limit but rather a guide to handle their day-to-day needs. We obviously reserve the right to review all contractual documents, bond forms, and obtain satisfactory evidence of funding prior to final commitment to issue any bonds.

ROOFING CONCEPTS UNLIMITED/FLORIDA, INC. is an excellent contractor and we hold them in the utmost highest regard. Obviously, we feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call.

Sincerely,

David Satine
Surety Bond Specialist



Robert P. Foote, President
Frank H. Furman, Inc.
1314 E. Atlantic Blvd.
Pompano Beach, FL. 33060
Main: 954.943.5050
Toll Free 800.344.4838
Mobile: 954.609.0820
Rob@furmaninsurance.com

September 14, 2015



LETTER OF RECOMMENDATION
Roofing Concepts Unlimited
11820 NW 41st
Coral Springs, FL 33065

To Whom It May Concern:

We are pleased to be the insurance advisors for the Roofing Concepts Unlimited for more than 20 years.

It comes with great pride and pleasure to communicate the strength of the insurance protection and stellar Workers' Compensation Experience Modification that comes with an exceptional safety regime this company maintains.

Roofing Concepts Unlimited has a comprehensive insurance coverage to protect their clients for covered bodily injury and property damage claims that may occur as a result of their operations.

Insurance coverage for Roofing Concepts Unlimited includes:

- **COMMERCIAL GENERAL LIABILITY** – Roofing Concepts Unlimited has protection with an "A" rated A.M. Best (Excellent) General Liability insurer. It should be noted there are no restrictions on the type of roofing work that is covered under their commercial General Liability including coverage (subject to policy terms/conditions) for:
 - ◆ Torch work
 - ◆ Hot work
 - ◆ Unlimited height coverage
 - ◆ Water damage protection
- **ONE (1) MILLION - COMMERCIAL AUTOMOBILE** – Roofing Concepts Unlimited has secured a \$1M limit of liability on their commercial automobile policy to protect you, their client, on projects where they are performing their operations. In addition, Roofing Concepts Unlimited has invested in a hired and non-owned automobile coverage in the event one of their employees uses their own vehicle or Roofing Concepts Unlimited engages another firm for carting or hauling. With Roofing Concepts Unlimited \$1M limits of liability, with an "A" rated A.M. Best (Excellent) insurer.

- **FIVE (5) MILLION - UMBRELLA** – Roofing Concepts Unlimited secured a \$5M Umbrella protection, which provides additional coverage over the General Liability, over the Commercial Automobile, and over the Workers' Compensation programs.

- **WORKERS' COMPENSATION – Experience Modification** – Roofing Concepts Unlimited has achieved an exceptional Workers' Compensation rating of .69 which is 31 points better than the industry average. This experience rating is a direct result of the company's desire to promote a culture that places great emphasis on the safety of its employees.

Roofing Concepts Unlimited has made a significant investment in Umbrella liability protection for those unforeseen bodily injury or property damage claims that may occur on your jobsite. By providing this high level of protection, it confirms to their clients, that they are a responsible roofing professional.

We appreciate you considering the above when selecting your roofing professional of choice. The very solid level of insurance protection places Roofing Concepts Unlimited at the top of the roofing profession and considered by many to be a tier ONE roofing contractor in the tri-county area.

Sincerely,



Robert P. Foote, CPCU, ARM, CRIS, AFSB
President
rob@furmaninsurance.com

RPF/mm



**Facilities Development &
Operations Department
Capital Improvements Division**

2633 Vista Parkway
West Palm Beach, FL 33411-5604
(561) 233-0260
FAX: (561) 233-0270
www.pbcgov.com/ffd/cid



**Palm Beach County
Board of County
Commissioners**

Steven L. Abrams, Chairman

Priscilla A. Taylor, Vice Chair

Hal R. Valeche

Paulette Burdick

Shelley Vana

Mary Lou Berger

Jess R. Santamaria

County Administrator

Robert Weisman

*"An Equal Opportunity
Affirmative Action Employer"*



printed on recycled paper

February 25, 2014

To Whom It May Concern:

Palm Beach County has been doing work with Roofing Concepts Unlimited/Florida, Inc. for many years. Over the years, they have replaced and repaired many different types and sizes of roofs on our commercial buildings.

Roofing Concepts Unlimited is a licensed and insured company. They have been dependable, and reliable for our projects.

I would recommend them for any size and type of roofing and repair projects. Please feel free to contact me if you have any questions

Sincerely,

A handwritten signature in dark ink, appearing to read "Darrell Lange".

Darrell Lange, Manager
Procurement & Project Implementation Group
Palm Beach County - Capital Improvements Division



Roofing Concepts Unlimited Earns the 2016 Firestone Building Products Partner in Quality Award

Firestone Building Products Honors Local Firm for Roofing System Installation Excellence

CORAL SPRINGS, Fla. (June 22, 2016) – Firestone Building Products Company, LLC, a leading manufacturer and supplier of a comprehensive “Roots to Rooftops” product portfolio, presented Roofing Concepts Unlimited with the 2016 Partner in Quality Award. The Coral Springs firm is among only 133 Firestone Building Products Red Shield™ Licensed Roofing Contractors in the United States, Canada and Mexico achieving the esteemed honor.

Firestone Building Products Red Shield Licensed Roofing Contractors are required to complete extensive product installation training and their work must meet Quality Incidence Rating (QIR) criteria. QIR measures each contractor’s performance based on the number of warranty repair incidences per million square feet.

Projects are backed by the Firestone Building Products Red Shield™ Warranty as a testament to each contractor’s skill and attention to detail. Warranty terms can range from five to 30 years, depending on the commercial roofing system. All 2016 Partner in Quality Award winners were required to:

- Install a minimum of eight warranted roofs in 2014 and 2015, and four warranted roofs per year for each of the prior three years
- Maintain at least 1 million square feet of Firestone Building Products roofs under warranty
- Achieve an annual Firestone Building Products Quality Incidence Rating (QIR) of 1.0 or less

“Our Firestone Building Products Red Shield Licensed Roofing Contractors are among the most elite in the business,” said Tim Dunn, president of Firestone Building Products. “In addition to the number of warranted jobs these contractors have completed, they have proven their commitment to excellence, exemplary attention to detail and craftsmanship. We are proud to honor them with the prestigious Partner in Quality Award.”

To learn more about Roofing Concepts Unlimited, please call 954-341-6777 or email MichaelJ@rcu-inc.com. You may also visit www.rcu-inc.com.

About Firestone Building Products Company, LLC (www.firestonebpc.com):

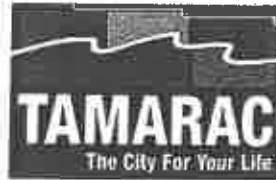
Firestone Building Products Company, LLC is a leading manufacturer and supplier of a comprehensive “Roots to Rooftops” product portfolio for commercial building performance solutions. By taking the entire building envelope into consideration, Firestone Building Products meets individual customer and project needs for roofing, wall and lining solutions. Headquartered in Indianapolis, Indiana, the company also offers outstanding technical services, an international network of roofing contractors, distributors and field sales representatives, and superior warranty protection. Products include: commercial roofing systems, roofing accessories, green roofing systems and daylighting systems, vegetative roofing systems, metal wall panels, insulation, cavity wall construction, pond liners and geomembranes.

Contact:

Kelly Bradley
CBD Marketing
312-661-1050
kbradley@cbdmarketing.com

Rachel James
CBD Marketing
312-661-1050
rjames@cbdmarketing.com

**PUBLIC WORKS
DEPARTMENT**



February 25, 2014

To Whom It May Concern:

The City of Tamarac has been doing work with Roofing Concepts Unlimited/Florida, Inc. for 6 years. Over the years, they have replaced and repaired many different types of roofs on our commercial buildings.

Roofing Concepts Unlimited is a licensed and insured company. They are a dependable and reliable company.

I would recommend them for any size and type of roofing and repair projects. Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Bill Lewis".

Bill Lewis

PW Superintendent

City Of Tamarac

"Committed to Excellence...Always."



February 2, 2016

Roofing Concepts Unlimited
11820 NW 41st Street
Coral Springs, FL 33065

Attention: Michael Jacobazzi
President

Dear Mr. Jacobazzi:

On behalf of a grateful community, please accept this letter as a sincere thank you for the immediate efforts put forth by your organization in the aftermath of last week's tornado.

The emergency response afforded to our community was nothing short of remarkable and we are certain that had it not been for your dedication and true professionalism Wynmoor would have suffered a greater loss from the damaging effects of this incredible storm.

We are indeed, extremely fortunate to maintain such good and rewarding relationships with our valued contractors and we look forward to continuing on this path for many years to come.

Thank you again for going above and beyond in our time of real need.

Sincerely,



Bruce Bandler
Administrator



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2016

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

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

PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061		CONTACT NAME: Cheryl Stipp PHONE (A/C No. Ext): (954) 943-5050 FAX (A/C No): (954) 943-5417 E-MAIL ADDRESS: cheryl@furmaninsurance.com															
INSURED Roofing Concepts Unlimited/FL Inc. Roof Doctors South Florida Inc 11820 NW 41 Street Coral Springs FL 33065		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Indian Harbor Insurance Co</td><td>36940</td></tr><tr><td>INSURER B: Travelers Casualty Ins Co of</td><td>19046</td></tr><tr><td>INSURER C: American Guarantee & Liability Ins</td><td>26247</td></tr><tr><td>INSURER D: Bridgefield Employers Ins Co</td><td>10701</td></tr><tr><td>INSURER E: Ohio Security Insurance Co</td><td>24082</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Indian Harbor Insurance Co	36940	INSURER B: Travelers Casualty Ins Co of	19046	INSURER C: American Guarantee & Liability Ins	26247	INSURER D: Bridgefield Employers Ins Co	10701	INSURER E: Ohio Security Insurance Co	24082	INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BSG300036602	5/21/2016	5/21/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Contractual & XCU						MED EXP (Any one person) \$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA5B042855	3/29/2016	3/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						\$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AUC017855201	5/21/2016	5/21/2017	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	83025385	8/24/2016	8/24/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: ITB #038-16 Development Services Building Roof Replacement, Project #17-02.

The City of Plantation is named as Additional Insured as respects to General Liability and Automobile Liability when required by written contract. The General Liability Insurance is primary and non-contributory. Waiver of Subrogation in favor of the City of Plantation as respects to General Liability and Automobile Liability when required by written contract. Waivers of Subrogation in favor of the City of Plantation as respects to General Liability and Automobile Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Plantation
City Hall
Procurement Division
400 NW 73rd Avenue
Plantation, FL 33317

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/JC

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ENDORSEMENT #003

This endorsement, effective 12:01 a.m., May 21, 2016 forms a part of Policy N EGS300036602 issued to ROOFING CONCEPTS UNLIMITED/FLORIDA INC. by Indian Harbor Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT
(WITH TOTAL AGGREGATE LIMIT FOR ALL DESIGNATED
CONSTRUCTION PROJECT(S))**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

ALL PROJECTS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**, and for all medical expenses caused by accidents under **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds,
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**, and for all medical expenses caused by accidents under **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.
- F. Notwithstanding the foregoing or any other provision of this policy or any endorsement attached thereto, the most we will pay under the Designated Construction Project General Aggregate Limit for all Designated Construction Projects combined is \$5,000,000.

All other terms and conditions of this policy remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT SIGNED BY BOTH PARTIES PRIOR TO LOSS	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: ESG300036602

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT SIGNED BY BOTH PARTIES PRIOR TO LOSS	ALL LOCATIONS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

ENDORSEMENT #006

This endorsement, effective 12 01 a.m., May 21 2016 forms a part of Policy No ESG300036602 issued to ROOFING CONCEPTS UNLIMITED/FLORIDA INC. by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY WORDING (AS REQUIRED
BY WRITTEN CONTRACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following additional provisions apply to any person or entity added as an additional insured by endorsement to this policy:

1. Solely to the extent required by a written contract which the Named Insured enters into prior to an "occurrence" or offense for which the additional insured is provided coverage under this policy:
 - a. This policy shall apply as primary insurance in relation to any other policy issued to that additional insured.
 - b. Any insurance or self insurance maintained by the additional insured shall be excess of the insurance afforded to the additional insured by this policy and shall not contribute to it.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, is modified to the extent it is inconsistent with this endorsement.

2. In no event shall this Endorsement be construed as increasing the limits of insurance set forth in the Declarations page or altering the rules which fix the most we will pay set forth in **SECTION III – LIMITS OF INSURANCE.**
3. Notwithstanding any other provision of this policy or any endorsement attached thereto, no coverage shall be afforded under this policy for any loss, cost or expense arising out of the sole negligence of any additional insured or any person or organization acting on behalf of any additional insured.

All other terms and conditions of this policy remain unchanged.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization: AS REQUIRED BY WRITTEN CONTRACT SIGNED BY BOTH PARTIES PRIOR TO LOSS</p>
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<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy Number: BAS1656476840

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT INCLUDES:

Coverage	Description
Broad Form Insured	Covers, with limitations, all legally incorporated entities of which the insured owns more than a 50% interest.
Employees as Insureds	Provides excess non-owner liability coverage to cover the individual liability of employees using their own autos in the insured's business.
Additional Insured By Contract, Agreement or Permit	Includes as an insured any person or organization with whom the insured has agreed, by written contract, agreement or permit to provide insurance such as is afforded under this policy.
Supplementary Payments	Increases bail bonds to \$3000 and loss of earnings to \$500 per day.
Amended Fellow Employee Exclusion	Amends the Fellow Employee Exclusion to extend to Bodily Injury resulting from the use of a covered auto.
Hired Auto Physical Damage	Provides excess physical damage coverage for owned autos to autos rented or hired by the insured if hired autos are covered for liability up to the smallest of \$50,000, ACV or RC, subject to largest deductible applicable to any owned auto to maximum of \$750 per accident.
Towing and Labor	Provides towing and labor up to \$50 per disablement for private passenger autos and light weight trucks; up to \$150 per disablement for medium weight trucks.
Physical Damage Additional Transportation Expense Coverage	Increase coverage for temporary transportation expense up to \$50 per day (\$1500 total) if a covered auto is stolen.
Rental Reimbursement	Provides up to \$75 per day for rental reimbursement because of an accident or loss to an auto with Physical Damage coverage and up to \$500 for expenses incurred to remove and replace tools and equipment from the covered auto.
Extra Expense - Broadened Coverage	Covers up to \$1000 for the expense of returning to the insured a stolen covered auto.
Personal Effects Coverage	Provides coverage up to \$600 for personal effects if stolen with a covered auto.
Accidental Airbag Deployment	Provides Excess Coverage to reset or replace an airbag that inflates accidentally if the auto is covered for comprehensive or collision coverage.
Audio, Visual and Data Electronic Equipment Coverage	Covers permanently installed electronic equipment that receives or transmits audio, visual or data signals. \$100 deductible applies to equipment or accessories used with this equipment.
Loan/Lease Gap Coverage	Pays the outstanding balance of a lease, if it exceeds the actual cash value of the auto and the loss is a total loss.
Glass Repair - Waiver of Deductible	Waives the deductible if the glass is repaired instead of replaced.
Parked Auto Collision Coverage (Waiver of Deductible)	The Collision Deductible doesn't apply to private passenger autos or light trucks while in the charge of an insured, legally parked and unoccupied.
Unintentional Failure to Disclose Hazards	Clarifies that the insured's failure to disclose all hazards or exposures will not affect coverage unless the failure was intentional.
Amended Duties in the Event of Accident, Claim, Suit or Loss	Clarifies that the insured's duty to notify us of a loss does not begin until the loss is known to the insured.
Waiver of Transfer of Rights of Recovery Against Others to Us	Clarifies if any person or organization to or for whom we make payment has waived their rights of recovery before an accident or loss, our rights are waived also.
Hired Auto Coverage Territory	Territory for autos hired 30 days or less is extended to anywhere in the world.
Bodily Injury Redefined	Redefines bodily injury to mean physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.
Extended Cancellation Condition	Provides at least 60 days' time in which to replace coverage if cancellation is for any reason other than nonpayment.

* This summary contains highlights only and is subject to change. The specific terms of coverage, exclusions, and limitations are contained in the Insurance Policy.



Contractors

Qualification

Statement

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A Roof Doctors South Florida Affiliated Company



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Corporate Description, Location and History

Roofing Concepts Unlimited/Florida, Inc. is a state licensed Roofing Contractor whose office is located at 11820 NW 41ST Street, Coral Springs, with the originating company in Chicago, Illinois.

Roofing Concepts Unlimited is a family owned and operated business, established in 1961 in Chicago, Illinois and the South Florida office opened in 1992 as Roofing Concepts Unlimited/Florida, Inc.



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Organization and Officers

Roofing Concepts Unlimited/Florida, Inc. consists of four officers, listed below, whose total experience in the residential, commercial, industrial, public and private fields exceeds over 65 years of cumulative construction knowledge.

The qualifier for Roofing Concepts Unlimited/Florida, Inc. and Roof Doctors-South Florida is Michael Jacobazzi, who obtained his Roofing Contractor's license in March 1986.

The officers for Roofing Concepts Unlimited/Florida, Inc. are as follows:



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Key Individual Construction Experience

<i>Employee:</i>	<i>Title:</i>	<i>Years:</i>	<i>Description:</i>
Rocco Jacobazzi	Retired	38 Years	Management And Sales
Michael Jacobazzi	Pres. /CEO	28 Years	Management And Sales
Anthony Jacobazzi	Vice President	23 Years	Operations Manager/ Project Management. Oversees All Phases of Commercial & Residential Roof Installation
Denise Jacobazzi	Secretary/Comptroller	25 Years	Office Manager, Comptroller, Payroll Administrator
Phillip Brearey	Senior Estimator	22 Years	Various Roof Systems – Built-Up Modified, Single Ply & Others
Steve Mitchell	Service Department Supervisor	12 Years	Roof Surveys, Inspections, Quality Control & Estimating
John de lage	Chief Financial Officer	30 Years	Management & Financial Consultant
Shannan Morales	Senior Service Dept. Administrator	11 Years	Oversees Daily Functions of Service Dept. Including; Invoicing, Payroll, Scheduling
Cherie Apuzzo	Receptionist	15 Years	Customer Service, A/R Bid Preparation, Office Supplies



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Key Individual Construction Experience cont'd

<u><i>Employee:</i></u>	<u><i>Title:</i></u>	<u><i>Years:</i></u>	<u><i>Description:</i></u>
Hilmer Monroy	Project Foreman	17 Years	All Phases of Commercial & Residential Roof Installation
Francisco Estrada	Project Foreman	17 Years	All Phases of Commercial & Residential Roof Installation
Mike Levine	Project Manager/ Permit Processor	15 Years	Field Safety, Inventory, Equip. Maint, Qual. Control, Permitting
Roel Sutherland	Sheet Metal Shop Foreman	19 Years	Oversees Sheet Metal Department – Responsible For Daily Production & Shop Fabrication For All Phases Of Sheet Metal Work



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Licensing

Roofing Concepts Unlimited/Florida, Inc. is a licensed Roofing Contractor in the State of Florida.
The certification number is CCC036963.

Our Broward County Occupational License number is 185-0000464.



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Bank Reference

Suntrust Bank
6210 Coral Ridge Drive
Coral Springs, Florida 33076
954/ 369-2938
Attention: Menatalla Shoukry

Bonding Company

Alter Surety Group
5979 NW 151st Street, #202
Miami Lakes, Florida 33014
305/517-3798
Attention: David Satine

Insurance Agency

Frank H. Furman Insurance, Inc.

1314 East Atlantic Blvd.
Pompano Beach, Florida 33060
954/943-5050

Attention: Robert Foote

Accounting Firm

Wolfe Accounting & Consulting, CPA, CVA.
3300 Corporate Avenue, #100
Weston, Florida 33331
954/889-1901
Attention: Larry Wolfe

** Financial Statement provided upon request**



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Business Organizations

We are members of the following Business Organizations:

Roofing Contractors Association of South Florida

3389 Sheridan Street
Suite 132
Hollywood, Florida 33021
305/989-0081

National Roofing Contractors Association (NRCA)

Post Office Box 809261
Chicago, Illinois 60680
800/323-9545

Building Owners & Managers Association (BOMA)

7040 West Palmetto Park Road, #1-608
Boca Raton, FL 33433

Roofing Contractors Unlimited

AT THE TOP OF THE ROOFING PROFESSION

International Facility Management Association (IFMA)

1 E. Greenway Plaza, #1100
Houston, TX 77046
713/623-4362

Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. (FRSA)

Post Office Box 4850
Winter Park, FL 32793
407/671-3772

Coral Springs Chamber of Commerce

11805 Heron Bay Blvd.
Coral Springs, FL 33076
954/752-4242



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Business References

<u>Company</u>	<u>Contact/Title</u>	<u>Phone Number</u>	<u>Trade</u>
JM Enterprises	Heather Greggs	954/977-6290	Operations Admin Asst
NCCI Holdings, Inc.	Alex Nekrasovski	561/893-3353	Facilities Manager
Taylor & Mathis of Florida	Karen Mulherin	954/845-8840	Senior Property Mgr
The Marbella Condominium	Brd. of Directors	561/368-2869	Condo Association
Wynmoor Community	Jack Kubasek	954/978-2640	Director of General Svcs.
Canada House Beach Club	Denise Lukman	954/942-8200	Property Manager
Benchmark Properties	Dan Sugarman	954/344-5353	Property Manager
City of Coral Springs	Loreen Moldoff	954/344-1164	Public Works Senior Administrator
Cypress Bend Condo Assoc.	John De Pasquale	954/971-1340	Property Manager
Engineered Environments, Inc.	Charles Thomas	561/282-4111	Senior Project Mgr.
The Everglades Club	Paul Riley	561/820-2676	Maintenance Director
Head Property Corporation	Tom Head, Jr.	561/347-6915	President/CEO
Holy Cross Hospital	Joseph Barbera	954/492-5760	Director of Eng./Bio-Med/Facility Services & Security
	Cindy Dipaolo	954/776-3298	Engineering Admin.
Cartman Commercial Srv.	Chad Bethel	305/389-5794	Contractor
Palm Beach County	Gerry Kielty	561/233-0292	Project Manager
Pine Crest Prep School	Steve Damiano	954/492-4151	Director of Facilities
Bradco Supply	Barry Birenbaum	954/584-3633	Supplier
Entegra Roof Tile	Susie Delpino	772/367-3752	Tile Manufacturer
JGA Beacon	Greg Henson	954/969-8000	Supplier
Group One Construction	Gary Skott	847/833-4937	Contractor



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Business References Cont'd

The Charter Club	Carlos M. Rodriguez	305/576-6100	Property Manager
Royal Palm Yacht Club	Tracy Krakowski	561/395-2100	Director of Facilities
Merin Hunter Codman	Sally Griner	561/655-8950	Senior Property Mgr.
San Remo, Inc.	Bonnie Goldstein	561/750-7775	Property Manager
Roof Management Solutions	Howard Lustgarten	954/224-8785	Roof Consultants
Century Village Community	Dan Cruz	954/931-0893	Facilities Director
Howard Johnsons Plaza Resort	Julian Felder	954/428-2050	General Manager
Rio Espania Condominiums	Barbara Brooks	954/786-0023	Property Manager
The Ritz Carlton Hotel	Richard Payne	305/365-4162	Chief Engineer
Campbell Property Mgmt.	Laurie Schmidt	954/242-9803	Property Manager
Waterside Towers	Shirley Schiffman	305/947-8320	Property Manager
Condo Assoc. of Drake Tower	Bruce Tanner	954/763-6049	Association President
NAI Miami	Karen Donaldson	954/943-1193	Property Manager
City of Pembroke Pines	Steve Buckland	954/214-8530	Public Services
Apex Association Services, Inc.	Glen Sugarman	954/304-2440	Property Manager



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Trade Credit References

ABC/Bradco Supply Corporation
1150 NW 23rd Avenue
Fort Lauderdale, Florida 33311
Attn: Barry Birenbaum
bbirenbaum@bradcosupply.com
954/584-3633
954/584-3730-Fax

JGA Beacon
2050 North Andrews Avenue Ext.
Suite 100
Pompano Beach, Florida 33604
Attn: Dave McMillon
DMcMillon@jgabeacon.com
954/969-8000
954/969-8004-Fax

RCU
Roofing Concepts Unlimited

AT THE TOP OF THE ROOFING PROFESSION

Allied Building Products
3121 SW 1st Terrace
Ft. Lauderdale, Fl. 33315
Attn: Nina Rosado
954/ 525-1158
954/467-6437-Fax
Nina.Rosado@alliedbuilding.com



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Partial Summary of Completed Projects

Benchmark Properties
 7932 Wiles Road
 Coral Springs, Fl. 33067
 954/ 344-5353
 Attn: Dan Sugarman
 Project: Re-Roof's/Various Repairs
 Product: SBS Modified/John Mansville

Wynmoor Community Council
 2395 Wynmoor Road, North
 Coconut Creek, Fl. 33066
 954/ 978-2640
 Attn: Jack Kubasek
 Project: Re-Roof's/Various Repairs
 Product: SBS Modified Bitumen

The Ritz Carlton Key Biscayne
 455 Grand Bay Drive
 Key Biscayne, Fl. 33149
 305/ 365-4161
 Attn: Richard Payne
 Project: Re-Roof's/Various Repairs
 Product: Firestone SBS Modified

Holy Cross Hospital, Inc.
 4725 N. Federal Highway
 Ft. Lauderdale, Fl. 33308
 954/ 492-5760
 Attn: Facilities
 Project: Re-Roof's/Various Repairs
 Product: Coal Tar Pitch/SBS Modified Bitumen

Roofing Concepts Unlimited

Pine Crest Preparatory School
 1501 NE 62nd Street
 Ft. Lauderdale, Fl. 33442
 954/ 492-4160
 Attn: Steve Damiano
 Project: Re-Roofs/Various Repairs
 Product: SBS Modified/Tile

Cypress Bend Condo Assoc.
 2520 S. Cypress Bend Drive
 Pompano Beach, Fl. 33069
 954/ 971-1340
 Attn: John DePasquale
 Project: Re-Roof's/Various Repairs
 Product: Scandinavian Metal/SBS Modified Bitumen

Courvoisier Courts Condo
 701 Brickell Key Blvd.
 Miami, Fl. 33331
 305/ 374-6966
 Attn: Julio Solar
 Project: Re-Roof's
 Product: Soprema

Terranova Corporation
 801 Arthur Godfrey Road, #600
 Miami Beach, Fl. 33140
 305/ 779-8935
 Attn: Mario Farnesi
 Project: Re-Roof
 Product: SBS Modified



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Partial Summary of Completed Projects **Continued**

San Remo, A Condominium
2871 N. Ocean Blvd.
Boca Raton, Fl. 33431
561/ 750-7775
Attn: Kim Exsteen
Project: Re-Roof's/Various Repairs
Product: SBS Modified/Tile/SR Restoration

Ocean Village
101 Ocean Lane Drive
Key Biscayne, Fl. 33149
202/ 682- 1000 ext #13
Attn: John Grotta
Project: Re-Roof's
Product: FMRP Metal Tile Panels

Palm Beach County
2633 Vista Parkway
West Palm Beach, Fl. 33411
561/ 233-0292
Attn: Daniel Racette
Project: Re-Roof's /Various Repairs
Product: Cool-Tar/Modified Bitumen/SUR

Golden Lakes Village
1700 Golden Lakes Blvd.
West Palm Beach, Fl. 33441
561- 689-2142
Attn: Jill Kran
Project: Re-Roof's/Various Repairs
Product: SBS Modified Bitumen

Valley Forge Fabrics, Inc.
2981 Gateway Drive
Pompano Beach, Fl. 33069
954/971-1776
Attn: Jeffrey Taragano
Project: Re-Roof
Product: SBS Modified Bitumen

City of Pembroke Pines
10100 Pines Blvd.
Pembroke Pines, Fl. 33026
954/ 214-8530
Attn: Steve Buckland
Project: Re-Roof's/Various Repairs
Product: SBS Modified/Tile

Roof Management Solutions
P.O. Box 814766
Hollywood, Fl. 33081
954/ 753-8303
Attn: Howard Lustgarten
Project: Various
Product: SBS Modified/Tile/ Shingle/Metal

City of Coral Springs
9551 W. Sample Road
Coral Springs, Fl. 33065
954/ 344-1167
Attn: Richard Michaud
Project: Re-Roof's/Various Repairs
Product: Tile /SBS Modified /Shingle



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Partial Summary of Completed Projects **Continued**

City of Hallandale Beach
630 NW 2nd Street
Hallandale Beach, Fl. 33009
954/ 457-1606
Attn: Freddy LaRosa
Project: Re-Roof's
Product: SBS Modified Bitumen

1110 Brickell Condo Association
1110 Brickell Avenue
Miami, Fl. 33131
305/ 377-3563
Attn: Jose Pesant
Project: Re-Roof's
Product: SBS Modified Bitumen

Weatherproofing Technologies, Inc.
3735 Green Road
Beachwood, OH 44122
315/ 768-4884
Attn: Greg King
Project: University of Miami
Product: Modified Bitumen

Thornton Construction
4300 Biscayne Blvd., #207
Miami, FL 33137
305/ 649-1995 Ext#2021
Attn: Jose Rovirose
Project: University of Miami
Product: Modified Bitumen

JM Lexus
5350 West Sample Road
Margate, FL 33073
954/ 590-5132
Attn: Heather Griggs
Project: Coating/Upgrades
Product: Tropical Asphalt

Midgard Property Management
1475 W. Cypress Creel Road, #202
Ft. Lauderdale, FL 33309
954/640-0233
Project: Repairs/Maint/Re-Roof's
Product: Various

Colliers International South Florida, LLC
13218 W. Broward Blvd.
Plantation, Fl. 33325
954/ 892-1376
Attn: Misti Coon
Project: Repairs/Maint/Re-Roof's
Product: Various

Taylor & Mathis of Florida, LLC
3050 Universal Blvd, #100
Weston, Fl. 33331
954/ 845-8840
Attn: Karen Mulherin
Project: Meridian Business Campus 3360
Product: Firestone TPO

City of Tamarac
6011 Knob Hill Rd, 2nd Floor
Tamarac, Fl. 33321
954/ 597-3725
Attn: Dave Moore
Project: Re-Roof's/Various Repairs
Product: Various

Apex Association Services, Inc.
6574 North State Road 7, #382
Coconut Creek, Fl. 33073
954/ 304-2440
Attn: Glen Sugarman
Project: Lago Del Ray
Product: SBS Modified



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Partial Summary of Completed Projects **Continued**

Courts of Brickell Key Condo
801 Brickell Key Blvd.
Miami, FL 33131
305/ 416-5120
Attn: Cesar Garcia/Fernando Ubilla
Project: Re-Roof's/Coating
Product: SBS Modified Bitumen/Gaco

City of Miami Gardens
1515 NW 167th Street, Bldg #5, Suite #200
Miami Gardens, FL, 33169
305/ 622-8000 ext#2512
Attn: Anthony Smith
Project: Re-Roof
Product: SBS Modified

NAI Miami
9655 S. Dixie Hwy, #200
Miami, FL 33156
954/ 943-1193
Attn: Karen Donaldson
Project: Re-Roof's/Various Repairs
Product: SBS Modified

University of Miami
1400 NW 10th Avenue
Miami, FL 33136
305-243-5786
Attn: Al Harris
Project: Re-Roof's/Repairs
Product: Carlisle TPO

Sandalfoot South
c/o A.J. Wallace Management
P.O. Box 273632
Boca Raton, FL 33427
561/ 239-5906
Attn: Bob Benjamin
Project: Re-Roof's/Various Repairs
Product: SBS Modified

Village of Key Biscayne
c/o Skyline Management Group
4040 NE 2nd Avenue
Miami, FL 33137
305/ 365-8900
Attn: Marc Cole
Project: Re-Roof's/Various Repairs
Product: Granulated/Modified Bitumen

NCCI Holdings, Inc.
901 Peninsula Corp. Circle
Boca Raton, FL 33487
561/ 893-1623
Attn: Alex Nekrasovski & Alberto Nunez
Project: Repairs/Maint
Product: Various

The Marker Group
226 SE 12th Avenue
Ft. Lauderdale, FL 33301
954/ 818-1005
Attn: Anthony Alari
Project: Re-Roof's
Product: Various

Fifteen Group
47 N.E. 36th Street.2nd Floor
Miami, FL 33137
770/ 331-2768
Attn: Jim Waldrop
Project: Re-Roof's
Product: SBS Modified/GAF

Holliday Properties
4101 N.W. 4th Street, Suite# 10
Plantation, FL 33317
954/ 316-3255
Attn: Jacqueline Fermin
Project: Re-Roof's
Product: Firestone TPO



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Partial Summary of Completed Solar Projects

Altman Contractors, Inc. - Satori Apartments
1515 S. Federal Highway, #300
Boca Raton, Fl. 33432
561/997-8661
Attn: Kelly Wilson
Project: Solar
Product: Photovoltaic
System Size: 25,432 watts

Giacobazzi Partners, LLC
11820 NW 41st Street
Coral Springs, Fl. 33065
954/ 786-9350
Attn: Michael Jacobazzi
Project: Solar
Product: Photovoltaic
System Size: 26,112 watts

City of Tamarac-Community Center
8601 W. Commercial Blvd.
Tamarac, Fl. 33321
954/ 724-2410
Attn: Dave Moore
Project: Solar
Product: Photovoltaic
System Size: 25,000 watts in 5 locations
Total System Size: 125,000 watts

Roofing Concepts Unlimited
AT THE TOP OF THE ROOFING PROFESSION

Updated 9/15/15-CA



A Roof Doctors South Florida Affiliated Company



THINK GREEN – GO SOLAR



OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director



CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

ADDENDUM No. 1

ITB No. 038-16

Development Services Building Roof Replacement

City of Plantation

DATE OF ADDENDUM: December 14, 2016

TO ALL PROSPECTIVE BIDDERS:

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for ITB No. 038-16.

1. The City has identified existing wood fascia that will require replacement. Bid proposal form has been revised to include a line item for removal and replacement of fascia. Fascia replacement shall match existing conditions. Revised bid proposal form is attached.
2. Contractor will be able to access the east side of the building on Saturday only. During normal business hours, the Contractor shall access the building from the west parking lot.
3. Contractor shall be responsible to remove and dispose of rain gutters. City will replace gutters separately.
4. When can we have access to the plans for the roof replacement? Are you guys going to send it over email or do we have to pick it up at the City Hall?

Response: The Development Services Building plans are attached.

5. Can you tell me if the city has an estimated budget and if so what it is for this project?

Response: Roof replacement was approved in the FY2017 budget for the amount of \$185,000.00.

Bid shall be stamped on or before December 20, 2016, 11:00 A.M. by the City Clerk, City of Plantation, 400 NW 73rd Avenue, Plantation FL 33317.

All other terms, conditions and specifications remain unchanged for ITB No. 038-16.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

COMPANY NAME: STEVENSON ROOFING CO., INC.

400 NW 73rd Avenue ♦ Plantation, Florida 33317
954.797.2647 ♦ www.plantation.org

REVISED BID FORM

CITY OF PLANTATION

Bid of Bidder STEVENSON ROOFING Co., INC.
Address 7501 NW 4 ST. #2125 PLANTATION, FL. 33317

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

PROJECT NAME: Development Services Building Roof Placement, City Project 17-02
ITB No. 038-16

City of Plantation

TO: City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

The Undersigned Bidder proposes and agrees if this bid is accepted, to enter an agreement with the OWNER to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This bid will remain open for thirty days after the day of Bid Opening. Bidder will sign the agreement and submit the contract security and other documents required by the Contract Documents within 15 days after the date of Owner's Notice to Award.

In submitting this bid, Bidder represents as more fully set forth in the Agreement, that:

- A. Bidder has examined copies of all the Contract Documents and of the following Addenda:
(if any addenda have been issued)

DATE: 12-16-16 ADDENDA NUMBER: 1

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instruction to Bidder.

- B. Bidder has examined the site and locality where the work is to be performed, the legal requirements Federal, State and Local Laws, Ordinances, Rules and Regulations) and the

ITB

conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

- C. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
- D. BIDDER shall complete the Work for the following price. It is the OWNER'S intent to award a contract based upon the total base bid or alternate bid amount.

BASE BID:

- 1a. Remove existing roofing system and replace with Entegra Roof Tile – Plantation profile – Cedar Tan, Black & Brown Antique, Sealed, Slate Like, product id F-CDTN-CD-Y-SL-15 or approved equal with 30/90 hot mop underlayment system. \$ 161,000.00
- 1b. Remove and replace damaged plywood decking.
Estimated quantity 640 SF x unit cost \$ 50 ea. \$ 1,000.00
- 1c. Remove and replace fascia
Estimated quantity 50 LF x unit cost \$ 10 Ft. \$ 500.00
- 1d. Project Contingency \$ → 2,500.00
- TOTAL BASE BID** (items 1a, 1b, 1c, and 1d.) \$ 165,000.00

Written: ONE HUNDRED & SIXTY FIVE THOUSAND DOLLARS & NO CENTS

ALTERNATE BID:

N/A

- 2a. Remove existing roofing system and replace with Entegra Roof Tile – Plantation profile – Cedar Tan, Black & Brown Antique, Sealed, Slate Like, product id F-CDTN-CD-Y-SL-15 or approved equal with Tag & Stick underlayment system as manufactured by Entegra or approved equal. \$ _____
- 2b. Remove/replace damaged plywood decking.
Estimated quantity 640 SF x unit cost \$ _____ \$ _____
- 2c. Remove and replace fascia
Estimated quantity 50 LF x unit cost \$ _____ \$ _____
- 2c. Project Contingency \$ 2,500.00
- TOTAL ALTERNATE BID** (items 2a, 2b, 2c, and 2d.) \$ _____

Written: _____

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

Communications concerning this Bid shall be addressed to the address of Respondent indicated below.

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

The undersigned also agrees as follows:

First: to do any extra work not covered by the foregoing Schedule of Price which may be ordered by the OWNER, and to accept as full compensation therefore, such prices may be agreed upon in writing by the OWNER and the BIDDER pursuant to the applicable provisions of the General Conditions.

Second: Within fifteen days from the "Notice of Award", of this bid, to execute the Contract and to furnish to the OWNER a satisfactory Performance Bond in the approved City form, guaranteeing the faithful performance of the Work and payment of bills, the BIDDER to pay for said bond.

Third: To begin work on the date specified in the "Notice to Proceed". Accompanying this bid is a certified check, cashier's check or Bid Bond for 5% of Bid payable to the City of Plantation which is to be forfeited if, in the event that this Bid is accepted, the undersigned shall fail to execute the contract and furnish satisfactory Contract Security under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or Bid Bond is to be returned as provided herein.

SUBMITTED ON: December 19TH, 20 16

SIGNATURE OF BIDDER:

John M. Stevenson, PRES

TITLE (if any):

PRESIDENT / SECRETARY 954-562-5986

ADDRESS: 7501 NW 4 ST. #212 D PLANTATION, FL. 33317

Incorporated under the laws of the State of Florida.

[46]9001-14001



City Of Plantation

INSURANCE REQUIREMENTS

Roof Replacement-Development Services Building

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under a written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a minimal Financial Rating of no less than "B" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

Insurance

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

Certificate(s) of Insurance

The contractor agrees to provide City of Plantation a Certificate of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in effect, and also that certificates of insurance shall provide a minimum thirty (30) days notification, of cancellation by the contractor's insurer. If the contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, contractor agrees to notify the City by fax, within five (5) business days, with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

City Of Plantation

Additional Insured

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "Additional Insured" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured-Owners, Lessees, with Contractors Completed Operations endorsement. Endorsements shall be required to provide back coverage for the contractors "Your Work" as defined in the insurance policy and liability arising out of the products-completed operations hazard.

Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence, and \$1,000,000 Annual Aggregate, unless the contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability.

Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Bidder does not own automobiles, Bidder agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers Compensation & Employers Liability

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

Waiver of Subrogation

The contractor agrees that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor agrees to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against Others, or its equivalent.

City Of Plantation

This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

Umbrella/Excess Liability

If required in the contract, will be no more restricted than the underlying insurance policies. City of Plantation must also be added and endorsed as additional insured.

Bonds:

If a surety bond is required it shall be written equal to the value of the job, in order to guarantee the work will be done per the specifications, on a timely basis.

Right to Revise or Reject:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.
- B. The city reserves the right to require or adjust any of the insurance coverages it deems necessary depending upon the company, the project and the potential exposures.
- C. The city requires being named "Additional Insured" and endorsed on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the contractor. The city will have the right to amend such contract to conform to City Of Plantation guidelines for contract work.

**THE UNDERSIGNED CONTRACTOR HAS READ THE FOREGOING
REQUIREMENTS AND AGREES TO THE TERMS.**

 **WITNESS**  **CONTRACTOR** **JOHN M. STANKSON**

12-16-2016
DATE

CITY OF PLANTATION

Exhibit A
To Qualification Statement

LITIGATION HISTORY FORM

[ITB 038-16]

NAME OF RESPONDENT:

N/A (NONE)

Party:	Respondent is <u>Plaintiff</u> : Yes [] No [] Defendant: Yes [] No []
Case Name:	
Case Number:	
Date Filed:	
Name of Court or other Tribunal	
Type of Case:	Civil [] Administrative/Regulatory [] Criminal [] Bankruptcy []
Claim or Cause of Action and Brief Description of each Count:	
Brief description of the Subject Matter and Project Involved:	
Disposition of Case:	Pending [] Settled [] Dismissed []
(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Judgment Respondent's Favor [] Judgment Against Respondent [] If Judgment Against, is Judgment Satisfied? Yes [] No []
Opposing Counsel:	Name: Email: Phone Number:

[101]9001-14001

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: ☒ JOHN M. STEVENSON \ STEVENSON ROOFING Co., INC.,

NAME: ☒ JOHN M. STEVENSON \ STEVENSON ROOFING Co., INC.,

ADDRESS: ☒ 7501 NW 4 ST. # 212D PLANTATION, FL. 33317

TELEPHONE NO.: ☒ 954-562-5986

FAX NO.: ☒ 954-583-3638

EMAIL ADDRESS: ☒ JASKES @ BELL SOUTH.NET

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

The correct name of the Bidder is: ☒ STEVENSON ROOFING Co., INC.,

The address of the principal place of business is: ☒ 7501 NW 4 ST. #212D PLANTATION, FL. 33317

The business is a (Sole Proprietorship) ☐ (Partnership) ☐ (Corporation) ☒

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

a. Date of Incorporation: 12-6-1995 ☒

b. State of Incorporation: FLORIDA ☒

c. President's Name: JOHN M. STEVENSON ☒

d. Vice President's Name: NONE ☒

e. Secretary's Name: JOHN M. STEVENSON ☒

f. Treasurer's Name: JOHN M. STEVENSON ☒

g. Name and address of Resident Agent: ☒

JOHN M. STEVENSON 7501 NW 4 ST. #212D PLANTATION, FL. 33317

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

N/A

a. Date of organization: ☐

b. Name, address and ownership units of all partners:
☐

c. State whether general or limited partnership: ☐

4. If Bidder is other than an individual, corporation or partnership, describe the organization and

give the name and address of principals: STEVENSON ROOFING CO., INC. IS A RE-ROOFING ORGANIZATION
[✓] JOHN M. STEVENSON 1330 NW 78 AVE. PLANTATION, FL 33311

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A
6. How many years has your organization been in business under its present business name: [✓] 21 YEARS
a. Under what other former names has your organization operated?
[✓] NONE
7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.
[✓] BROWARD Co. CERTIFICATE OF COMPETENCY 90-5757-RX *COPIES ATTACHED
[✓] STATE OF FLORIDA REGISTERED CONTRACTOR RC00061725
8. Have you personally inspected the site(s) of the proposed work? (Y) [✓] (N) []
9. Do you have a complete set of documents, including agenda? (Y) [✓] (N) []
10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
[✓] NO
11. Within the five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.
[✓] NO
12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references). FL 33324
[✓] JOE CHAMBLISS 954-401-7319 201 NW 127 AVE. PLANTATION, FL 33324 LAGO MAR
[✓] TONY BONANZINGA 954-478-0486 1741 SW 105 LN. DAVIE, FL 33324
[✓] PETER WEIDINGER 954-815-0720 130 NW 127 AVE. PLANTATION, FL 33324 LAGO MAR
13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary). JOHN M. STEVENSON - 35 yrs. RE-ROOFING EXPERIENCE
[✓] RENE SANCHEZ 18 YEARS RE-ROOFING EXPERIENCE WITH STEVENSON ROOFING CO., INC.
[✓] NOE ROMERO 10 YEARS RE-ROOFING EXPERIENCE WITH STEVENSON ROOFING CO., INC.
[✓] JUAN CRUZ 18 YEARS RE-ROOFING EXPERIENCE WITH STEVENSON ROOFING CO., INC.
14. State of name of Surety Company, which will be providing the bonds if any bonds are required by the Instructions to Bidder, and name, and address of agent:
[✓] N/A
15. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.
[✓] * ATTACHMENT PROVIDED

16. Provide a list of work currently under contract.
[✓] (5) RE-ROOFING CONTRACTS IN CITY OF PLANTATION
17. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]
[✓] NONE
18. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.
[✓] NONE
19. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.
[✓] NO
20. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)
[✓] NO
21. Provide a list of equipment available to be committed to perform the work contemplated under this contract.
[✓] * ATTACHMENT PROVIDED
22. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.
[✓] NONE
23. Please attach a copy of your latest financial statement. ✓
* ATTACHMENT PROVIDED

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

[Signature]
Signature

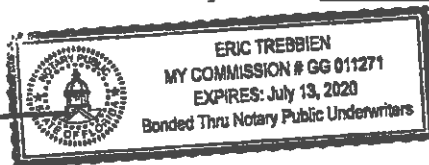
State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 16 day of Dec, 2016 by John M. Stevenson, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal,

[Signature]



NOTARY PUBLIC

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

[97]9001-14001

COMPLIANCE UNDER SECTION 119.0701

FLORIDA STATUTES, ON PUBLIC RECORDS

TO BE RETURNED WITH BID

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 954-797-2237, , 400 NW 73rd Avenue Plantation, FL 33317

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

Contractor: STEVENSON ROOFING Co,

By (sign): [Signature]

Print Name: JOHN M. STEVENSON

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared JOHN M. STEVENSON, known to be the persons described in or who has produced FLDL831847360289-D as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

16 WITNESS my hand and official seal in the County and State last aforesaid this day of DEC, 2016.

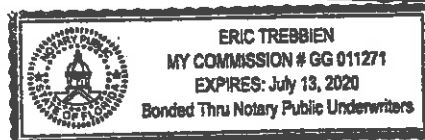
Notary Public, State of FLORIDA

Sign: [Signature]

Print: ERIC TREBBIEN

My Commission Expires: JULY 13 2020

[29]9001-14001



* N/A CERTIFICATE OF SAFETY ATTACHED

STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES ON DRUG-FREE WORKPLACE

TO BE RETURNED WITH BID

Preference must be given to CONTRACTORS submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature

Printed Name

Company Name

Date

[27]9001-14001



Certificate of Safety

It is with great honor that we present you with this Certificate of Safety for having an excellent workplace safety record in 2014/2015.

Stevenson Roofing Co

Robert Kelly

Robert Kelly, President & CEO

2015

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS

- Page 1 of 2

entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ [NONE] Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☒ [NONE] The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

☒ [NONE] There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☒ [NONE] The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☒ [NONE] The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

]
(Signature)

[12-16-16]
(Date)

STATE OF FLORIDA

COUNTY OF BROWARD COUNTY

PERSONALLY APPEARED BEFORE ME, the undersigned authority, John M. Stalensen who, after first being sworn by me, affixed his/her signature in the space provided above on this 16 day of Dec, 2016


(Notary Public)

My Commission Expires: July 13, 2020

(seal)



[71]9001-14001

NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the Bidder certifies that this bid is made independently and free from collusion.

Bidder shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer or director or, or has a material interest in, the Bidder's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Bidder, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the Bidder does not indicate any names, the City shall interpret this to mean that the Bidder has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

NONE

RELATIONSHIP

NONE

Witnesses:

Typed name:

ANDY FERNANDEZ

Typed name:

ERIC TREBBEN

Bidder JOHN M. STEVENSON
STEVENSON ROOFING CO., INC.

By: 

Name: JOHN M. STEVENSON

Title: PRESIDENT

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared JOHN M. - STEVENSON, known to be the persons described in or who has produced FLS31547360289-0 as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

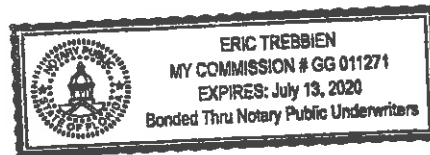
WITNESS my hand and official seal in the County and State last aforesaid this 16
day of DEC, 2026

Notary Public, State of FLORIDA

Sign: [Signature]

Print: ERIC TREBBIEN

My Commission Expires: JULY 13, 2020



RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A PARTNERSHIP

N/A

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

Printed Name of Partnership

By:

Signature of General or Managing Partner

Printed Name of Partner

Business Address

City/State/Zip

Business Phone Number

State of Registration

Witness

Witness

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A CORPORATION

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this 16TH
day of December, 2016.



(CORPORATE SEAL)

ATTEST

By [Signature]
Secretary

STEVENSON ROOFING Co., INC.

Printed Name of Corporation

FLORIDA

Printed State of Incorporation

By:

Signature of President or other authorized officer

JOHN M. STEVENSON

Printed Name of President or other authorized officer

7501 NW 4 ST. #212D

Address of Corporation

PANATON, FL 33317

City/State/Zip

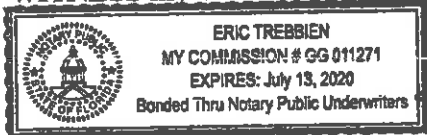
954-562-5986

Business Phone Number

State of FLORIDA
County of BROWARD

The foregoing instrument was acknowledged before me this 16 day of DEC,
2016 by JOHN M. STEVENSON (Name), PRESIDENT (Title) of
STEVENSON ROOFING Co., INC. (Name of Company) on behalf of the
corporation, who is personally known to me or who has produced FLS31547560289-0 as
identification and who did (did not) take an oath.

WITNESS my hand and official seal.



NOTARY PUBLIC

Eric Trebbien

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

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME N/A

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

Printed Name of Firm

By:

Signature of Owner

Printed Name of Individual

Business Address

City/State/Zip

Business Phone Number

Witness

Witness

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS AN INDIVIDUAL

N/A

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed construction site located at 401 NW 70 Terrace, Plantation, FL 33317 and hereby have accepted the existing site conditions.



Authorized Representative

STEVENSON ROOFING CO., INC. 12-16-16

Company

Date

Failure to attest to the above may be grounds for rejection of proposal.

[50]9001-14001

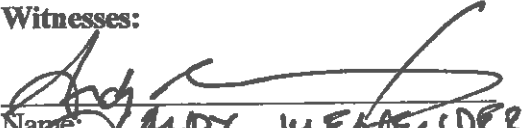
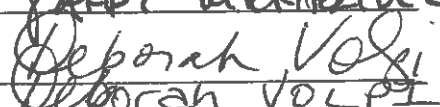
TO BE RETURNED WITH BID


Cooperation with the Broward County Office of Inspector General

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:


Name: ANDY WEISLEDER

Name: Deborah VOLPI

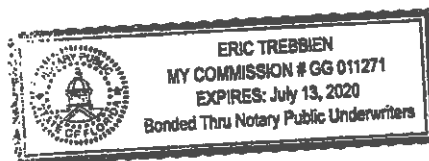
By: 
Name: JOHN M. STEVENSON
Title: PRESIDENT

STATE OF Florida)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared JOHN M. - STEVENSON, known to be the persons described in or who has produced FLDL 831547360289-0 as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 16
day of DEC, 2016.

Notary Public, State of Florida
Sign: [Signature]
Print: ERIC TREBBIEN
My Commission Expires: JULY 13, 2020



[64]9001-14001

Local Business Certification Form

The undersigned affirms as true, under penalties of perjury, as follows:

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of City of Plantation Ordinance Number 2437, § 1 which codified Section 2-227 of the City Code.

Pursuant to Section 255.0991, 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 this competitive solicitation, Section 2-227 of the City Code **shall not** apply.

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such business is a Local Business as defined by the Code.

The undersigned claims qualification in the event that the Local Business Preference applies to this procurement and the business is determined to be a Qualified Local Business as defined by the Code.

Dated: 12-16-16
Signed: John M. Stevenson
Printed Name of Signor: JOHN M. STEVENSON
Title of Signor: PRESIDENT
Name of Firm: STEVENSON ROOFING CO., INC.

Sec. 2-227. - Local business preference.

(a)

Definitions. For purposes of this section, the following terms shall have the respective meanings as set forth in this subsection:

Business location means a permanent office or other use of property in which a vendor operates, conducts, engages in or carries on all or a portion of its business, provided that the mere use of a post office box shall not be sufficient to constitute a business location under this provision.

Local business means a vendor or contractor who has paid its local business tax to the City of Plantation at least six (6) months prior to bid or proposal opening date; does business in the city community by providing goods, services, or construction; and maintains a physical business address located within the jurisdictional limits of the city in an area zoned for the conduct of such business from which the vendor or contractor operates or performs business on a day-to-day basis. Post office boxes shall not be used for the purpose of establishing said physical address.

Qualified local business means a local business that satisfies the requirements under the bid or proposal guidelines to perform the services or goods requested.

Vendor means a sole proprietorship, partnership, corporation, limited partnership or limited liability corporation or other recognized business entity that offers to contract with the city for either goods or services.

(b)

Procedure; notice of option to match lowest response. The city shall give a preference to a qualified local business that responds to competitive procurement in the following manner:

(1)

If a qualified local business submits a response to one (1) of the city's competitive procurement processes set forth in (b) (requests for sealed proposals) (but only where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will be available), (d) (requests for competitive proposals), (e) (sealed bids in response to an invitation to bid), and (f) (design build projects which are procured using a competitive proposal process), or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in (b) and as may be increased or decreased by authorized adjustments, and the original response of the qualified local business is within five (5) percent of the low response, then the city shall give the qualified local business the opportunity to meet the price of the low response. The order of preference by which the qualified local business shall be given the opportunity to match the low response shall be from the lowest to the highest response, as long as the initial response was within five (5) percent of the low response.

(2)

The city shall give the qualified local business written notice of the opportunity to match the price of the low response within five (5) business days of determining the low response. There shall only be one (1) valid notice of an opportunity to match the price of the low response outstanding at any one (1) point in time. Notice shall be deemed received by the qualified local business by mailing or otherwise transmitting the notice to the address, email, facsimile or otherwise that was supplied by the qualified local business at the time of responding.

(3)

The qualified local business to whom a written notice has been mailed or otherwise transmitted must respond to the city in writing. If the qualified local business fails to file a response to the notice with the city within two (2) days of the posting or transmission of the notification of the

option to match the low response, then the failure to respond shall be deemed to be a denial of the opportunity to match the low response. Should the qualified local business choose to meet the price of the low response, then the city shall award the contract to the qualified local business. If no qualified local business accepts the option to match the low response, then the contract shall be offered to the lowest responder.

- (c) *Disclosure.* The requirements of the city's local policy shall be disclosed in all the city's competitive procurement processes to which this preference applies or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in (b) and as may be increased or decreased by authorized adjustments.
- (d) *Exceptions.* The procurement preference set forth in this section shall not apply to any of the following purchases or contracts:
- (1) Goods or services provided under a cooperative purchasing agreement or interlocal agreement;
 - (2) Purchases or contracts which are funded, in whole or in part, by a governmental entity where the laws, regulations, or policies governing such funding prohibit or prevent the application of the preference;
 - (3) Purchases made or contracts let under emergency or noncompetitive situations;
 - (4) Purchases with an estimated cost of less than the amount stipulated for informal bids, as referenced and indexed in (b) (which is currently three thousand five hundred sixty-nine dollars (\$3,569.00)) and as may be increased or decreased by authorized adjustments;
 - (5) Purchases or contracts procured utilizing procurement processes set forth in (b) (requests for sealed proposals) (except where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will apply) (c), (requests for qualifications), and (g) (design build projects and professional services contracts which are competitively procured using a qualifications based procurement process); and,
 - (6) Notwithstanding the above, any purchase using any of the available procurement processes in this Code wherein the procurement documents expressly indicate that the local business preference set forth in this section shall not be available.
- (e) The application of local preference to a particular purchase, contract, or category of contracts for which the city council is the awarding authority may be waived upon written justification and recommendation by the mayor and approval of the city council.
- (f) The preference established in this section does not prohibit the right of the city council or the mayor to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.
- (g) The response preference established in this section does not prohibit the city council, or mayor, from giving any other preference permitted by law in addition to the preference authorized in this section.

BID BOND

Bond No.

CONTRACTOR:

Name STEVENSON ROOFING CO, INC
Legal status INCORPORATED
Address 7501 NW 4 ST, # 212D
PLANTATION, FL 33317

SURETY:

Name N/A
Legal status N/A
Principal place of business

OWNER:

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: \$ 8,250.00**PROJECT:**

Development Services Building Roof Replacement 401 NW 70 Terrace, Plantation, FL 33317, ITB 038-16,
City project # 17-02

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the Owner shall accept the Bid of the Contractor and the Contractor shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the Owner, and furnish insurance coverages to Owner as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the Owner immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the Owner may accept the Bid of the Contractor and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Contractor's allegation that its entering into the contract was prevented or frustrated by the Owner, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: DEC, 12TH, 2016.

JOHN M. STEVENSON [Signature]
(Name of Contractor)

By: N/A
(As Attorney in Fact)

N/A
(Name of Surety)

Stevenson Roofing Co., Inc.

7501 NW 4th Street, Suite 212D

Plantation, FL 33317

954-792-1634

**To; City Of Plantation / Development Services Building Roof Replacement
Bid # 038-16 / City Project 17-02**

To Whom It May Concern:

Please Find Enclosed The Following Attachments:

***Stevenson Roofing Co., Inc. Proposal Detail**

***Copies Of Licenses & Insurance**

***Copy Of Articles Of Incorporation**

***Copy Of Financial Statement**

***Stevenson Roofing Co., Inc. 2014/ 2015 Certificate Of Safety
(2016 Not Yet Issued)**

***List Of 5 Verifiable Roofing Projects & Copies Of Permits Finaled**

***List Of Vehicles & Equipment**

***List Of Suppliers**

***Entegra Roof Tile Warranty & Registration**

***Product Approvals / Miami Dade Notice Of Acceptance**

Proposal

Stevenson Roofing Co., Inc.

Licensed & Insured
CO. C.C.#90-5757-R-X
ST. REG.#RC0061725

7501 N.W. 4th Street, Suite 212D
Plantation, Florida 33317

- Residential
Re-Roofing
- Tile / Shingle / Flat Roofs

954-792-1634

Name City Of Plantation	Phone (954) 797-2781	Date 12/16/2016
Street 400 N.W. 73 Avenue	Job Name Bid # 038-16 / City Project # 17-02	
City, State, & Zip Plantation, Fl. 33317	Job Location 401 N.W. 70 Terrace Plantation, Fl. 33317	
Job Description Development Services Bldg. Re-Roof	Date Of Plans	Job Phone (954) 797-2781

We hereby submit specifications and estimates for:

Remove existing roofing to deck wood, renail deck wood to code.
Replace all rotted deck & fascia wood, support beams as needed. *(Estimated wood costs on REVISED BID FORM)
Install 30 lb. ASTM felt tin tagged in. (20 Plywood @ \$50ea. = \$1,000 / 50' Fascia @ \$10ft. = \$500)
Install & prime 3" white enamel eave drip @ perimeter.
Install new existing lead stacks & roof vents.
Clean & prime & re-seal copper flashing @ walls (repair if needed).
Install Tamko Tile Underlayment ASTM Mineral Surfaced 90 lb. Roll Roofing set in hot asphalt.
Install Hip & Ridge Metal @ Peaks For Securing Caps.
Install Entegra Plantation Profile F-CDTN-CD-Y-SL-15 Roof Tile set in 3M Foam Adhesive.(LARGE PADDY SYSTEM)
Haul away all trash & debris.
Limited Lifetime Product Warranty on Entegra Roof Tile.
Ten Year Workmanship Warranty.
*Gutters to be removed & hauled away included
*All Ground Areas To Be Kept Clean Of Debris Throughout Process Of Project Daily
*All products & installation shall be in accordance with the applicable Miami-Dade Notice Of Acceptance and the Florida Building Code
*Project Contingency \$2,500 on REVISED BID FORM
*Total Base Bid = \$165,000.00

We Propose hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:

One Hundred & Sixty One Thousand ----- \$161,000.00

Payment to be made as follows:

Completion Draws To Be Submitted For Materials & Labor As Approved / Balance @ Completion As Approved

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized
Signature

Note: This proposal may be withdrawn by us if not
accepted within _____ days

Acceptance Of Proposal -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

ROOFING

90-5757-R-X
STEVENSON, JOHN M. - QUALIFYING
STEVENSON ROOFING CO, INC
7501 NW 4 ST SUITE 212D
PLANTATION FL 33317
EXPIRES 08/31/2017

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

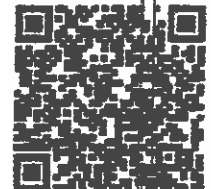
**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
RC0061725	

The ROOFING CONTRACTOR
Named below HAS REGISTERED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2017

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO COMMENCING WORK IN ANY AREA)

STEVENSON, JOHN M
STEVENSON ROOFING COMPANY INC
7501 NW 4TH ST STE 2
PLANTATION FL 33317



ISSUED: 06/15/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1506150000330



**City of Plantation
LOCAL BUSINESS
TAX CERTIFICATE**

Certificate # 156908

Account # OC0108142

Valid from 10/01/2016 to 09/30/2017

**THIS CERTIFICATE MUST BE
CONSPICUOUSLY DISPLAYED**

Classification: (4)d.32 Roofing/Sheet Metal Contractor

Business Name & Address:
STEVENSON ROOFING CO INC/ STEVENSON QLFR
7501 NW 4 ST #212D
PLANTATION, FL 33317-2238

Susan K. Slattery
CITY CLERK SIGNATURE

NOTICE: If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000

VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

DBA:
Business Name: STEVENSON ROOFING CO INC

Receipt #: 185-991
Business Type: ROOFING/SHEET METAL CONTRACTOR
(ROOFING CONTR)

Owner Name: JOHN M STEVENSON
Business Location: 7501 NW 4 ST 212D
PLANTATION

Business Opened: 09/04/1991
State/County/Cert/Reg: 90-5757RX
Exemption Code:

Business Phone:

Rooms Seats Employees Machines Professionals

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

JOHN M STEVENSON
7501 NW 4 ST #212D
PLANTATION, FL 33317

Receipt #1CP-15-00020711
Paid 08/23/2016 27.00

2016 - 2017

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

Client#: 1341892

STEVEROO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/2016

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

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

PRODUCER

USI Ins Services, LLC.
1715 N. Westshore Blvd.
Suite 700
Tampa, FL 33607

CONTACT

NAME:

PHONE (A/C, No, Ext): 855-874-1270

FAX (A/C, No): 813-321-7525

E-MAIL

ADDRESS: selectcommercial@usi.com

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A: James River Insurance Company

12203

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Stevenson Roofing Co. Inc.
7501 NW 4th St. #212D
Plantation, FL 33317

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		000648572	12/06/2016	12/06/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

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

** Supplemental Name **

First Supplemental Name applies to all policies - Stevenson Roofing Co.

Roofing

CERTIFICATE HOLDER

City of Plantation
Fax #954-797-2270
401 NW 70 Terrace
Plantation, FL 33317

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2016

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

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

PRODUCER Bouchard Insurance for WBS P.O. Box 6080 Clearwater, FL 33756-6080	CONTACT NAME: PHONE (A/C No. Ext.): (888) 293-3800 ext. 623 FAX (A/C No.): E-MAIL ADDRESS:
INSURED Workforce Business Services, Inc. Alt. Emp: Stevenson Roofing Company Inc. 1401 Manatee Ave. West Ste 600 Bradenton, FL 34205-6708	INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Company NAIC # 40142 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 15FL079874301 **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.

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL SUBS (INSURER/PROD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOF AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC 90-00-818-05	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
			Location Coverage Period:	12/31/2015	12/31/2016	Client# 054250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors for:
Stevenson Roofing Company Inc.
7501 NW 4th Street Suite 212D
Plantation, FL 33317

CERTIFICATE HOLDER

City of Plantation
401 NW 70th Ave
Plantation, FL 33317

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

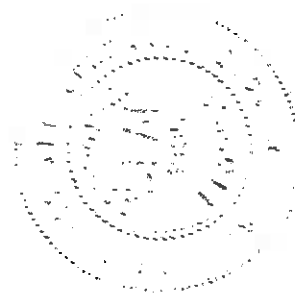
State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of STEVENSON ROOFING COMPANY, INC., a Florida corporation, filed on December 11, 1995, as shown by the records of this office.

The document number of this corporation is P95000094410.



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirteenth day of December, 1995



CR2EO22 (1-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

STEVENSON ROOFING COMPANY INC.
FINANCIAL REPORTS
FOR THE 09 MONTHS ENDED 09/30/16

8:05 AM
12/19/16
Cash Basis

STEVENSON ROOFING COMPANY INC.
Profit & Loss
January through September 2016

	Jan - Sep 16
Ordinary Income/Expense	
Income	
Returns & Allowances	-1,656.00
Sales	1,529,870.94
Total Income	1,528,214.94
Cost of Goods Sold	
Purchases	908,446.35
Total COGS	908,446.35
Gross Profit	619,768.59
Expense	
Advertising	2,250.00
Automobile Expense	11,980.62
Bank Service Charges	2,159.01
Emp. Leasing	313,339.49
Fica Tax	3,060.00
Insurance	38,093.40
INTEREST EXP.	14,830.66
Licenses and Permits	30,530.80
Office Supplies	665.40
Payroll Expenses	40,000.00
Postage and Delivery	173.25
Printing and Reproduction	285.00
Professional Fees	8,511.14
Rent	4,547.43
Repairs	
Computer Repairs	490.70
Repairs - Other	3,479.00
Total Repairs	3,969.70
Taxes	
Property	3,800.60
Total Taxes	3,800.60
Taxes-Misc.	150.00
Telephone	5,176.80
Trash Removal	45,074.83
Travel & Ent	
Meals	341.51
Travel & Ent - Other	74.69
Total Travel & Ent	416.20
Utilities	156.72
Total Expense	529,150.85
Net Ordinary Income	90,617.74
Net Income	90,617.74

8:04 AM

12/19/16

Cash Basis

STEVENSON ROOFING COMPANY INC.
Balance Sheet
As of September 30, 2016

	<u>Sep 30, 16</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA-7738	65,156.36
Total Checking/Savings	65,156.36
Other Current Assets	
Amort. Of Org. Cost	-450.00
Org. Costs	450.00
Total Other Current Assets	0.00
Total Current Assets	65,156.36
Fixed Assets	
Acc Dep Building	-61,639.00
Acc/Dep. Mach & Equip.	-115,500.00
Acc/Dep.Auto & Truck	-189,330.00
Auto/Truck	353,362.24
Building	310,437.97
Land	80,499.90
Machinery & equip.	115,500.00
Total Fixed Assets	493,331.11
Other Assets	
Computer Purchase	977.00
Total Other Assets	977.00
TOTAL ASSETS	<u>559,464.47</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Officer's Loan	-471,963.46
Payroll Liabilities	-70,390.61
Total Other Current Liabilities	-542,354.07
Total Current Liabilities	-542,354.07
Long Term Liabilities	
BOA 20 yr MTG	304,113.82
BOA/Credit Line-2938	-11,949.74
Taxes-Payroll	-52,707.09
Wells Fargo/Credit Line	33,833.69
Total Long Term Liabilities	273,290.58
Total Liabilities	-269,063.49
Equity	
Common Stock	1,000.00
Opening Bal Equity.	2,087.37
Retained Earnings	734,822.85
Net Income	90,617.74
Total Equity	828,527.96
TOTAL LIABILITIES & EQUITY	<u>559,464.47</u>

WBS

Certificate

Safety

We have great pleasure in presenting you with this Certificate of
Safety Achievement for your excellent safety record in 2014/2015.

Station Roofing Co

Mr (Mr)

Mr (Mr) & Mrs (Mrs)

2015

Stevenson Roofing Co., Inc.

7501 NW 4th Street, Suite 212D

Plantation, FL 33317

954-792-1634

To; City Of Plantation
Bid # 038-16

To Whom It May Concern;

The following is a list of 5 verifiable roofing projects within the last 3 years:

Peter Weidinger 954-815-0720 Lago Mar / Completion Date 2/13/15
130 N.W. 127 Avenue Plantation, Fl. 33324
(Re-Roof / Entegra Plantation Tile)

Joe Chambliss 954-401-7319 Lago Mar / Completion Date 5/26/16
201 N.W. 127 Avenue Plantation, Fl. 33324
(Re-Roof / Entegra Plantation Tile)

Mr. & Mrs. Steven Fayne 954-805-0004 Completion Date 10/27/16
2927 Paddock Lane Weston, Fl. 33331 Windmill Ranch Estates
(Re-Roof / Entegra Bella Tile)

Tony Bonanzinga 954-478-0486 Completion Date 04/21/15
1741 S.W. 105 Lane Davie, Fl. 33324 Pasadena Estates
(Re-Roof / Entegra Bella Tile)

Karen Weissmann 954-610-0131 Westport / Completion Date 08/13/14
10961 N.W. 6 Street Plantation, Fl. 33324
(Re-Roof Entegra Plantation Tile)

NOC REQ: Y

NOC SUB: Y



Inspection Line:
855-385-4323

Building Dept: 954-797-2250

CITY OF PLANTATION

INSPECTIONS ARE MANDATORY AND ARE REQUIRED

PERMIT No. B15-00172

Building Permit: Roofing

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR BUILDING IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

Submittal Date: 01/21/2015

Contractor: STEVENSON ROOFING CO INC

Lic #: 905757RX

Address: 130 NW 127 AVE

Folio #: 504002070150

Legal Description: LAGO MAR COLONY-TWO 103-32 B PT OF TR B DESC AS, COMM AT COM COR BET SITE B & SAID TR B, WLY ALG N/L TR B FOR 90, WLY 195.68 TO P/C, SLY ALG W/L 562.87 TO POB SLY ARC DIST 79.57 TO P/T, DUE S 56.02 TO P/C, SELY 39.27 TO P/T, E 50 TO P/C, ELY 12.35 TO P/T, ELY 152.61, NLY 1.61 TO P/T, NLY ALG E/L 138.61, WLY 259.95 TO POB AKA: RES. BLDG SITE 15

Owner: WEIDINGER, PILAR JOHANNA &

** REQUIRED INSPECTIONS **

InspectionType	Result	Inspection Date	Inspector
140: Tin Cap Roofing	AP	1/29/15	BH
141: Shingle/Tile In-progress	AP	2/3/15	BH
143: Mop In-progress	AP	1/29/15	BH
199: Final Structural	AP	2/13/15	BVO

**** ADDITIONAL INSPECTIONS MAY BE REQUIRED FOR ANY OTHER PERMIT(S) OBTAINED. PLEASE CHECK THE REQUIREMENTS FOR EACH PERMIT TO ENSURE COMPLIANCE.**

IMPORTANT!

- ♦ Give 24 hour minimum notice for INSPECTIONS. Deadline for next day inspections as per FBC (Broward County Amendments) 110.4.
- ♦ Obtain Certificates of Occupancy from Building Department BEFORE any occupancy is permitted by people or household goods.
- ♦ Permit Expires as per FBC (Broward County Amendments) 105.11.2.1
- ♦ Building and truss plans MUST be on job when inspection is made.
- ♦ If this card is not displayed as required, inspections will NOT be made.
- ♦ Any work started before permit is issued will require a double permit fee or a minimum of \$400.00.
- ♦ Failed inspections will result in a \$100 re-inspection fee per inspection.
- ♦ Construction Sites shall be COMPLETELY CLEANED when notice of HURRICANE WATCH is issued by U.S. Weather Bureau.

NOTICE TO CONTRACTOR

Per 2010 Florida Building Code, Section 110.13 (Broward County Amendments):
"From June 1 to November 30 of each calendar year (the National Weather Service designated hurricane season), building materials shall be loaded on a roof no earlier than twenty (20) days prior to the permanent installation of those materials."

In an attempt to prepare for the upcoming hurricane season, this section of the Florida Building Code will be strictly enforced.

NOC REQ: Y

NOC SUB: Y



Inspection Line:
855-385-4323

Building Dept: 954-797-2250

CITY OF PLANTATION

INSPECTIONS ARE MANDATORY AND ARE REQUIRED

PERMIT No. B16-01091

Building Permit: Roofing

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR BUILDING IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

Submittal Date: 03/28/2016

Contractor: STEVENSON ROOFING CO INC

Lic #: 905757RX

Address: 201 NW 127 AVE

Folio #: 504002070070

Legal Description: LAGO MAR COLONY-TWO 103-32 B PT OF TR A DESC AS, COMM AT NW COR OF TR A, ELY ALG N/L TR A FOR 195, SLY ALG E/L 378 TO POB, CONT SLY 138.01, WLY 186.50 TO PT ON W/L, NWLY 150.26, ELY 220.00 TO POB AKA: RES. BLDG SITE 7

Owner: CHAMBLISS, JOE A & GERALDINE M

** REQUIRED INSPECTIONS **

Inspection Type	Result	Inspection Date	Inspector
140: Tin Cap Roofing	AP	4/27/16	MT
141: Shingle/Tile In-progress	AP	5/12/16	MT
143: Mop In-progress	AP	4-27/16	MT
199: Final Structural	AP	5/26/16	MT

**** ADDITIONAL INSPECTIONS MAY BE REQUIRED FOR ANY OTHER PERMIT(S) OBTAINED. PLEASE CHECK THE REQUIREMENTS FOR EACH PERMIT TO ENSURE COMPLIANCE.**

IMPORTANT!

- Give 24 hour minimum notice for INSPECTIONS. Deadline for next day inspections as per FBC (Broward County Amendments) 110.5.
- Obtain Certificates of Occupancy from Building Department BEFORE any occupancy is permitted by people or household goods.
- Permit Expires as per FBC (Broward County Amendments) 105.3.2.1
- Building and truss plans MUST be on job when inspection is made.
- If this card is not displayed as required, inspections will NOT be made.
- Any work started before permit is issued will require a double permit fee or a minimum of \$400.00.
- Failed inspections will result in a \$100 re-inspection fee per inspection.
- Construction Sites shall be COMPLETELY CLEANED when notice of HURRICANE WATCH is issued by U.S. Weather Bureau.

NOTICE TO CONTRACTOR

Per 2014 Florida Building Code, Section 110.13 (Broward County Amendments):

"From June 1 to November 30 of each calendar year (the National Weather Service designated hurricane season), building materials shall be loaded on a roof no earlier than twenty (20) days prior to the permanent installation of those materials."

In an attempt to prepare for the upcoming hurricane season, this section of the Florida Building Code will be strictly enforced.



CITY OF WESTON BUILDING PERMIT

PERMIT No. 1633544-0

DATE 10/4/2016 9:53:13 AM

OWNER FAYNE,STEVEN D & TAMARA J

CONTRACTOR STEVENSON ROOFING
COMPANY / STEVNSON, JOHN

STATE CERTIFIED FL

ADDRESS 2927 PADDOCK Ln WESTON, FL 33331

SUBDIVISION 0

LOT 0

BLOCK 0



PURPOSE

RE-ROOF TILE FOAM SET

NOTICE: In addition to the requirements of this permit there may be additional restrictions applicable to this property that may be found in the public records of this county and there may be additional permits required from other governmental entities such as zoning, water management districts, state agencies or federal agencies. CERTIFICATE OF OCCUPANCY MUST BE OBTAINED BEFORE THIS BUILDING CAN BE USED FOR ANY PURPOSE. DO NOT REMOVE THIS CARD BEFORE COMPLETION UNDER SECTION 104.1 OF THE FLORIDA BUILDING CODE.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT

Abstract

[illegible]

ZONING COMMENTS		
FIRE		
INSPECTION	DATE	INSP
Underground Rough		
Above Ground Rough		
200 PSI Test		
Flush Test		
Sprinkler Final		
Fire Alarm Final		
Hood Test		
Underground Flush		
Underground Pressure		
Smoke Evacuation Test		
Flow Test		
Fire Stopping		
Emergency Generator		
Fire Pump Test		
Pre-Action System Test		
Access Control Inspection		
Special Extinguishing Systems		
Certificate of Occupancy		
Certificate of Completion		
Final Fire		
FIRE COMMENTS		
ELECTRICAL		
INSPECTION	DATE	INSP
Temporary Pole		
30 Day Temporary		
Pool Grounding		
Underground		
Slab Grounding		
Rough		
Photovoltaic		
Ceiling Rough		
Telephone Rough		
Telephone Final		
T.V. Rough		
T.V. Final		
Intercom Rough		
Intercom Final		
Alarm Rough		
Alarm Final		
Sound Rough		
Sound Final		
Data Rough		
Data Final		
Cent. Vac Rough		
Cent. Vac Final		
Service Upgrade		
Misc. Repairs		
Pool Niche Light		
Final		
ELECTRICAL COMMENTS		

PLUMBING		
INSPECTION	DATE	INSP
Ground Rough		
Rough		
Water Service		
2nd Rough		
Top Out		
Fire Sprinklers		
Fire Sprinklers Final		
Septic Tank Hook-Up		
Sewer Hook-Up		
Roof Drains		
Gas		
Gas Pressure Test		
LP Tank		
Gas Final		
Well		
Lawn Sprinklers		
Lawn Sprinklers Final		
Main Drain		
Pool Piping		
Pool Final		
Backflow Pre		
Interceptor		
Catch Basins		
Condensate Drains		
Medical Gas		
Final		
PLUMBING COMMENTS		
MECHANICAL		
INSPECTION	DATE	INSP
Underground Piping		
Condensate drains		
Rough Ductwork		
Exhaust Fans/Dryers		
Fire Dampers		
Smoke Dampers		
Hood Systems Rough		
Hood Systems Final		
Fire Suppression Systems		
Refrg Walkin Coolers/ Freeze		
Refrigeration Piping		
Boiler		
Tanks Aboveground		
Tanks Underground		
Spray Booths		
Chimneys and Vents		
Pressure Vessels		
Smoke Detectors		
Insulation Pipes		
Insulation Ducts		
Refrigeration Pressure Test		
Central Vacuum Rough		
Central Vacuum Final		
Smoke Detectors		
Final		
MECHANICAL COMMENTS		



TOWN OF DAVIE BUILDING DIVISION

BUILDING PERMIT:2015-00001378

PERMIT TYPE: S-Residential Re-Roof

Permit Information Line 954-797-1111

Inspection Line 954-1128 or 954-797-1129

www.davie-fl.gov

OWNER:

ANTHONY ANTHONY BONA BONANZINGA

SITE ADDRESS:

1741 SW 105 LN

Davie, FL 33324

CONTRACTOR:

STEVENSON ROOFING COMPANY

PHONE:

E-MAIL:

“WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.”

NO INSPECTION WILL BE MADE UNLESS PERMIT CARD IS DISPLAYED AND
PLANS ARE READILY AVAILABLE.

WORK MUST BE COMPLETED PRIOR TO REQUESTING INSPECTIONS.

24 HOUR NOTICE FOR ALL INSPECTIONS

NOTES:

TOWN OF DAVIE BUILDING DIVISION INSPECTION RECORD

Inspection Type	Inspector	Date	Inspection Type	Inspector	Date	Inspection Type	Inspector	Date
Footing			Backflow Preventer			Pool Heat Pump		
Slab			Pressure Test			Underground		
Columns			Fire Sprinkler			Rough Duct		
Tie Beam			Fire Alarm			Rough Pipe		
Truss Floor Joist			Smoke/Duct Detector			Exhaust Fan Rough		
Floor Sheathing			Suppression Test			A/C Final		
Columns 2 nd Floor			Underground Piping			Refrig. Rough		
Tie Beam 2 nd Floor			Fuel Tank			Refrig. Final		
Roof Sheathing			PSI Test Fuel Piping			Hood Rough		
Truss Roof			Fire Pump			Hood Final		
Buck W/D			Smoke Control System			Vacuum Pipe Rough		
Instal. W/D						Vacuum Pipe Final		
Lath						Equipment Anchor		
Framing			FINAL			Pressure Test		
Wall Insulation						Ventilation		
Ceiling Insulation						Fireplace Vent		
Drywall			FINAL			Fire Dampers		
Shutters P/A						Duct Detector		
Driveway S/F						Suppression Test		
Tin Cap			FINAL					
Mop In Progress						FINAL		
Roof In Progress								
Roof Final			Sidewalk Form			Temporary Pole		
Ceiling Final			Driveway Form			Footer Grounding		
Store Front Connect						Temporary Pole		
Set Up & Tie Down			Ground/Rough			Service		
Carport Final			Top Out			Rough		
Shed Final			2 nd Floor Rough			Underground		
Patio Deck S/F			3 rd Floor Rough			Sat. Pre-wire		
Structural Attach.			Condensate			B. Alarm Pre-wire		
Screen Encl. Final			Med Gas Rough			T.V. Pre-wire		
Fence Final			Med Gas Final			Intercom Pre-wire		
Pool S/F			Rain Water			Phone Pre-wire		
			Septic			M/S Rough		
			Sewer			VAC Rough		
			Water			M/S Final		
			LP Tank			B. Alarm Final		
			Gas Rough Int.			TV Final		

NOC REQ: Y

NOC SUB: Y



Inspection Line:
855-385-4323

Building Dept: 954-797-2250

CITY OF PLANTATION

INSPECTIONS ARE MANDATORY AND ARE REQUIRED

PERMIT No. B14-02695

Building Permit: Roofing

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR BUILDING IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

Submittal Date: 08/05/2014

Contractor: STEVENSON ROOFING CO INC

Lic #: 905757RX

Address: 10961 NW 6 ST

Folio #: 504106210830

Legal Description: WESTPORT 2ND SECTION 147-8 B LOT 14 BLK 12

Owner: WEISSMAN, BRADLEY H & KAREN J

** REQUIRED INSPECTIONS **

Inspection Type	Result	Inspection Date	Inspector
199: Final Structural	AP	8/27/14	DUT
140: Tin Cap Roofing	AP	8-13-14	CR
141: Shingle/Tile In-progress	AP	8-20-14	CR
143: Mop In-progress	AP	8-13-14	CR

**** ADDITIONAL INSPECTIONS MAY BE REQUIRED FOR ANY OTHER PERMIT(S) OBTAINED. PLEASE CHECK THE REQUIREMENTS FOR EACH PERMIT TO ENSURE COMPLIANCE.**

IMPORTANT!

- ♦ Give 24 hour minimum notice for INSPECTIONS. Deadline for next day inspections as per FBC (Broward County Amendments) 110.4.
- ♦ Obtain Certificates of Occupancy from Building Department BEFORE any occupancy is permitted by people or household goods.
- ♦ Permit Expires as per FBC (Broward County Amendments) 105.11.2.1
- ♦ Building and truss plans MUST be on job when inspection is made.
- ♦ If this card is not displayed as required, inspections will NOT be made.
- ♦ Any work started before permit is issued will require a double permit fee or a minimum of \$400.00.
- ♦ Failed inspections will result in a \$100 re-inspection fee per inspection.
- ♦ Construction Sites shall be COMPLETELY CLEANED when notice of HURRICANE WATCH is issued by U.S. Weather Bureau.

NOTICE TO CONTRACTOR

Per 2010 Florida Building Code, Section 110.13 (Broward County Amendments):

"From June 1 to November 30 of each calendar year (the National Weather Service designated hurricane season), building materials shall be loaded on a roof no earlier than twenty (20) days prior to the permanent installation of those materials."

In an attempt to prepare for the upcoming hurricane season, this section of the Florida Building Code will be strictly enforced.

Stevenson Roofing Co., Inc.

7501 NW 4th Street, Suite 212D

Plantation, FL 33317

954-792-1634

**To; City Of Plantation / Development Services Building Roof Replacement
Bid # 038-16 / City Project 17-02**

To Whom It May Concern;

Please Find The Following Vehicles & Equipment List For Project:

2000 Ford F-350

2015 Ford F-250 with Trailer & Tools & Equipment

2003 Ford F-250 with Atco 400 Gallon Tar Kettle

2003 Ford F-650 Dump Truck

2003 Ford F-650 Dump Truck

2011 E-350 10 Passenger Van (Provided By Co. For Employees)

Stevenson Roofing Co., Inc.

7501 NW 4th Street, Suite 212D

Plantation, FL 33317

954-792-1634

**To; City Of Plantation / Development Services Building Roof Replacement
Bid # 038-16 / City Project 17-02**

To Whom It May Concern;

Please Find The Following Suppliers To Furnish Required Materials:

Allied Building Products 954-525-1158

Ft. Lauderdale, Fl.

Contact / Chuck Hale / Frank Fernandez

25 Years Account Holder

Entegra Roof Tile 863-467-0042

Okeechobee, Fl.

Contact / Susie Delpino

25 Years Account Holder

LIMITED-LIFETIME TRANSFERABLE PRODUCT WARRANTY

Subject to the terms of this Limited Warranty, ENTEGRA ROOF TILE, LLC. ("Entegra"), hereby warrants to the original owner of the structure located at the address listed below and the first subsequent owner of such structure to whom this Limited Warranty is transferred in accordance with Entegra's policy that Entegra's tiles installed on such structure, shall not allow water to pass through the body of the tile because of structural deterioration of the tile as a result of normal exposure to the environment or latent manufacturing defects.

For purposes of this Limited Warranty, Entegra tiles shall be deemed to have suffered structural deterioration of the tile as a result of normal exposure to the environment or to have latent manufacturing defects if such tiles do not pass the Transverse Break Strength or Permeability tests set out in ASTM C 1492 sections 7.4 and 7.5, in effect on the date the tile was manufactured. Such test shall be conducted in accordance with these standards by a Miami-Dade County or Florida Building Code approved testing agency and/or Entegra. Entegra reserves the right to receive tiles from the structure provided by owner to test and/or inspect the installation of the tile and take tiles for testing purposes. Entegra will provide replacement tile whose shape, texture and color are as close to original tile as is currently available, or the cash equivalent value, for each tile that suffered such structural deterioration or has a verified manufacturing defect covered by this Limited Warranty. Tile or cash equivalent will be provided within 60 days from the date the tile was verified as having a manufacturing defect.

When latent manufacturing defects covered by this Limited Warranty cause intrusion of water into the structure within 25 years of the original installation of the tile, Entegra will also pay for reasonable costs associated with material and labor to (a) remove each tile that has a verified manufacturing defect covered by this Limited Warranty and (b) install the replacement tiles, including freight, roof loading, underlayment, nails, screws, foam, roofing sealant or any other materials required by local building codes; provided, however, that labor cost will not be paid if the manufacturing defects were or should have been obvious prior to or during installation.

If this Limited Warranty has not been properly registered with Entegra, the length of the Warranty, including the warranty for reasonable labor and materials, shall be limited to two (2) years from the date the tiles were installed. If this Limited Warranty has not been properly transferred to the first subsequent owner within 90 days of the date the structure was transferred to first subsequent owner, this Limited Warranty will expire on the date the property was transferred. Please use the Warranty Transfer Form found on Entegra's website to properly transfer this Limited Warranty. This Limited Warranty is governed by Florida law.

THIS LIMITED WARRANTY IS EXPRESSLY GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED (WHETHER WRITTEN OR ORAL), INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ENTEGRA EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT THEY CANNOT BE DISCLAIMED, THE IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIFE OF THE EXPRESS WARRANTIES.

ENTEGRA SPECIFICALLY EXCLUDES AND DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING TEXTURE, COLOR, CHIPPING, SURFACE CRACKS, SURFACE DELAMINATION, EFFLORESCENCE, IMPROPER INSTALLATION, DEFECTS OR FAILURE OF OTHER COMPONENTS USED IN THE ROOF OR STRUCTURE, DAMAGE CAUSED BY ROOF TRAFFIC OR FOREIGN OBJECTS FALLING ON THE ROOF, DAMAGE CAUSED BY CORROSIVES, DAMAGE CAUSED BY ACTS OF GOD INCLUDING, BUT NOT LIMITED TO, ICE BUILDUP, HAIL, HURRICANES, TORNADOES, THUNDERSTORMS, EARTHQUAKES, AND FIRE, DAMAGE CAUSED BY FAILURE TO COMPLY WITH ENTEGRA'S RECOMMENDATIONS SET FORTH ON ENTEGRA'S WEBSITE UNDER RECOMMENDATIONS TO TILE ROOF OWNERS.

ENTEGRA, SHALL NOT BE LIABLE TO OWNER OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR OTHER DAMAGES WHATSOEVER INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOSS OF USE, LOST PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY (INCLUDING PROPERTY WITHIN STRUCTURE) OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS RESULTING FROM ANY BREACH OF WARRANTY OR THE REPLACEMENT OF ROOF TILES OR THE GRANTING OF A REASONABLE ALLOWANCE ON ACCOUNT OF ANY SUCH DEFECTS, AS ENTEGRA IN ITS SOLE DISCRETION MAY ELECT. SOME STATES DO NOT ALLOW EXCLUSIONS OR LIMITATION ON INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS MAY NOT APPLY.

To properly register your Warranty, submit the required information on our website at <http://www.entegra.com/warranty>. If unable to complete online, fill in the information below and mail a copy to: Entegra Roof Tile Sales, LLC, 1289 NE 9th Avenue, Okeechobee, FL 34972-4339. Warranty information is only valid if received by Entegra within 180 days from the date the tile was installed.

Homeowner name: _____
Date roof was completed: _____
Address of installation: _____
Name of roofing contractor: _____
Name of builder: _____
Profile and color of tile: _____

ENTEGRA
ROOF TILE

www.Entegra.com

ENTEGR

ROOF TILE

Warranty Registration

Fill in completely and mail to:

Entegra Sales, Inc.
ATTN: Warranty Department
1289 NE 9th Avenue
Okeechobee, FL 34972

The Warranty is not applicable until Registration information is received by Entegra Sales, Inc. and is in compliance with the conditions of the Warranty.

I/We have read the entire warranty and understand its provisions and limitations:

Please Print:

Company/Location: _____

Address _____ City _____ State _____ Zip _____

Roofing Contractor: _____ Date of Installation: _____

Address: _____ City _____ State _____ Zip _____

Note : This warranty will only be honored if the following conditions are met :

- *The Warranty Registration has been completed and sent to Entegra within 90 days of installation.*
- *If the Warranty Registration has not been properly registered, the warranty will be limited to two (2) years from the original installation date.*
- *Notify Entegra within 30 days of when the facts of the claim became known ; and*
- *Allow Entegra time to investigate and approve the claim.*



DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION
NOTICE OF ACCEPTANCE (NOA)

MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION
11805 SW 26 Street, Room 208
Miami, Florida 33175-2474
T (786) 315-2590 F (786) 315-2599
www.miamidadc.gov/economy

Entegra Roof Tile, LLC
1289 NE 9th Ave
Okeechobee, FL 34972

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER -Product Control Section to be used in Miami-Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Section (in Miami-Dade County) and/or the AHJ (in areas other than Miami-Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. RER reserves the right to revoke this acceptance, if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein, and has been designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

DESCRIPTION: Plantation Roof Tile

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

TERMINATION of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

ADVERTISEMENT: The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA renews NOA #14-1120.04 and consists of pages 1 through 7.
The submitted documentation was reviewed by Gaspar J Rodriguez.



NOA No.: 15-0721.04
Expiration Date: 12/08/20
Approval Date: 11/05/15
Page 1 of 7

ROOFING ASSEMBLY APPROVAL

Category: Roofing
Sub-Category: Roofing Tiles
Material: Concrete

1. PRODUCT DESCRIPTION

<u>Manufactured by Applicant</u>	<u>Dimensions</u>	<u>Test Specifications</u>	<u>Product Description</u>
Plantation Tile	Length: 16½" Width: 13"	TAS 112	Flat concrete roof tile for direct deck or battened nail-on, mortar or adhesive set applications.
Trim Pieces	L = varies W = varies Varying thickness	TAS 112	Accessory trim, concrete roof pieces for use at hips, rakes, ridges and valley terminations. Manufactured for each tile profile.

2.1. MANUFACTURING LOCATION

1. Okeechobee, FL

2.2 SUBMITTED EVIDENCE:

<u>Test Agency</u>	<u>Test Identifier</u>	<u>Test Name/Report</u>	<u>Date</u>
American Test Lab of South Florida	RT0624.05-14	TAS 112	07/03/14
Redland Technologies	7161-03 Appendix III	Static Uplift Testing PA 102 & PA 102(A)	Dec. 1991
The Center for Applied Engineering, Inc.	94-060B 94-084	Static Uplift Testing PA 101 (Adhesive Set) (Mortar Set)	March, 1994 May 1994
Redland Technologies	7161-03 Appendix II	Wind Tunnel Testing PA 108 (Nail-On)	Dec. 1991
Redland Technologies	Letter Dated Aug. 1, 1994	Wind Tunnel Testing PA 108 (Nail-On)	Aug. 1994
Redland Technologies	P0631-01	Wind Tunnel Testing PA 108 (Mortar Set)	July 1994
Redland Technologies	P0402	Withdrawal Resistance Testing of screw vs. smooth shank nails	Sept. 1993
The Center for Applied Engineering, Inc.	Project No. 307025 Test #MDC-76	Wind Driven Rain PA 100	Oct. 1994
Walker Engineering, Inc.	Calculations	Aerodynamic Multiplier	March 1999 April 1999
Walker Engineering, Inc.	Calculations	25-7183 25-7094 25-7496	March 1995 February 1996 April 1996



NOA No.: 15-0721.04
Expiration Date: 12/08/20
Approval Date: 11/05/15
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2.2 SUBMITTED EVIDENCE:

<u>Test Agency</u>	<u>Test Identifier</u>	<u>Test Name/Report</u>	<u>Date</u>
Walker Engineering, Inc.	Calculations	25-7584 25-7804b-8 25-7804-4 & 5 25-7848-6	December 1996
Walker Engineering, Inc.	Calculations	Two Patty Adhesive Set System	April 1999
Farabaugh Engineering and Testing Inc.	T295-11	TAS-108	10/05/11
Farabaugh Engineering and Testing Inc.	T306-11	TAS-108	10/04/11
Farabaugh Engineering and Testing Inc.	T279-11	TAS-108	09/23/11

3. LIMITATIONS

- 3.1 Fire classification is not part of this acceptance.
- 3.2 For mortar or adhesive set tile applications, a static field uplift test shall be performed in accordance with TAS 106.
- 3.3 Applicant shall retain the services of a Miami-Dade County Certified Laboratory to perform quarterly test in accordance with TAS 112, appendix 'A'. Such testing shall be submitted to the Miami-Dade Product Control office for review.
- 3.4 Minimum underlayment shall be in compliance with the applicable Roofing Applications Standards listed section 4.1 herein.
- 3.5 30/90 hot mopped underlayment applications may be installed perpendicular to the roof slope unless stated otherwise by the underlayment material manufacturers published literature.
- 3.6 This acceptance is for wood deck applications. Minimum deck requirements shall be in compliance with applicable building code.
- 3.7 All products listed herein shall have a quality assurance audit in accordance with the Florida Building Code and Rule 61G20-3 of the Florida Administrative Code.

4. INSTALLATION

- 4.1 Plantation Roof Tile and its components shall be installed in strict compliance with Roofing Application Standard RAS 118, RAS 119 and RAS 120.
- 4.2 Data For Attachment Calculations

Table 1: Average Weight (W) and Dimensions (l x w)			
Tile Profile	Weight-W (lbf)	Length-l (ft)	Width-w (ft)
Plantation Tile	11.6	1.375	1.08

Table 2: Aerodynamic Multipliers - λ (ft ³)		
Tile Profile	λ (ft ³) Batten Application	λ (ft ³) Direct Deck Application
Plantation Tile	0.267	0.289

Table 3: Restoring Moments due to Gravity - M_g (ft-lbf)												
Tile Profile	2": 12"		3": 12"		4": 12"		5": 12"		6": 12"		Greater than 7": 12"	
	Battens	Direct Deck	Battens	Direct Deck	Battens	Direct Deck	Battens	Direct Deck	Battens	Direct Deck	Battens	Direct Deck
Plantation Tile	7.22	7.91	6.85	7.79	6.75	7.67	6.61	7.52	6.44	7.32	6.26	7.04

**Table 4: Attachment Resistance Expressed as a Moment - M_r (ft-lbf)
For Nail-On Systems**

Tile Profile	Fastener Type	Direct Deck (Min 15/32" plywood)	Direct Deck (Min. 19/32" plywood)	Battens
Plantation Tile	2-10d Ring Shank Nails	30.9	38.1	17.2
	1-10d Smooth or Screw Shank Nail	7.3	9.8	4.9
	2-10d Smooth or Screw Shank Nails	14.0	18.8	7.4
	1 #8 Screw	30.8	30.8	18.2
	2 #8 Screw	51.7	51.7	24.4
	1-10d Smooth or Screw Shank Nail (Field Clip)	24.3	24.3	24.2
	1-10d Smooth or Screw Shank Nail (Eave Clip)	19.0	19.0	22.1
	2-10d Smooth or Screw Shank Nails (Field Clip)	35.5	35.5	34.8
	2-10d Smooth or Screw Shank Nails (Eave Clip)	31.9	31.9	32.2
	2-10d Ring Shank Nails ¹	50.3	65.5	48.3

¹ Installation with a 4" tile headlap and fasteners are located a minimum of 2½" from the head of tile.

**Table 5: Attachment Resistance Expressed as a Moment M_r (ft-lbf)
For Two Patty Adhesive Set Systems**

Tile Profile	Tile Application	Minimum Attachment Resistance
Plantation Tile	Adhesive	31.3 ³

² See manufactures component approval for installation requirements.

³ Flexible Products Company TileBond Average weights per patty 13.9 grams.
3M™ 2-Component Foam Roof Tile Adhesive AH-160. Average weight per patty 8 grams.

**Table 6: Attachment Resistance Expressed as a Moment - M_r (ft-lbf)
For Single Patty Adhesive Set Systems**

Tile Profile	Tile Application	Minimum Attachment Resistance
Plantation Tile	3M™ 2-Component Foam Roof Tile Adhesive AH-160	118.9 ⁴
	3M™ 2-Component Foam Roof Tile Adhesive AH-160	40.4 ⁵

⁴ Large patty placement of 45 grams of 3M™ 2-Component Foam Roof Tile Adhesive AH-160

⁵ Medium patty placement of 24 grams of 3M™ 2-Component Foam Roof Tile Adhesive AH-160.

MIAMI-DADE COUNTY
APPROVED

NOA No.: 15-0721.04
Expiration Date: 12/08/20
Approval Date: 11/05/15
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Table 7: Attachment Resistance Expressed as a Moment - M_r (ft-lbf) for Mortar Set Systems		
Tile Profile	Tile Application	Attachment Resistance
See specific mortar manufacturer's Notice of Acceptance.		

5. LABELING

All tiles shall bear the imprint or identifiable marking of the manufacturer's name or logo as seen below or following statement: "Miami-Dade County Product Control Approved".



OR



PLANTATION ROOF TILE LABEL (LOCATED ON UNDERSIDE OF TILE)

6. BUILDING PERMIT REQUIREMENTS:

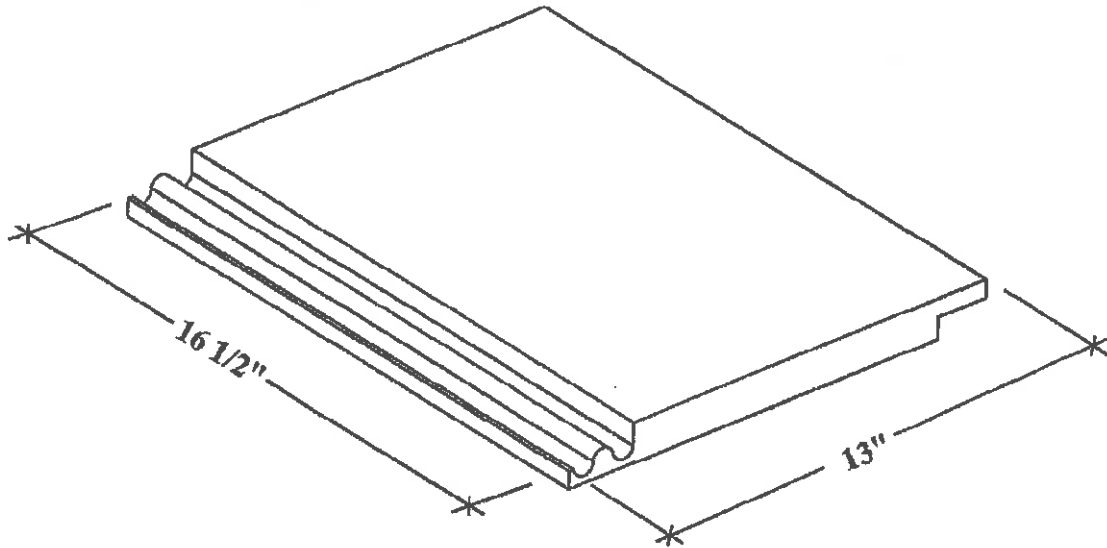
- 6.1 Application for building permit shall be accompanied by copies of the following:
 - 6.1.1 This Notice of Acceptance.
 - 6.1.2 Any other documents required by Building Official or Applicable building code in order to properly evaluate the installation of this system.



NOA No.: 15-0721.04
 Expiration Date: 12/08/20
 Approval Date: 11/05/15
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PROFILE DRAWING

PLANTATION FLAT CONCRETE TILE



END OF THIS ACCEPTANCE



NOA No.: 15-0721.04
Expiration Date: 12/08/20
Approval Date: 11/05/15
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DEPARTMENT OF PERMITTING, ENVIRONMENT, AND REGULATORY AFFAIRS (PERA)
BOARD AND CODE ADMINISTRATION DIVISION

MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION
11805 SW 26 Street, Room 208
Miami, Florida 33175-2474
T (786) 315-2590 F (786) 315-2599
www.miamidade.gov/pera

NOTICE OF ACCEPTANCE (NOA)

3M Company
3M Center Building 0220-05-E-06
St. Paul, MN. 55144-1000

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County PERA - Product Control Section to be used in Miami Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Section (In Miami Dade County) and/or the AHJ (in areas other than Miami Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. PERA reserves the right to revoke this acceptance, if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein, and has been designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

DESCRIPTION: 3M™ 2-Component Foam Roof Tile Adhesive AH-160

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

TERMINATION of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

ADVERTISEMENT: The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This renews and revises NOA# 11-0124.04 and consists of pages 1 through 7.
The submitted documentation was reviewed by Alex Tigera.



NOA No: 12-0228.18
Expiration Date: 05/10/17
Approval Date: 05/10/12
Page 1 of 7

ROOFING COMPONENT APPROVAL:

Category: Roofing
Sub Category: Roof tile adhesive
Materials: Polyurethane

SCOPE:

This approves 3M™ 2-Component Foam Roof Tile Adhesive AH-160 as manufactured by 3M Company as described in Section 2 of this Notice of Acceptance. For the locations where the design pressure requirements, as determined by applicable building code, does not exceed the design pressure values obtained by calculations in compliance with Roofing Application Standard RAS 127, for use with approved flat, low, and high profile roof tiles system using 2-Component Foam Roof Tile Adhesive AH-160. Where the attachment calculations are done as a moment based system for single patty placement, and as an uplift based system for double patty systems

PRODUCTS MANUFACTURED BY APPLICANT:

<u>Product</u>	<u>Dimensions</u>	<u>Test Specifications</u>	<u>Product Description</u>
3M™ 2-Component Foam Roof Tile Adhesive AH-160	N/A	TAS 101	Two component polyurethane foam adhesive
Foam Dispenser RTF1000	N/A		Dispensing Equipment
ProPack® 30 & 100	N/A		Dispensing Equipment

PRODUCTS MANUFACTURED BY OTHERS:

Any Miami-Dade County Product Control Accepted Roof Tile Assembly having a current NOA which list moment resistance values with the use of 2-Component Foam Roof Tile Adhesive AH-160 roof tile adhesive.

MANUFACTURING LOCATION:

1. Tomball, TX.

PHYSICAL PROPERTIES:

<u>Property</u>	<u>Test</u>	<u>Results</u>
Density	ASTM D 1622	1.6 lbs./ft. ³
Compressive Strength	ASTM D 1621	18 PSI Parallel to rise 12 PSI Perpendicular to rise
Tensile Strength	ASTM D 1623	28 PSI Parallel to rise
Water Absorption	ASTM D 2127	0.08 Lbs./Ft ²
Moisture Vapor Transmission	ASTM E 96	3.1 Perm / Inch
Dimensional Stability	ASTM D 2126	+0.07% Volume Change @ -40° F., 2 weeks +6.0% Volume Change @ 158° F., 100% Humidity, 2 weeks
Closed Cell Content	ASTM D 2856	86%



NOA No.: 12-0228.18
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Note: The physical properties listed above are presented as typical average values as determined by accepted ASTM test methods and are subject to normal manufacturing variation.

EVIDENCE SUBMITTED:

<u>Test Agency</u>	<u>Test Identifier</u>	<u>Test Name/Report</u>	<u>Date</u>
Center for Applied Engineering	#94-060	TAS 101	04/08/94
	257818-1PA	TAS 101	12/16/96
	25-7438-3	SSTD 11-93	10/25/95
	25-7438-4		
	25-7438-7	SSTD 11-93	11/02/95
	25-7492	SSTD 11-93	12/12/95
Miles Laboratories Polymers Division	NB-589-631	ASTM D 1623	02/01/94
Ramtech Laboratories, Inc.	9637-92	ASTM E 108	04/30/93
Southwest Research Institute	01-6743-011	ASTM E 108	11/16/94
	01-6739-062b[1]	ASTM E 84	01/16/95
Trinity Engineering	7050.02.96-1	TAS 114	03/14/96
Celotex Corp. Testing Services	528454-2-1	TAS 101	10/23/98
	528454-9-1		
	528454-10-1		
	520109-1	TAS 101	12/28/98
	520109-2		
	520109-3		
	520109-6		
	520109-7		
	520191-1	TAS 101	03/02/99
	520109-2-1		

LIMITATIONS:

1. Fire classification is not part of this acceptance. Refer to the Prepared Roof Tile Assembly for fire rating.
2. 3M™ 2-Component Foam Roof Tile Adhesive AH-160 shall solely be used with flat, low, & high tile profiles.
3. Minimum underlayment shall be in compliance with the Roofing Application Standard RAS 120.
4. Roof Tile manufactures acquiring acceptance for the use of 3M™ 2-Component Foam Roof Tile Adhesive AH-160 roof tile adhesive with their tile assemblies shall test in accordance with TAS 101.
5. Roof Tile manufactures acquiring acceptance for the use of HANDI-STICK roof tile adhesive with their tile assemblies shall test in accordance with TAS 101 with section 10.4 as modified herein.

$$F' = \frac{\left(\frac{F}{2} \right) - W}{MS}$$



NOA No.: 12-0228.18
Expiration Date: 05/10/17
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INSTALLATION:

1. 3M™ 2-Component Foam Roof Tile Adhesive AH-160 may be used with any roof tile assembly having a current NOA that lists uplift resistance values with the use of 3M™ 2-Component Foam Roof Tile Adhesive AH-160.
2. 3M™ 2-Component Foam Roof Tile Adhesive AH-160 shall be applied in compliance with the Component Application section and the corresponding Placement Details noted herein. The roof tile assembly's adhesive attachment with the use of 3M™ 2-Component Foam Roof Tile Adhesive AH-160 shall provide sufficient attachment resistance, expressed as an uplift based system, to meet or exceed the uplift resistance determined in compliance with Miami-Dade County Roofing Application Standards RAS 127. The adhesive attachment data is noted in the roof tile assembly NOA.
3. 3M™ 2-Component Foam Roof Tile Adhesive AH-160 and its components shall be installed in accordance with Roofing Application Standard RAS 120, and 3M Company's 3M™ 2-Component Foam Roof Tile Adhesive AH-160 Operating Instruction and Maintenance Booklet.
4. Installation must be by a Factory Trained 'Qualified Applicator' approved and licensed by 3M Company. 3M Company shall supply a list of approved applicators to the authority having jurisdiction.
5. Calibration of the Foam Dispenser RTF1000 dispensing equipment is required before application of any adhesive. The mix ratio between the "A" component and the "B" component shall be maintained between 1.0-1.15 (A): 1.0 (B). The dispense timer shall be set to deliver 0.0175 to 0.15 pounds per tile as determined at calibration. No other settings shall be approved.
6. 3M™ 2-Component Foam Roof Tile Adhesive AH-160 shall be applied with Foam Dispenser RTF1000 or ProPack® 30 & 100 dispensing equipment only.
7. 3M™ 2-Component Foam Roof Tile Adhesive AH-160 shall not be exposed permanently to sunlight.
8. Tiles must be adhered in freshly applied adhesive. Tile must be set within 2 to 3 minutes after 3M™ 2-Component Foam Roof Tile Adhesive AH-160 has been dispensed.
9. 3M™ 2-Component Foam Roof Tile Adhesive AH-160 placement and minimum patty weight shall be in accordance with the 'Placement Details' herein. Each generic tile profile requires the specific placement noted herein.

Table 1: Adhesive Placement For Each Generic Tile Profile

Tile Profile	Placement Detail	Single Paddy Weight Min. (grams)	Two Paddy Weight per paddy Min. (grams)
Flat, Low, High Profiles	#1	35	N/A
High Profile (2 Piece Barrel)	#1	17/side on cap and 34/pan	N/A
Flat, Low, High Profiles	#2	24	N/A
Flat, Low, High Profiles	#3		8



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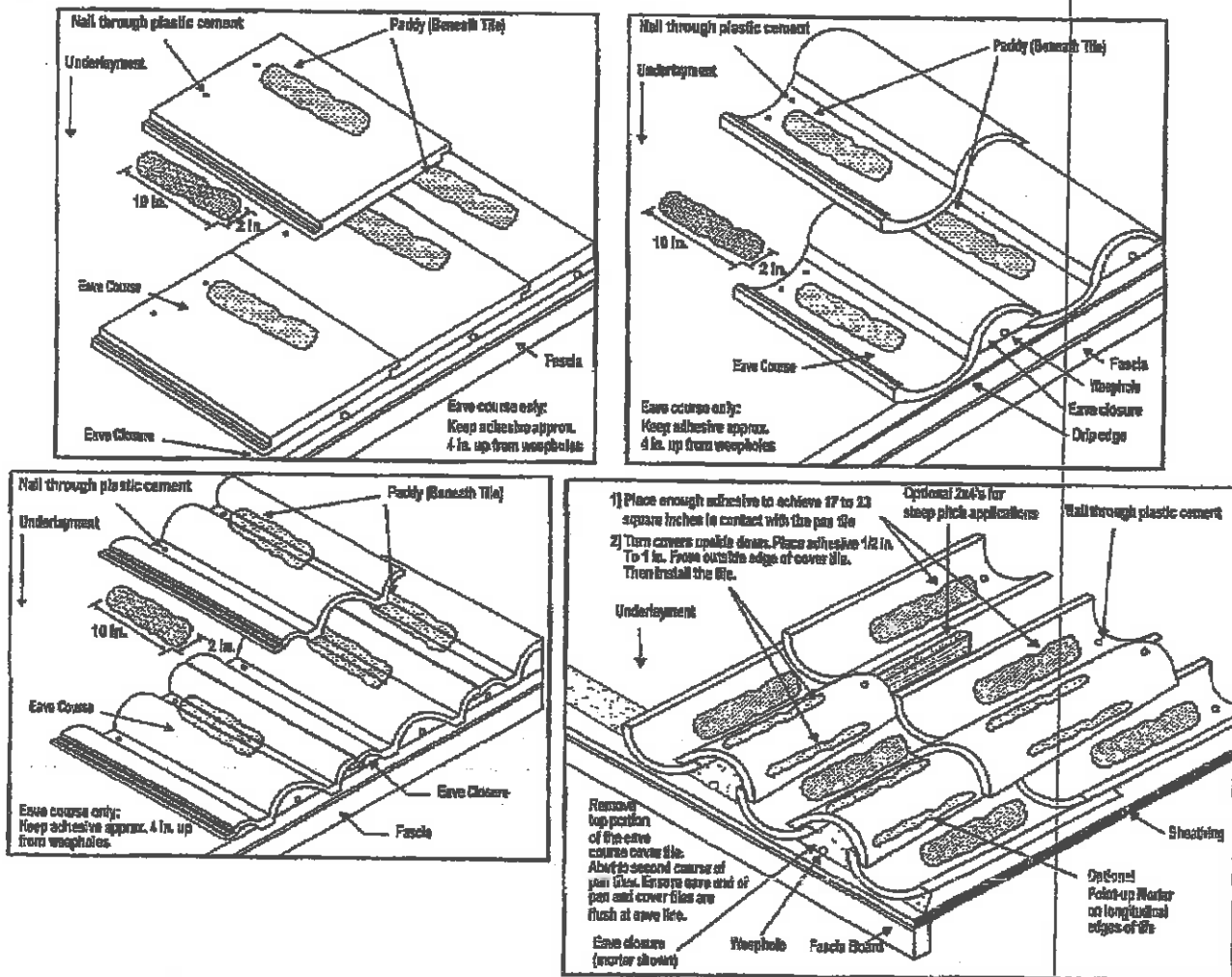
LABELING:

All 3M™ 2-Component Foam Roof Tile Adhesive AH-160 containers shall comply with the Standard Conditions listed herein.

BUILDING PERMIT REQUIREMENTS:

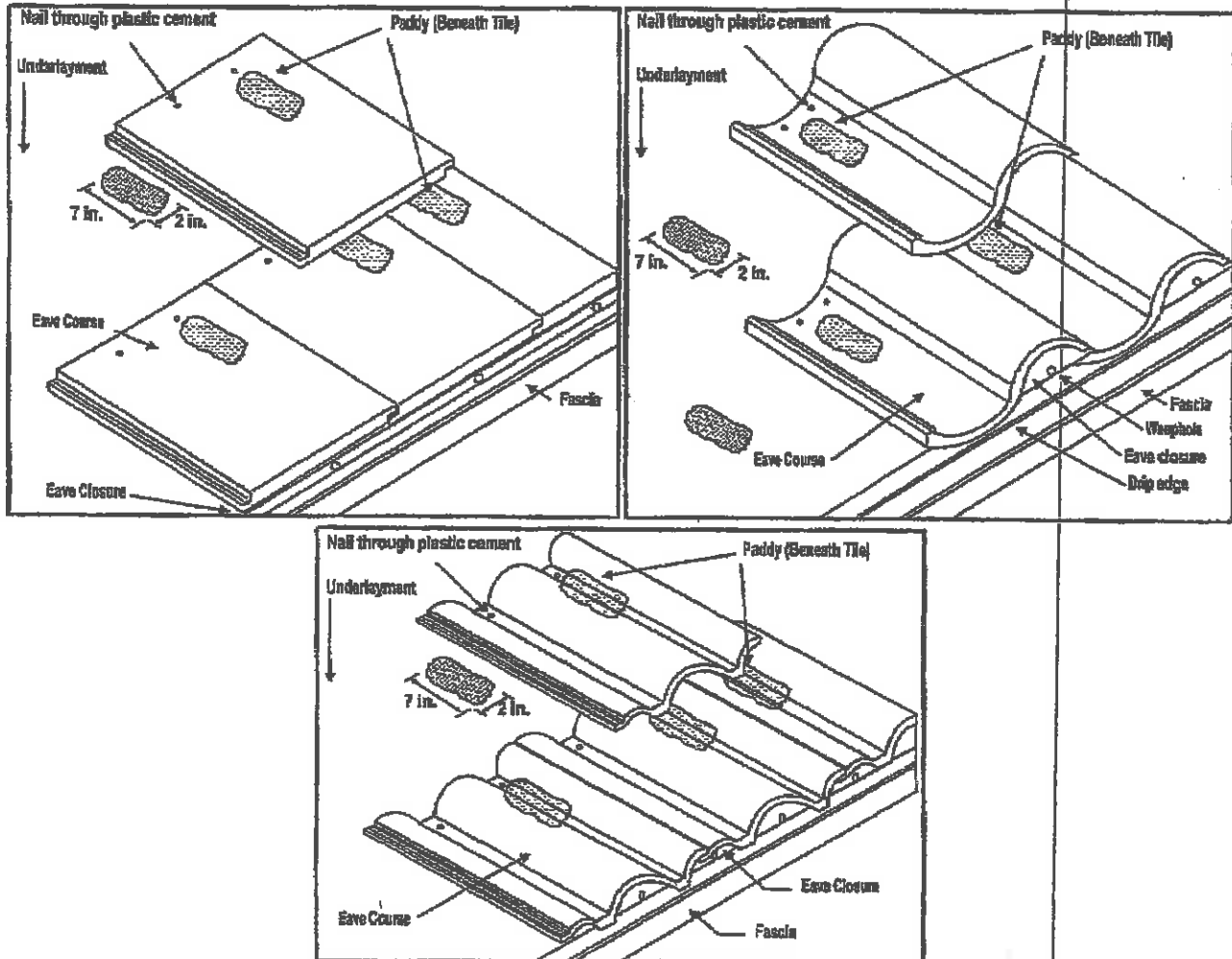
As required by the Building Official or applicable building code in order to properly evaluate the installation of this system.

ADHESIVE PLACEMENT DETAIL 1 SINGLE PATTY



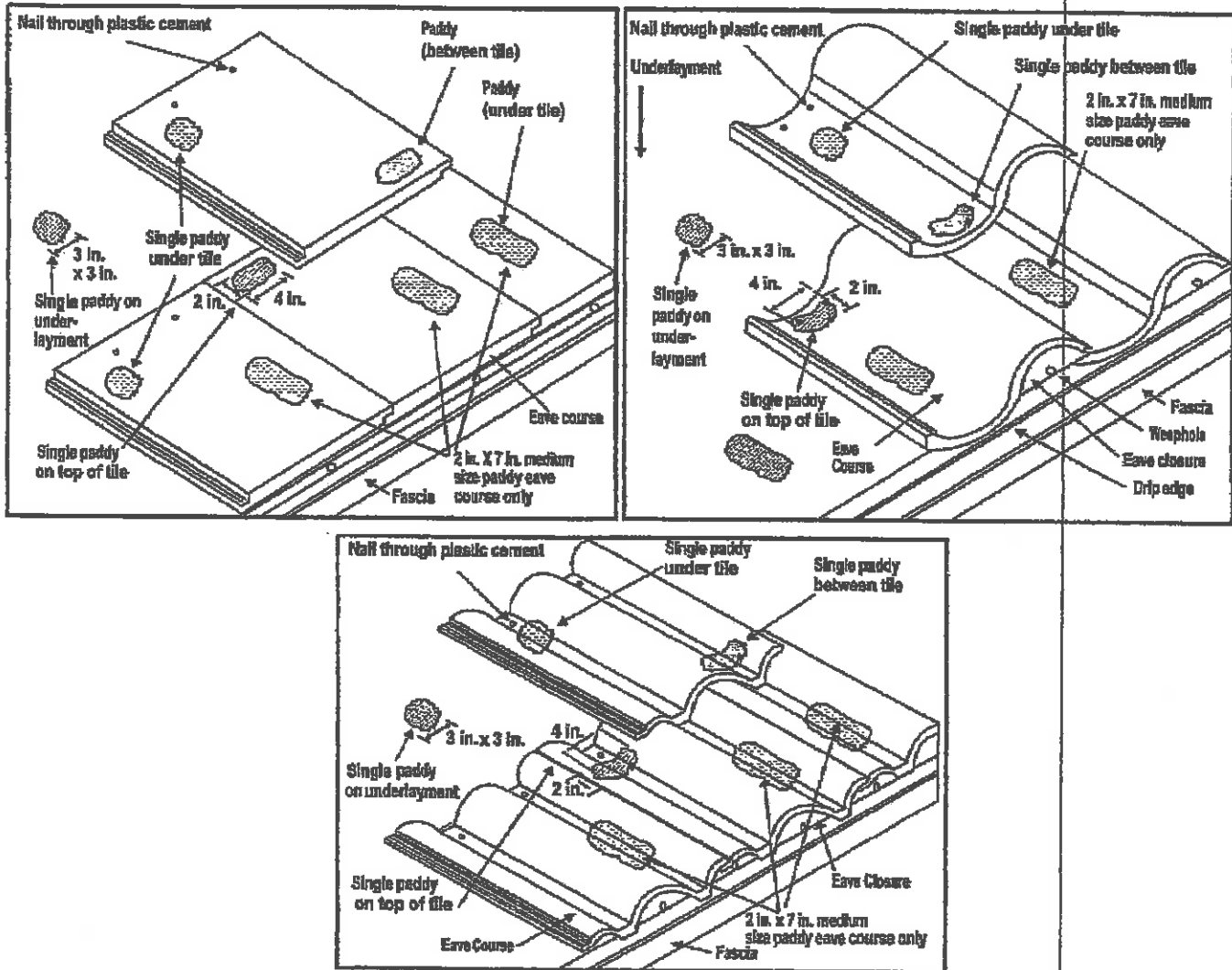
NOA No.: 12-0228.18
Expiration Date: 05/10/17
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ADHESIVE PLACEMENT DETAIL 2 SINGLE PATTY



NOA No.: 12-0228.18
 Expiration Date: 05/10/17
 Approval Date: 05/10/12
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ADHESIVE PLACEMENT DETAIL 3 DOUBLE PATTY



END OF THIS ACCEPTANCE



NOA No.: 12-0228.18
 Expiration Date: 05/10/17
 Approval Date: 05/10/12
 Page 7 of 7

COPY

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: ☐ Dave Wikel

NAME: ☐ Therma Seal Roof Systems, LLC.

ADDRESS: ☐ 1421 Oglethorpe Road, West Palm Beach, FL 33405

TELEPHONE NO.: ☐ 561-223-2096

FAX NO.: ☐ 561-444-2272

EMAIL ADDRESS: ☐ estimates@thermasealroofs.com

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

The correct name of the Bidder is: ☐ Therma Seal Roof Systems, LLC.

The address of the principal place of business is: ☐ 1421 Oglethorpe Road, West Palm Beach, FL 33405

The business is a (Sole Proprietorship) ☐ (Partnership) ☐ (Corporation) ☒

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

- a. Date of Incorporation: ☐ 2012
- b. State of Incorporation: ☐ Florida
- c. President's Name: ☐ Dave Wikel
- d. Vice President's Name: ☐ Mike Fuggetta
- e. Secretary's Name: ☐ Dave Wikel
- f. Treasurer's Name: ☐ Dave Wikel
- g. Name and address of Resident Agent: ☐ Dave Wikel 1421 Oglethorpe Road, West Palm Beach, FL 33405

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

- a. Date of organization: ☐ N/A
- b. Name, address and ownership units of all partners:
☐ N/A
- c. State whether general or limited partnership: ☐ N/A

4. If Bidder is other than an individual, corporation or partnership, describe the organization and

give the name and address of principals:

☐ N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A
6. How many years has your organization been in business under its present business name: ☐ 10 years
- a. Under what other former names has your organization operated?
☐ None.
7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.
Roofing License: CCC1325862
☐ See Attachment A
8. Have you personally inspected the site(s) of the proposed work? (Y) ☒ (N) ☐
9. Do you have a complete set of documents, including agenda? (Y) ☒ (N) ☐
10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
☐ No.
11. Within the five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.
☐ No.
12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).
☐ See Attachment B - References
13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).
☐ See Attachment C - Resumes
14. State of name of Surety Company, which will be providing the bonds if any bonds are required by the Instructions to Bidder, and name, and address of agent:
Alter Surety Group, Inc.
☐ 5979 NW 151st Street, Suite 104, Miami Lakes, FL 33014
Attn: David Satine
15. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.
☐ See Attachment B - References

16. Provide a list of work currently under contract.

☐ See Attachment D - Work In Progress Report

17. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

☐ None.

18. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

☐ None.

19. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

☐ No.

20. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

☐ N/A

21. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

<input type="checkbox"/> - crane	<input type="checkbox"/> - flat bed	<input type="checkbox"/> - rhino machine
<input type="checkbox"/> - pick up trucks	<input type="checkbox"/> - dump trailer	<input type="checkbox"/> - roll former

22. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

☐ None.

23. Please attach a copy of your latest financial statement.

See Attachment E - Financial Statement

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


Signature

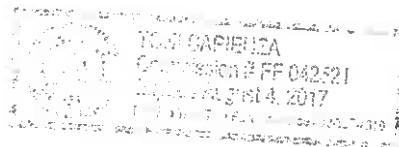
State of Florida

County of Palm Beach

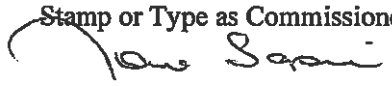
The foregoing instrument was acknowledged before me this 19 day of December, 2016 by Dave Wikel, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal,

NOTARY PUBLIC



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



[97]9001-14001

COMPLIANCE UNDER SECTION 119.0701
FLORIDA STATUTES, ON PUBLIC RECORDS

TO BE RETURNED WITH BID

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 954-797-2237, sslattery@plantation.org, 400 NW 73rd Avenue Plantation, FL 33317

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

Contractor: Therma Seal Roof Systems, LLC.

By (sign): [Signature]

Print Name: Dave Wikel

STATE OF Florida)
COUNTY OF Palm Beach)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Dave Wikel, known to be the persons described in or who has produced as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

19th WITNESS my hand and official seal in the County and State last aforesaid this day of December, 2016.

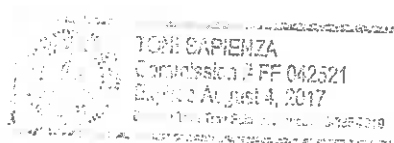
Notary Public, State of FL

Sign: [Signature]

Print: Toni Sapienza

My Commission Expires: 8/4/17

[29]9001-14001



STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

TO BE RETURNED WITH BID

Preference must be given to CONTRACTORS submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.


Signature

Dave Wikel
Printed Name

Therma Seal Roof Systems, LLC.
Company Name

12/19/16
Date

[27]9001-14001

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS

- Page 1 of 2

entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

12/19/16

STATE OF FLORIDA

COUNTY OF BROWARD COUNTY

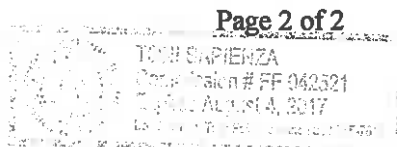
PERSONALLY APPEARED BEFORE ME, the undersigned authority, Dave Wikel, who, after first being sworn by me, affixed his/her signature in the space provided above on this 19 day of December, 2016.

(Notary Public)

My Commission Expires: 8/4/17 (seal)

[71]9001-14001

RFSP/RFCP/RFQ



Revised 9/2014

NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the Bidder certifies that this bid is made independently and free from collusion.

Bidder shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the Bidder's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Bidder, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the Bidder does not indicate any names, the City shall interpret this to mean that the Bidder has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

Witnesses:



Typed name: Abigail Wikel



Typed name: Laurie Garoutte

Bidder: Thermal Seal Roof Systems, LLC.

By:



Name: Dave Wikel

Title: President

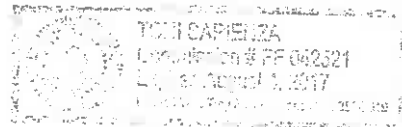
STATE OF Florida)
COUNTY OF Palm Beach)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Dave Wikel -
_____, known to be the persons described in or who has produced
_____ as identification and who executed the foregoing instrument and
acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 19th
day of December, 2016.

Notary Public, State of Florida

Sign: _____
Print: Toni Saperia
My Commission Expires: 8/4/17



RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A CORPORATION

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this 19th
day of December, 2016.

(CORPORATE SEAL)

ATTEST

By

Secretary

By:

Therma Seal Roof Systems, LLC.

Printed Name of Corporation

Florida

Printed State of Incorporation

Signature of President or other authorized officer

Dave Wikel

Printed Name of President or other authorized officer

1421 Oglethorpe Road

Address of Corporation

West Palm Beach, FL 33405

City/State/Zip

561-223-2096

Business Phone Number

State of Florida

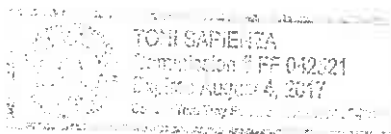
County of Palm Beach

The foregoing instrument was acknowledged before me this 19th day of December,
2016, by Dave Wikel (Name), President (Title) of
Therma Seal Roof Systems, LLC. (Name of Company) on behalf of the
corporation, who is personally known to me or who has produced _____ as
identification and who did (did not) take an oath.

WITNESS my hand and official seal.

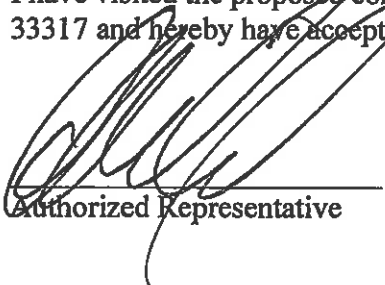
NOTARY PUBLIC

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



SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed construction site located at 401 NW 70 Terrace, Plantation, FL 33317 and hereby have accepted the existing site conditions.



Authorized Representative

Therma Seal Roof Systems, LLC.
Company

12/19/16
Date

Failure to attest to the above may be grounds for rejection of proposal.

[50]9001-14001

TO BE RETURNED WITH BID

Cooperation with the Broward County Office of Inspector General

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:



Name: Abigail Wikel



Name: Laurie Garoutte

By: 

Name: Dave Wikel

Title: President

STATE OF Florida)
COUNTY OF Palm Beach)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Dave Wikel - _____, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

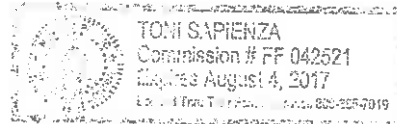
WITNESS my hand and official seal in the County and State last aforesaid this 19th day of December, 2016.

Notary Public, State of FL

Sign: _____

Print: Toni Sapienza

My Commission Expires: 8/4/17



[64]9001-14001

Local Business Certification Form

The undersigned affirms as true, under penalties of perjury, as follows:

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of City of Plantation Ordinance Number 2437, § 1 which codified Section 2-227 of the City Code.

Pursuant to Section 255.0991, 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 this competitive solicitation, Section 2-227 of the City Code **shall not** apply.

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such business is a Local Business as defined by the Code.

The undersigned claims qualification in the event that the Local Business Preference applies to this procurement and the business is determined to be a Qualified Local Business as defined by the Code.

Dated: _____

N/A

Signed: _____

Printed Name of Signor: _____

Title of Signor: _____

Name of Firm: _____

Sec. 2-227. - Local business preference.

(a)

Definitions. For purposes of this section, the following terms shall have the respective meanings as set forth in this subsection:

Business location means a permanent office or other use of property in which a vendor operates, conducts, engages in or carries on all or a portion of its business, provided that the mere use of a post office box shall not be sufficient to constitute a business location under this provision.

Local business means a vendor or contractor who has paid its local business tax to the City of Plantation at least six (6) months prior to bid or proposal opening date; does business in the city community by providing goods, services, or construction; and maintains a physical business address located within the jurisdictional limits of the city in an area zoned for the conduct of such business from which the vendor or contractor operates or performs business on a day-to-day basis. Post office boxes shall not be used for the purpose of establishing said physical address.

Qualified local business means a local business that satisfies the requirements under the bid or proposal guidelines to perform the services or goods requested.

Vendor means a sole proprietorship, partnership, corporation, limited partnership or limited liability corporation or other recognized business entity that offers to contract with the city for either goods or services.

(b)

Procedure; notice of option to match lowest response. The city shall give a preference to a qualified local business that responds to competitive procurement in the following manner:

(1)

If a qualified local business submits a response to one (1) of the city's competitive procurement processes set forth in section 2-220(b) (requests for sealed proposals) (but only where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will be available), (d) (requests for competitive proposals), 2-220(e) (sealed bids in response to an invitation to bid), and 2-220(f) (design build projects which are procured using a competitive proposal process), or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in section 2-226(b) and as may be increased or decreased by authorized adjustments, and the original response of the qualified local business is within five (5) percent of the low response, then the city shall give the qualified local business the opportunity to meet the price of the low response. The order of preference by which the qualified local business shall be given the opportunity to match the low response shall be from the lowest to the highest response, as long as the initial response was within five (5) percent of the low response.

(2)

The city shall give the qualified local business written notice of the opportunity to match the price of the low response within five (5) business days of determining the low response. There shall only be one (1) valid notice of an opportunity to match the price of the low response outstanding at any one (1) point in time. Notice shall be deemed received by the qualified local business by mailing or otherwise transmitting the notice to the address, email, facsimile or otherwise that was supplied by the qualified local business at the time of responding.

(3)

The qualified local business to whom a written notice has been mailed or otherwise transmitted must respond to the city in writing. If the qualified local business fails to file a response to the notice with the city within two (2) days of the posting or transmission of the notification of the

option to match the low response, then the failure to respond shall be deemed to be a denial of the opportunity to match the low response. Should the qualified local business choose to meet the price of the low response, then the city shall award the contract to the qualified local business. If no qualified local business accepts the option to match the low response, then the contract shall be offered to the lowest responder.

- (c) *Disclosure.* The requirements of the city's local policy shall be disclosed in all the city's competitive procurement processes to which this preference applies or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in section 2-226(b) and as may be increased or decreased by authorized adjustments.

- (d) *Exceptions.* The procurement preference set forth in this section shall not apply to any of the following purchases or contracts:

- (1) Goods or services provided under a cooperative purchasing agreement or interlocal agreement;
- (2) Purchases or contracts which are funded, in whole or in part, by a governmental entity where the laws, regulations, or policies governing such funding prohibit or prevent the application of the preference;
- (3) Purchases made or contracts let under emergency or noncompetitive situations;
- (4) Purchases with an estimated cost of less than the amount stipulated for informal bids, as referenced and indexed in section 2-226(b) (which is currently three thousand five hundred sixty-nine dollars (\$3,569.00)) and as may be increased or decreased by authorized adjustments;
- (5) Purchases or contracts procured utilizing procurement processes set forth in section 2-220(b) (requests for sealed proposals) (except where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will apply) (c), (requests for qualifications), and (g) (design build projects and professional services contracts which are competitively procured using a qualifications based procurement process); and,
- (6) Notwithstanding the above, any purchase using any of the available procurement processes in this Code wherein the procurement documents expressly indicate that the local business preference set forth in this section shall not be available.

- (e) The application of local preference to a particular purchase, contract, or category of contracts for which the city council is the awarding authority may be waived upon written justification and recommendation by the mayor and approval of the city council.

- (f) The preference established in this section does not prohibit the right of the city council or the mayor to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.

- (g) The response preference established in this section does not prohibit the city council, or mayor, from giving any other preference permitted by law in addition to the preference authorized in this section.

(Ord. No. 2437, § 1, 2-10-2010)

[96]9001-14001

REVISED BID FORM
CITY OF PLANTATION

Bid of Bidder Therma Seal Roof Systems, LLC.

Address 1421 Oglethorpe Road, West Palm Beach, FL 33405

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

PROJECT NAME: Development Services Building Roof Placement, City Project 17-02
ITB No. 038-16

City of Plantation

TO: City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

The Undersigned Bidder proposes and agrees if this bid is accepted, to enter an agreement with the OWNER to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This bid will remain open for thirty days after the day of Bid Opening. Bidder will sign the agreement and submit the contract security and other documents required by the Contract Documents within 15 days after the date of Owner's Notice to Award.

In submitting this bid, Bidder represents as more fully set forth in the Agreement, that:

- A. Bidder has examined copies of all the Contract Documents and of the following Addenda:
(if any addenda have been issued)

DATE:
12/14/16

ADDENDA NUMBER:
Addendum 1

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instruction to Bidder.

- B. Bidder has examined the site and locality where the work is to be performed, the legal requirements Federal, State and Local Laws, Ordinances, Rules and Regulations) and the

conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

- C. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
- D. BIDDER shall complete the Work for the following price. It is the OWNER'S intent to award a contract based upon the total base bid or alternate bid amount.

BASE BID:

- 1a. Remove existing roofing system and replace with Entegra Roof Tile – Plantation profile – Cedar Tan, Black & Brown Antique, Sealed, Slate Like, product id F-CDTN-CD-Y-SL-15 or approved equal with 30/90 hot mop underlayment system. \$ 155,500.00
- 1b. Remove and replace damaged plywood decking.
Estimated quantity 640 SF x unit cost \$ 2.00 \$ 1,280.00
- 1c. Remove and replace fascia
Estimated quantity 50 LF x unit cost \$ 8.00 \$ 400.00
- 1d. Project Contingency \$ 2,500.00
- TOTAL BASE BID (items 1a, 1b, 1c, and 1d.)** \$ 159,680.00

Written: One Hundred Fifty-Nine Thousand Six Hundred Eighty Dollars

ALTERNATE BID:

- 2a. Remove existing roofing system and replace with Entegra Roof Tile – Plantation profile – Cedar Tan, Black & Brown Antique, Sealed, Slate Like, product id F-CDTN-CD-Y-SL-15 or approved equal with Tag & Stick underlayment system as manufactured by Entegra or approved equal. \$ 164,500.00
- 2b. Remove/replace damaged plywood decking.
Estimated quantity 640 SF x unit cost \$ 2.00 \$ 1,280.00
- 2c. Remove and replace fascia
Estimated quantity 50 LF x unit cost \$ 8.00 \$ 400.00
- 2c. Project Contingency \$ 2,500.00
- TOTAL ALTERNATE BID (items 2a, 2b, 2c, and 2d.)** \$ 168,680.00

Written: One Hundred Sixty-Eight Thousand Six Hundred Eighty Dollars

Bidder agrees that the Work will be completed within the time identified in the Agreement after the date when the Contract time commences to run as provided in Paragraph 2.3 of the General Conditions (Notice to Proceed).

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

Communications concerning this Bid shall be addressed to the address of Respondent indicated below.

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

The undersigned also agrees as follows:

First: to do any extra work not covered by the foregoing Schedule of Price which may be ordered by the OWNER, and to accept as full compensation therefore, such prices may be agreed upon in writing by the OWNER and the BIDDER pursuant to the applicable provisions of the General Conditions.

Second: Within fifteen days from the "Notice of Award", of this bid, to execute the Contract and to furnish to the OWNER a satisfactory Performance Bond in the approved City form, guaranteeing the faithful performance of the Work and payment of bills, the BIDDER to pay for said bond.

Third: To begin work on the date specified in the "Notice to Proceed". Accompanying this bid is a certified check, cashier's check or Bid Bond for 5% of Bid payable to the City of Plantation which is to be forfeited if, in the event that this Bid is accepted, the undersigned shall fail to execute the contract and furnish satisfactory Contract Security under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or Bid Bond is to be returned as provided herein.

SUBMITTED ON: December 20th, 2016

SIGNATURE OF BIDDER:

TITLE (if any): President

ADDRESS: 1421 Oglethorpe Road, West Palm Beach, FL 33405

Incorporated under the laws of the State of Florida.

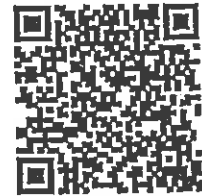
{46}9001-14001

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CCC1325862

The ROOFING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489-FS.
Expiration date: AUG 31, 2018



WIKEL, DAVE LESLIE
THERMA SEAL ROOF SYSTEMS LLC
1421 OGLETHORPE ROAD
WEST PALM BEACH, FL 33405

ISSUED: 08/18/2016

DISPLAY AS REQUIRED BY LAW

SEQ # - L1608180001998



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT

1421 OGLETHORPE RD
WEST PALM BEACH, FL 33405

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0081 ROOFING CONTRACTOR	WIKEL DAVE LESLIE	CCC1325862	B16.506066 - 08/23/16	\$27.60	B40164162

This document is valid only when receipted by the Tax Collector's Office.

THERMA SEAL ROOF SYSTEMS LLC
THERMA SEAL ROOF SYSTEMS LLC
1421 OGLETHORPE RD
WEST PALM BEACH, FL 33405



STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201360538
EXPIRES: SEPTEMBER 30, 2017

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT

1421 OGLETHORPE RD
WEST PALM BEACH, FL 33405

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0125 CW ROOFING CONTRACTOR	WIKEL DAVE LESLIE	CCC1325862	B16.506067 - 08/23/16	\$185.85	B40164161

This document is valid only when receipted by the Tax Collector's Office.

THERMA SEAL ROOF SYSTEMS LLC
THERMA SEAL ROOF SYSTEMS LLC
1421 OGLETHORPE RD
WEST PALM BEACH, FL 33405



STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201360539
EXPIRES: SEPTEMBER 30, 2017

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



THERMA SEAL
ROOF SYSTEMS, LLC.

State License #CCC1325862

Therma Seal Roof Systems, LLC

1421 Oglethorpe

West Palm Beach, FL 33405

Phone: (561) 223-2096

Fax: (561) 444-2272

Attachment B

REFERENCES

Project: Loftin Place
Project Address: 705 N. Olive Avenue, West Palm Beach, FL 33401
Contract Amount: \$500,000.00
Contractor: Kast Construction Company, LLC.
Project Manager: Milton Cater
Contact Information: 561-512-8553
Description: New construction with lightweight concrete and single ply

Project: AC Hotel by Marriott Aventura
Project Address: 20805 Biscayne Blvd., Aventura, FL 33180
Contract Amount: \$200,000.00
Contractor: Craft Construction Company, LLC.
Property Manager: Eddie Mezardjian
Contact Information: 954-372-1017
Description: New construction with lightweight concrete and single ply

Project: Crystal Riviiera Apartment
Project Address: 3801 Crystal Lake Drive, Pompano Beach, FL 33064
Contract Amount: \$600,000.00
Contractor: Core Construction Services of Florida, LLC.
Contact: Brett Barry
Contact Information: 941-445-3866
Description: New construction with lightweight concrete and single ply

Project: The Residences at Fountain Square
Project Address: 10001 West Flagler Street, Miami, FL 33172
Contract Amount: \$465,000.00
Contractor: Kaufman Lynn Construction, Inc.
Project Manager: Andy Poschl
Contact Information: 561-235-8562 or aposchl@kaufmanlynn.com
Description: New construction with lightweight concrete and single ply

Solutions Driven. Customer Focused.

Project: Broward County Public Safety
Project Address: 2601 West Broward Blvd, Fort Lauderdale, FL 33312
Contract Amount: \$860,000.00
Contractor: West Construction, Inc.
Project Manager: Mr. Matt West
Contact Information: 561-588-2027 or mwest@westconstructioninc.net
Description: Complete tear off and reroof of four (4) buildings totaling 40,000 SF. Installed new Fibertite single ply membrane over tapered insulation.

Project: Dorms A, B, C, Multipurpose Building and Administration Building Re-Roof at Martin Correctional Institution
Project Address: 1150 SW Allapattah Road, Indiantown, FL 34956
State Project Number: NX-30
Contract Amount: \$780,000.00
Owner: Florida Department of Corrections
Construction Consultant: Kent Bass
Contact Information: 850-688-5098 or kent.bass@fdc.myflorida.com
Description: Re-Roof

Project: Village Place Apartments
Project Address: 720 NE 4th Avenue, Fort Lauderdale, FL 33304
Contract Amount: \$165,000.00
Contractor: Current Builders
Project Manager: Mr. Scott Remer
Contact Information: 954-977-4211 or sremer@currentbuilders.net
Description: 60,000 SF of light weight concrete and Carlisle single ply membrane
Manufacturer: Carlisle

Project: Barcelona Luxury Apartments
Project Address: 1030 N. Military Trail, Jupiter, FL 33458
Contract Amount: \$758,620.00
Contractor: Kast Construction
Project Manager: Kahlik Campbell
Contact Information: 561-662-9283 or kcampbell@kastbuild.com
Description: 140,000 SF of new tile

Solutions Driven. Customer Focused.

Attachment C



State License #CCC1 325862

Therma Seal Roof Systems, LLC
1421 Oglethorpe
West Palm Beach, FL 33405

Phone: (561) 223-2096

Fax: (561) 444-2272

RESUME

Dave Wikel, President

Personal Information:

Birthday: August 16th, 1953
Place of Birth: Ann Arbor Michigan
Address: 608 Inlet Road
North Palm Beach, FL 33408

Education:

Duke University – Graduated 1976 (Business Degree)

Experience:

2013 to Present – Therma Seal Roof Systems, LLC. – President

2008 - 2013 – Therma Seal / Petersendean Roofing and Solar Systems, Inc. – Vice-President

Duties included completed management of all office and field operations. Expanded market throughout the Southeast United States and Puerto Rico. Grew business to over \$40,000,000.00 in annual revenues.

2003 - 2008 – Therma Seal Roof Systems, Inc. – President and Owner

Duties include complete management of all office and field operations. Estimating, sales, purchasing, production, human resources, and the overall supervision of the day to day business operations.

Annual Revenues: \$17,000,000.00

1991 - 2003 – NuTec Roofing Contractors, Inc. – Vice President of Sales and Marketing

Duties included contract negotiations, estimating, marketing, customer relations, advertising and project management.

Annual Revenues: \$15,000,000.00

1989 - 1991 – Concrete Floor Systems – President

Duties included managing 90 employees whose responsibilities were to form, place, and finish concrete in various commercial projects such as shopping centers, warehouses, and apartment projects.

Annual Revenues: \$5,000,000.00

1977 - 1984 – Light-Weight Systems, Inc. – President

Duties included estimating, contracting, scheduling, and payroll for a 50 employee operation engaged in the installation of light-weight concrete floor and bridge fill.

Solutions Driven. Customer Focused.



State License #CCC1325862

Therma Seal Roof Systems, LLC

1421 Oglethorpe
West Palm Beach, FL 33405

Phone: (561) 223-2096

Fax: (561) 444-2272

MICHAEL FUGGETTA

Vice President of Estimating & Project Management

Responsibilities & Duties:

Duties include estimating, project management, pricing, sales, and extensive knowledge of all roofing systems: BUR, Built-Up, Modified Membrane, Single Ply "EPDM, PVC, KEE, and TPO", Tile, Shingle, Metal, and Coatings. Handles all project management from on-set of project to its completion.

- Commercial / Residential / Solar PV Estimating and Budgets
- Project manage jobs for the company
- Assist in all aspects of the company i.e., purchasing, operations, billing, collecting, and sales
- Responsible for implementing new technology and maintaining computer network
- Generate job submittals and shop drawings

Previous Completed Projects include some of the following:

- Re-Roofs:
 - Village Gymnasium - \$265,000.00 – Modified / Standing Seam
 - Little Academy School - \$289,000.00 – Modified
 - South Florida Reception Center (SFRC) - \$825,000.00 – Single Ply TPO
 - Ron de Lugo Courthouse in St. Thomas - \$1,600,000.00 – Standing Seam / Single Ply TPO
- New Construction:
 - Mizner Lakes - \$1,764,000.00 – Modified / Standing Seam
 - Miramar Rehab Center - \$408,000.00 – Single Ply TPO / Tile
 - AMLI at Miramar Park - \$790,000.00 – Tile

Previous Employment:

Estimating / PM Manager – Petersendean Roofing and Solar Systems, Inc. (West Palm Beach, FL)

Experience:

Michael Fuggetta has worked in the construction industry for 17 years and previously had been the Estimating / PM Manager for Petersendean for 8 years. Prior to Petersendean, Michael has worked in Estimating and C.A.D design for Roof Tile Specialists / Entegra Roof Tile. Michael has also worked in Drafting for Contractors, Homeowners, Engineers, and for Roofing Manuals / Codes and Regulations throughout his career.

Education:

1996-2000 Indian River State College Ft. Pierce, FL
A.A.A.S., Architectural Drafting & Design Technologies – Construction Estimating / Project Management
ABC Solar Training Completion, Green Advantage Certificate of Completion, LEED Training, and Roofing Trade Knowledge

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ROOF SYSTEMS, LLC.

State License #CCC1325862

Therma Seal Roof Systems, LLC

1421 Oglethorpe Road
West Palm Beach, FL 33405

Phone: (561) 223-2096

Fax: (561) 444-2272

Charlie Sapienza

Vice President of Operations – Therma Seal Roof Systems, LLC

Responsibilities & Duties:

Charlie Sapienza is responsible for accomplishing the stated project objectives. Key responsibilities include creating clear and attainable project goals, building the project requirements, managing the scope and project team. The three major components of the project scope are cost, time, and quality. The ability to adapt to various internal procedures of the contracting party, and to form close relationships with client representatives, in ensuring that client satisfaction is achieved.

Duties include managing the project team, ensuring that everyone on the team knows and executes their role and knows the roles of the other team members, scheduling, coordinating material deliveries, extensive knowledge of all roofing systems, BUR, Built-Up, Modified Membrane, Single Ply "EPDM, PVC and TPO", Metal and Coatings. Handles customer relations from on-set of project to its completion.

- Developing the project plan
- Managing the project team
- Managing the project risk
- Managing the project schedule
- Managing the project budget
- Managing the project conflicts

Previous Employment:

Operations Manager/PetersenDean Roofing And Solar Systems Inc.

West Palm Beach, FL

Previous completed projects include some of the following projects:

▪ Dept. of Corrections, Punta Gorda, FL	\$ 924,100.	Built-Up - Re-Roof
▪ Dept. of Corrections, Miami, FL	\$ 775,000.	Single Ply - Re-Roof
▪ Dept. of Corrections, Imokalee, FL	\$ 270,000	Built-Up - Re-Roof
▪ Isle of Capri Casino, Pompano Beach, FL	\$2,800,000.	Modified / Metal - New Construction
▪ Promenade at Coconut Creek, FL	\$1,449,053.	Single Ply - New Construction
▪ PBCC Bio Science Bldg, Palm Beach Gardens	\$ 444,234.	Built-Up - New Construction
▪ FIU College of Nursing & Health Sciences Lab, Miami, FL	\$ 417,285.	Built-Up and Green Garden - New Construction
▪ FIU School of International & Public Affairs Miami, FL	\$ 539,170.	Built-Up, Green Garden and Solar Photovoltaic System

Experience:

Charlie Sapienza has worked in the construction industry for 27 years and previously had been the Operations Manager for PetersenDean for 8 years. He has worked his way up in the industry holding positions as Roofing Laborer, Foreman and Superintendent with extensive knowledge of the roofing industry and all roofing systems. He has experience managing 7 – 10 crews consisting of 60 – 110 men.

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Attachment D

Bonding Report

11/09/16

Therma Seal Roof Systems, LLC

Bonding Report

Job Status 4 to 4, Period = 10 (Oct 2016)

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
13624 - 1906 South Ocean Blvd											
182,584.00	145,078.61	37,505.39	59.87	0.04	15.00	73.03	73.03	145,018.74	182,584.00		
13612 - 20 North Federal											
100,000.00	76,455.04	23,544.96	56,397.70	73.77	17,369.12	73,770.00	67,600.00	6,170.00	20,057.34	32,400.00	
13610 - 2150 - 2170 N. Dixie Facade											
13,350.00	10,383.00	2,967.00	3,488.67	33.60	996.91	4,485.60	4,485.60	4,485.60	6,894.33	13,350.00	
13540 - 259 SE 1st Terrace-Invest, Prop											
60,647.02	45,974.42	14,672.60	41,769.74	90.85	13,330.06	55,097.82	60,647.02	-5,549.20	4,204.68		
13484 - 319 Belvedere Plaza											
9,875.00	7,010.51	2,864.49	50.39	0.72	20.62	71.10	71.10	71.10	6,960.12	9,875.00	
13578 - 43rd Street Motors at WPB *											
29,500.00	23,948.58	5,551.42	23,948.58	100.00	5,551.42	29,500.00	29,500.00	29,500.00			
13542 - 501 Village Blvd *											
239,581.14	241,458.35	-1,877.21	241,458.35	100.00	-1,877.21	239,581.14	239,420.00	181.14	2,585.53	161.14	
13424 - 6555 Powerline Road											
148,000.00	111,619.93	36,380.07	109,034.40	97.68	35,536.05	144,586.40	148,000.02	-3,433.62	2,585.53	-0.02	
13601 - 7-Eleven #37534 *											
47,000.00	46,085.52	914.48	46,085.52	100.00	914.48	47,000.00	47,500.00	-500.00		-500.00	
13493 - 800 Waterford											
261,000.00	196,337.15	64,662.85	1,250.00	0.64	413.84	1,670.40	1,670.40	1,670.40	196,087.15	261,000.00	
13447 - AC Hotel by Marriott											
173,732.00	146,184.38	27,547.62	141,265.30	96.64	26,622.02	167,894.60	171,732.00	-3,837.40	4,919.08	2,000.00	
13456 - Al Packer Ford West											
61,200.00	51,198.24	10,001.76	38,234.89	74.68	7,469.31	45,704.16	61,200.00	-15,495.84	12,963.35		
13605 - Azure Condo Phase 2											
776,000.00	635,365.11	140,634.89							635,365.11	776,000.00	

Bonding Report

11/09/16

Continued...

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
13649 - Bahamas-Dave *	1,534.39	1,534.39		1,534.39	100.00		1,534.39		1,534.39		1,534.39
13454 - Balnbridge Apts	431,310.54	379,304.75	52,006.79	345,956.26	91.21	47,434.48	393,396.34	340,060.54	53,337.80	33,348.49	91,250.00
13553 - Ballpark of the Palm Beaches	1,549,390.44	1,248,433.11	300,957.33	564,493.68	45.22	136,092.90	700,634.36	614,455.00	86,179.36	683,939.43	934,935.44
13633 - BBMG Dental	65,000.00	53,815.01	11,184.99	750.00	1.39	155.47	903.50		903.50	53,065.01	65,000.00
13588 - Bealls Outlet-PBG #755	38,213.11	29,515.25	8,697.86	17,896.77	60.64	5,274.38	23,172.43	11,000.00	12,172.43	11,618.48	27,213.11
13604 - Big Dog Ranch New Facilities	229,725.00	144,670.11	85,054.89	61,757.17	42.69	36,309.93	98,069.60	120,700.00	-22,630.40	82,912.94	109,025.00
13496 - Boynton Beach Anionic Exchange	162,708.00	121,759.78	40,948.22	117,610.05	96.59	39,551.89	157,159.66	140,390.00	16,769.66	4,149.73	22,318.00
13498 - Boynton Beach Community Church *	71,350.00	52,505.08	18,844.92	52,505.08	100.00	18,844.92	71,350.00	71,350.00			
13620 - BoyScouts of America Bathrooms	19,800.00	15,492.80	4,307.20							15,492.80	19,800.00
13650 - BSH Colony Gardens MRI	21,500.00		21,500.00								21,500.00
13569 - C/O Miami SS 3rd & 11th-Crane	480.00	200.00	280.00					480.00	-480.00	200.00	
13561 - Century 21 at Sawgrass Mall	43,308.36	32,897.70	10,410.66	21,485.34	65.31	6,799.20	28,284.69	40,850.00	-12,565.31	11,412.36	2,458.36
13606 - City Hall Roof Replacement	74,478.67	53,411.56	21,067.11	50,634.19	94.80	19,971.62	70,605.78	69,500.00	1,105.78	2,777.37	4,978.67
13529 - Commers Center B12	1,680.00	1,200.00	480.00							1,200.00	1,680.00
13573 - Communications Roof	4,500.00	3,239.08	1,260.92	2,472.95	76.35	962.71	3,435.75	4,500.00	-1,064.25	766.13	
13568 - Coral Spgs Fire Station 43	88,305.00	69,283.17	19,021.83	32,915.50	47.51	9,037.27	41,953.71	51,805.00	-9,851.29	36,367.67	36,500.00

Bonding Report

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Continued...

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
13629 - Coral Spgs Municipal Complex	625,000.00	500,000.00	125,000.00	7,689.00	1.54	1,925.00	9,625.00	15,000.00	-5,375.00	492,311.00	610,000.00
13574 - Coral Springs Fire Station #95	88,305.00	70,981.13	17,323.87	37,249.97	52.48	9,091.57	46,342.46	71,805.00	-25,462.54	33,731.16	16,500.00
13645 - Cortina Apts @ Ren.Commons	985,000.00	788,000.00	197,000.00	680.00	0.09	177.30	886.50		886.50	787,320.00	985,000.00
13479 - CSI Facility Addition	54,906.00	42,444.05	12,461.95	24,302.43	57.26	7,135.71	31,439.18	40,056.00	-8,616.82	18,141.62	14,850.00
13694 - Customs&Border Protection Fac.	57,899.00	45,682.71	12,216.29	250.00	0.55	67.19	318.44		318.44	45,432.71	57,899.00
13618 - Dairy Queen-Sunrise	34,950.00	25,000.00	9,950.00	250.00	1.00	99.50	349.50		349.50	24,750.00	34,950.00
13581 - Darwin PSL Retail Bldg B	96,605.70	74,849.28	21,756.42	22,855.22	30.53	6,642.24	29,493.72	47,000.00	-17,506.28	51,994.06	49,605.70
13639 - Davie Fire Rescue NO.86	124,000.00	99,200.00	24,800.00							99,200.00	124,000.00
13623 - Delray Center for the Arts	480,000.00	398,524.41	81,475.59	140,567.86	36.27	28,736.44	169,296.00	172,195.50	-2,899.50	257,966.55	307,804.50
13660 - Dolphin Mall-T & S Cold Air	2,500.00	1,700.00	800.00							1,700.00	2,500.00
13322 - ECRWRF BioSolids Improvement	403,250.00	350,461.39	52,788.61	69,503.21	19.83	10,467.98	79,964.48	72,000.00	7,964.48	280,958.18	331,250.00
13464 - Fairfield at Flagler Village	423,000.00	345,631.88	77,368.12	19,643.61	5.68	4,394.51	24,026.40	8,000.00	16,026.40	325,988.27	415,000.00
13558 - Fire Adm. Bldg Roof Replacement	49,970.01	38,892.34	11,077.67	32,791.43	84.31	9,339.58	42,129.72	49,970.01	-7,840.29	6,100.91	
13546 - Four Points by Sheraton	132,250.00	105,012.78	27,237.22	72,013.11	68.58	18,679.29	90,697.05	115,000.00	-24,302.95	32,999.67	17,250.00
13634 - Ft.Pierce Farmers Market	75,000.00	58,399.38	16,600.62	13.00	0.02	3.32	15.00		15.00	58,386.38	75,000.00
13641 - Ft.Pierce Roof Replacement	62,500.00	46,583.75	15,916.25							46,583.75	62,500.00

Bonding Report

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Continued...

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
13548 - Gabies Auto Vault	210,000.00	156,724.50	53,275.50	483.52	0.31	165.15	651.00	10,000.00	-9,349.00	156,240.98	200,000.00
13570 - Gabies of Vero Beach *	117,000.00	82,852.44	34,147.56	82,852.44	100.00	34,147.56	117,000.00	117,000.00			
13619 - Glades Road WTP	7,800.00	6,135.17	1,664.83							6,135.17	7,800.00
13520 - Hallandale Beach Fire Rescue#7	187,000.00	149,600.00	37,400.00	1,250.00	0.84	314.16	1,570.80		1,570.80	148,350.00	187,000.00
13599 - Harbors Edge Facility Work	627,832.78	438,963.32	188,869.46	152,109.57	34.65	65,443.27	217,544.06	286,960.41	-69,416.35	286,853.75	340,872.37
13646 - Hilton Garden Inn	117,595.00		117,595.00								117,595.00
13644 - Hollywood Fire Station #45	69,500.00		69,500.00								69,500.00
13647 - Holt Correctional Facility	141,600.00		141,600.00								141,600.00
13616 - I-75 Alligator Alley Rest Area	285,000.00	220,000.00	65,000.00							220,000.00	285,000.00
13602 - Jet Aviation	111,080.26	81,864.99	29,215.27	2,088.84	2.55	744.99	2,832.55		2,832.55	79,776.15	111,080.26
13576 - JIM Honda of Miami	76,000.00	58,582.48	17,417.52	2,712.48	4.63	806.43	3,518.80	3,000.00	518.80	55,870.00	73,000.00
13593 - Kings Point GAF repair	500.00		500.00					500.00	-500.00		
13565 - Lake Ida Facade	121,394.00	93,683.65	27,710.35	52,149.74	55.67	15,426.35	67,580.04	43,000.00	24,580.04	41,533.91	78,394.00
13582 - LaPosada ALF Bldg	300,875.00	262,120.00	38,755.00	625.00	0.24	93.01	722.10		722.10	261,495.00	300,875.00
13631 - LaPosada-Wellness Center	26,775.00	19,180.00	7,595.00	375.00	1.96	148.86	524.79		524.79	18,805.00	26,775.00
13286 - Las Olas Ocean Resort	99,000.00	79,664.19	19,335.81	1,000.00	1.26	243.63	1,247.40		1,247.40	78,664.19	99,000.00

Bonding Report

11/09/16

Continued...

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
13476 - Lift Station 23 Rehabilitation	12,750.00	10,225.75	2,524.25	80.00	0.78	19.69	99.45		99.45	10,145.75	12,750.00
13640 - Lockheed Martin Re-Roof	87,550.00	67,445.06	20,104.94	13.60	0.02	4.02	17.51		17.51	67,431.46	87,550.00
13603 - Manley Cubesmart@26th Street	91,800.00	73,440.00	18,360.00							73,440.00	91,800.00
13270 - Marina Palms SOUTH TOWER	528,362.25	399,607.32	128,754.93	227,518.94	56.94	73,313.06	300,849.47	340,000.00	-39,150.53	172,088.38	188,362.25
13575 - Martin C.I Dorms A,B,C Multi	677,000.00	483,199.16	193,800.84	209,240.19	43.30	83,915.76	293,141.00	475,204.00	-182,063.00	273,958.97	201,796.00
13556 - Match Box-Sunrise	146,000.00	107,486.21	38,513.79	65,637.59	61.07	23,520.37	89,162.20		89,162.20	41,848.62	146,000.00
13590 - Met Square Podium Contract#1	51,703.00	41,362.40	10,340.60	684.00	1.65	170.62	853.10	1,000.00	-146.90	40,678.40	50,703.00
13591 - Met Square Podium Contract#2	25,106.00	20,884.00	4,221.00	332.00	1.59	67.11	399.17	500.00	-100.83	20,552.00	24,605.00
13592 - Met Square Residential Tower	183,192.00	146,553.60	36,638.40	2,422.00	1.66	604.53	3,022.67	4,000.00	-977.33	144,131.60	179,192.00
13614 - Milanezza Pizza	16,725.00	13,341.05	3,383.95	2,045.68	15.33	518.76	2,563.94	11,800.00	-9,236.06	11,295.37	4,925.00
13648 - Miramar Amphitheater	56,822.00		56,822.00								56,822.00
13625 - NCCI Main Entry Roof	7,800.00	5,000.00	2,800.00	250.00	5.00	140.00	390.00		390.00	4,750.00	7,800.00
13630 - Nevarez Residence	84,500.00	52,491.37	32,008.63	99.00	0.19	60.82	160.55	21,125.00	-20,984.45	52,392.37	63,375.00
13642 - Okeechobee Commons	922,500.00	738,000.00	184,500.00	880.00	0.12	221.40	1,107.00		1,107.00	737,120.00	922,500.00
13607 - Orchard Supply- Durolast	9,000.00	8,000.00	1,000.00	3,118.59	38.98	389.80	3,508.20	9,000.00	-5,491.80	4,881.41	
13554 - OSH #141 Deerfield Beach	381,246.00	298,259.57	82,986.43	242,156.34	81.19	67,376.68	309,533.63	357,700.00	-48,166.37	56,103.23	23,546.00

Bonding Report

11/09/16

Continued...

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
13559 - OSH#121 - Ft. Lauderdale	50,750.00	34,567.27	16,182.73	33,224.01	96.11	15,553.22	48,775.83	50,750.00	-1,974.17	1,343.26	
13638 - Palm Coast Readiness Center	496,622.00	397,297.90	99,324.10							397,297.90	496,622.00
13577 - Palmetto General Hospital 31	321,460.00	231,200.00	90,260.00	950.00	0.41	370.07	1,317.99		1,317.99	230,250.00	321,460.00
13315 - Palmetto Promenade	1,100,655.53	855,821.53	244,834.00	604,296.02	70.61	172,877.29	777,172.87	944,472.00	-167,299.13	251,525.51	158,183.53
13632 - Parc 3400 Apartments	595,000.00	510,963.27	84,036.73							510,963.27	595,000.00
13339 - Park Palm Beach Apartments	307,000.00	249,147.92	57,852.08	220,598.70	88.54	51,222.23	271,817.80	276,876.00	-5,057.20	28,549.22	30,125.00
13552 - Parkland Isles Clubhouse	8,500.00	4,307.06	4,192.94							4,307.06	8,500.00
13457 - Pembroke Park Storage & More	206,045.00	141,687.68	64,357.32	3,704.00	2.61	1,679.73	5,377.77	4,010.00	1,367.77	137,983.68	202,035.00
13609 - Petmeds Baller	23,000.00	18,494.49	4,505.51	500.00	2.70	121.65	621.00		621.00	17,994.49	23,000.00
13462 - Plantation Community Center	79,470.00	59,607.48	19,862.52	13,949.84	23.40	4,647.83	18,595.98	65,950.00	-47,354.02	45,657.64	13,520.00
13545 - Polo Club of Boca Lower Valet *	10,500.00	16,897.56	-6,397.56	16,897.56	100.00	-6,397.56	10,500.00	10,500.00			
13584 - Pompano Bch Safety *	3,636.00	363.68	3,272.32	363.68	100.00	3,272.32	3,636.00	3,636.00			
13557 - Providence Living at Stuart	616,883.00	486,223.96	130,659.04	395,230.95	81.29	106,212.73	501,464.19	476,401.43	25,062.76	90,993.01	140,481.57
13626 - RDG Medical Laser Center	78,550.00	62,152.96	16,397.04	280.00	0.45	73.79	353.48		353.48	61,872.96	78,550.00
13589 - ReRoofing at Jupiter Comm., Park	29,900.00	25,639.56	4,260.44	13,926.67	54.32	2,314.27	16,241.68	28,840.00	-12,598.32	11,712.89	1,060.00
13374 - Residences at Crystal Lake	554,891.00	427,774.45	127,116.55	243,679.25	56.96	72,405.59	316,065.91	268,000.00	48,065.91	184,095.20	286,891.00

Bonding Report

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Continued...

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
13469 - Residences at Fountain Square *											
362,396.86	308,303.73	54,093.13	308,303.73	100.00	54,093.13	362,396.86	362,396.86				
13567 - Restoration Hardware											
392,868.00	314,294.40	78,573.60	5,694.00	1.81	1,422.18	7,110.91			7,110.91	308,600.40	392,868.00
13473 - Raveley Residence											
85,000.00	60,842.32	24,157.68	59,948.95	98.53	23,802.56	83,750.50	88,282.50		-4,532.00	893.37	-3,282.50
13217 - Rita Gardens *											
95,568.07	78,498.42	17,069.65	78,498.42	100.00	17,069.65	95,568.07	95,568.07				
13617 - Riverbend Park											
43,900.00	35,210.00	8,690.00								35,210.00	43,900.00
13417 - Roof Repl. Various Building											
387,979.52	299,753.09	88,226.43	290,393.40	96.88	85,473.77	375,874.56	387,979.52		-12,104.96	9,359.69	
13490 - Rosser Library Roof Repl.											
158,100.00	135,565.26	22,534.74	133,907.02	98.78	22,259.82	156,171.18	158,100.00		-1,928.82	1,658.24	
13637 - Rybovich Warehouse Reno											
6,500.00	4,548.99	1,951.01								4,548.99	6,500.00
13294 - Sawgrass Mills-Phase I ParkGar											
81,434.50	56,890.91	24,543.59	52,002.92	91.41	22,435.30	74,439.28	81,434.50		-6,995.22	4,887.99	
13598 - SeaCoast Storage Bldg Add.@PGA											
35,975.00	28,148.42	7,826.58	780.00	2.77	216.80	996.51			996.51	27,368.42	35,975.00
13302 - Sheridan of Cooper City ALF											
289,695.17	212,477.46	77,217.71	212,183.89	98.86	77,109.61	289,289.60	286,195.17		3,094.43	293.57	3,500.00
13622 - Simmons & White Office Bldg											
124,500.00	102,222.99	22,277.01	72,348.17	70.77	15,765.44	88,108.65	62,250.00		25,868.65	29,874.82	62,250.00
13335 - SLCA-Facility Reno & Addition											
130,000.00	102,178.10	27,821.90	91,624.29	89.67	24,947.90	116,571.00	108,600.00		7,971.00	10,553.81	21,400.00
13580 - Somerset Acad & Coll Prep											
180,000.00	155,279.94	24,720.06	130,853.31	84.27	20,831.59	151,686.00	172,500.00		-20,814.00	24,426.63	7,500.00
13321 - Splinaker Cove Apts *											
455,638.00	279,847.44	175,790.56	279,847.44	100.00	175,790.56	455,638.00	455,638.00				
13595 - St. Andrews Country Club											
76,700.00	57,176.95	19,523.05	40,964.83	71.65	13,988.27	54,955.55	52,200.00		2,755.55	16,212.12	24,500.00

Bonding Report

11/09/16

Continued...

Job#	Current Contract	Current Budget	Estimate Profit	Cost to Date	% Budget	Profit to Date	Earned to Date	Billed to Date	Under Billing	Cost to Complete	Remain Contract
13608 - Stanley Terrace Apartments	587,000.00	466,252.84	120,747.16	56,090.10	12.03	14,525.88	70,616.10	92,000.00	-21,333.90	410,162.74	495,000.00
13635 - Strikes Bowling - CANOPY *	21,840.00	10,831.65	11,008.35	10,831.65	100.00	11,008.35	21,840.00	21,840.00			
13579 - Sunrise Public Safety	15,000.00	11,837.09	3,162.91	500.00	4.22	133.47	633.00		633.00	11,337.09	15,000.00
13429 - Sunrise Springtree WTP Rehab	35,400.00	22,504.64	12,895.36							22,504.64	35,400.00
13624 - Tamarac Facility Roof replace	369,510.00	295,608.00	73,902.00	5,471.50	1.85	1,367.19	6,835.94	10,000.00	-3,134.06	290,136.50	359,510.00
13427 - Traditions Tower II Phase 1	466,964.00	368,532.40	98,431.60	53,943.68	14.64	14,410.39	68,363.53	108,780.00	-40,416.47	314,588.72	358,184.00
13587 - Tropic Cay Townhomes	28,975.00	25,708.53	3,266.47	6,145.23	23.90	780.69	6,925.03	9,000.00	-2,074.97	19,563.30	19,975.00
13549 - Turnpike Business Park	862,278.75	768,523.15	93,755.60	511,938.99	66.61	62,450.61	574,363.88	716,000.00	-141,636.12	256,584.16	146,278.75
13613 - Tuscanly Condo	350,000.00	264,230.04	85,769.96	153,663.03	58.15	49,875.23	203,525.00	272,500.00	-68,975.00	110,577.01	77,500.00
13615 - Village at Crystal Lake	274,000.00	219,200.00	54,800.00							219,200.00	274,000.00
13242 - Village Square Elderly Housing *	243,860.38	186,639.28	57,221.10	186,639.28	100.00	57,221.10	243,860.38	246,322.98	-2,432.60		-2,462.60
13413 - Wagner Creek Apartments	87,500.00	72,052.41	15,447.59	57,246.40	79.45	12,273.11	69,518.75	65,825.37	3,693.38	14,806.01	21,674.63
13643 - Wellington Green Parcel F	66,000.00		66,000.00								66,000.00
13636 - West Palm Beach-WTP	149,560.00	102,400.00	47,160.00							102,400.00	149,560.00
13571 - Westgate Family Dollar Bldg 15 *	122,000.00	123,334.40	-1,334.40	123,334.40	100.00	-1,334.40	122,000.00	123,500.00	-1,500.00		-1,500.00
25,450,901.45	19,741,429.58	5,709,471.87	7,921,723.46			2,093,683.41	10,015,478.12	10,668,852.90	-653,374.78	11,819,706.12	14,782,048.55

Attachment E

Therma Seal Roof Systems LLC

Financial Statements

December 31, 2015 and 2014

Therma Seal Roof Systems LLC

Financial Statements

December 31, 2015 and 2014

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors
Therma Seal Roof Systems LLC
West Palm Beach, Florida

We have reviewed the accompanying financial statements of Therma Seal Roof Systems LLC (an S-corporation) which comprise the balance sheets as of December 31, 2015 and 2014, and the related statements of income and changes in members' equity and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

To the Board of Directors
Therma Seal Roof Systems LLC
Page 2

Accountants' Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink, consisting of the letters 'L', 'K', and 'D' in a stylized, cursive-like font.

LKD

Certified Public Accountants & Consultants

May 5, 2016

Therma Seal Roof Systems LLC
Balance Sheets
December 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Assets		
Current assets		
Cash and cash equivalents	\$ 74,146	\$ 588,949
Contracts receivable, net	2,773,745	2,203,229
Other receivables	3,484	5,991
Costs and estimated earnings in excess of billings on uncompleted contracts	101,265	237,299
Other current assets	<u>1,511</u>	<u>1,707</u>
Total current assets	<u>2,954,151</u>	<u>3,037,175</u>
Property and equipment		
Computer equipment	41,232	19,761
Furniture and equipment	40,468	18,076
Machinery and equipment	249,140	100,395
Vehicles	320,690	244,089
Leasehold improvements	<u>141,844</u>	<u>35,197</u>
	793,374	417,518
Less: accumulated depreciation	<u>(132,509)</u>	<u>(30,232)</u>
Net property and equipment	<u>660,865</u>	<u>387,286</u>
Total assets	<u><u>\$ 3,615,016</u></u>	<u><u>\$ 3,424,461</u></u>

Read the accompanying notes and independent accountants' review report.

Therma Seal Roof Systems LLC
Balance Sheets (Continued)
December 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Liabilities		
Accounts payable	\$ 1,400,326	\$ 1,334,504
Accrued expenses	117,933	80,229
Billings in excess of costs and estimated earnings on uncompleted contracts	805,552	1,006,336
Current portion of notes payable	79,173	48,504
Current portion of capital leases payable	<u>6,352</u>	<u>5,095</u>
Total current liabilities	<u>2,409,336</u>	<u>2,474,668</u>
Long-term liabilities		
Notes payable, net of current portion	222,891	161,005
Capital leases payable, net of current portion	4,936	10,844
Line of credit	100,000	-0-
Member loan payable	<u>50,000</u>	<u>122,636</u>
Total long-term liabilities	<u>377,827</u>	<u>294,485</u>
Total liabilities	2,787,163	2,769,153
Members' equity	<u>827,853</u>	<u>655,308</u>
Total liabilities and members' equity	<u><u>\$ 3,615,016</u></u>	<u><u>\$ 3,424,461</u></u>

Read the accompanying notes and independent accountants' review report.

Therma Seal Roof Systems LLC
Statements of Income and Changes in Members' Equity
For the years ended December 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Construction revenue	\$ 14,802,536	\$ 11,937,144
Cost of construction	<u>12,136,340</u>	<u>9,975,186</u>
Gross profit	2,666,196	1,961,958
General and administrative expenses	<u>2,132,480</u>	<u>1,476,837</u>
Income before other income (expenses)	533,716	485,121
Other income	4,840	342
Interest expense	(16,335)	(2,838)
Loss on sale of property and equipment	<u>(33,091)</u>	<u>-0-</u>
Net income	489,130	482,625
Members' equity, beginning of year	655,308	154,683
Member capital contributions	-0-	50,000
Member distributions	<u>(316,585)</u>	<u>(32,000)</u>
Members' equity, end of year	<u>\$ 827,853</u>	<u>\$ 655,308</u>

Read the accompanying notes and independent accountants' review report.

Therma Seal Roof Systems LLC
Statements of Cash Flows
For the years ended December 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Operating Activities		
Cash received from customers	\$ 14,169,777	\$ 11,148,457
Cash paid to subcontractors, suppliers and employees	(14,060,715)	(10,463,541)
Other income received	4,840	342
Interest expense paid	(16,335)	(2,838)
Net cash provided by operating activities	<u>97,567</u>	<u>682,420</u>
Investing Activities		
Purchases of property and equipment	(278,714)	(97,142)
Net cash used by investing activities	<u>(278,714)</u>	<u>(97,142)</u>
Financing Activities		
Line of credit draws	750,000	-0-
Line of credit repayments	(650,000)	-0-
Capital lease payments	(4,651)	(4,806)
Notes payable proceeds	20,246	-0-
Notes payable payments	(60,030)	-0-
Member loan repayment	(72,636)	(71,350)
Member capital contributions	-0-	50,000
Member distributions	(316,585)	(32,000)
Net cash used by financing activities	<u>(333,656)</u>	<u>(58,156)</u>
Net increase (decrease) in cash and cash equivalents	<u>(514,803)</u>	<u>527,122</u>
Cash and cash equivalents, beginning of year	<u>588,949</u>	<u>61,827</u>
Cash and cash equivalents, end of year	<u><u>\$ 74,146</u></u>	<u><u>\$ 588,949</u></u>

Read the accompanying notes and independent accountants' review report.

Therma Seal Roof Systems LLC
Statements of Cash Flows (Continued)
For the years ended December 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Reconciliation of net income to net cash provided by operating activities:		
Net income	\$ 489,130	\$ 482,625
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	104,383	24,292
Bad debt	-0-	20,000
Loss on sale of property and equipment	33,091	-0-
(Increase) decrease in:		
Contracts receivable, net	(570,516)	(1,176,821)
Costs and estimated earnings in excess of billings on uncompleted contracts	136,034	(168,241)
Other receivables	2,507	(5,991)
Other current assets	196	(700)
Increase (decrease) in:		
Accounts payable	65,822	891,935
Accrued expenses	37,704	52,955
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>(200,784)</u>	<u>562,366</u>
Net cash provided by operating activities	<u><u>\$ 97,567</u></u>	<u><u>\$ 682,420</u></u>

Non-cash Investing and Financing Activity:

During the years ended December 31, 2015 and 2014, the Company financed the purchase of property and equipment for \$132,339 and \$209,509, respectively.

Read the accompanying notes and independent accountants' review report.

Therma Seal Roof Systems LLC
Notes to the Financial Statements
As of and for the years ended December 31, 2015 and 2014

Nature of Operations

Therma Seal Roof Systems LLC (a Florida limited liability company) ("the Company") was organized on February 8, 2013, and is located in Lake Park, Florida. The Company is a roofing contracting company that grants credit to its customers, which consist primarily of general contractors. The majority of all contracts are performed in Southeast Florida.

The rights and obligations of the members of the Company are governed by the Company's Operating Agreement ("the Agreement"). Each member's interest in the Company is equal to the percentage outlined in the Agreement. No member shall be obligated personally for any debt, obligation or liability of the Company solely by reason of being a member.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

This summary of significant accounting policies of the Company is presented to assist in understanding the financial statements. The financial statements and notes are representations of the Company's management, who are responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America (GAAP) and have been applied on a consistent basis.

Revenue and Cost Recognition

The majority of all construction contracts are completed within a one year period.

The Company recognizes revenues from fixed-price construction contracts on the percentage-of-completion method, measured by the actual construction costs incurred to date to the estimated total construction costs for each contract. This method is used because management considers expended construction costs to be the best available measure of progress on these contracts. Because of the inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term. Revenues from cost-plus-fee contracts are recognized on the basis of costs incurred during the period plus the fee earned, measured by the cost-to-cost method. Incentive bonuses are recognized in the period in which they are earned.

Therma Seal Roof Systems LLC
Notes to the Financial Statements
As of and for the years ended December 31, 2015 and 2014

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

Revenue and Cost Recognition (Continued)

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools and repairs. Selling, general and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability, including those arising from contract penalty provisions, and final contract settlements may result in revisions to costs and income and are recognized in the period in which the revisions are determined.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represent revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represent billings in excess of revenues recognized.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

Contracts Receivable, Net

Contracts receivable are recorded when invoices are issued and are presented in the balance sheet net of the allowance for doubtful accounts. Contracts receivable are written off when they are determined to be uncollectible. The Company provides an allowance for doubtful collections that is based on a review of outstanding receivables, historical collection information, and existing economic conditions. The Company has determined that an allowance for doubtful accounts of \$20,000 is a reasonable estimate of uncollectible revenues at December 31, 2015 and 2014.

Retainage is due after completion of the project and acceptance by the owner.

Therma Seal Roof Systems LLC

Notes to the Financial Statements

As of and for the years ended December 31, 2015 and 2014

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

Property and Equipment

Property and equipment is stated at cost. Maintenance and repairs are charged to expense as incurred. Depreciation is computed using the straight-line method over the following estimated useful lives:

Computer equipment	3 - 5 years
Furniture and equipment	5 years
Machinery and equipment	5 years
Vehicles	5 years
Leasehold improvements	39 years

Income Taxes

The Company has made an election to be treated as a Small Business Corporation under Subchapter S of the Internal Revenue Code, whereby profits and losses are passed directly to the member for inclusion in their personal income tax return.

Management has assessed its tax position for the years ended December 31, 2015 and 2014 and determined there are no uncertain tax positions to be recognized. The Company is generally no longer subject to U.S. federal, state and local examinations by tax authorities for years before 2012. Management continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

Advertising

The Company expenses advertising costs when the advertisement occurs.

Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Reclassifications

Certain amounts in the 2014 financial statements have been reclassified for comparative purposes to conform to the 2015 presentation.

Therma Seal Roof Systems LLC
Notes to the Financial Statements
As of and for the years ended December 31, 2015 and 2014

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

Subsequent Events

The Company has evaluated subsequent events through May 5, 2016, the date which the financial statements were available to be issued.

2. CONCENTRATION OF CREDIT RISK:

The Company maintains its cash balances at a financial institution in South Florida. The Federal Deposit Insurance Corporation insures the balances up to \$250,000. As of December 31, 2015 and 2014, approximately \$-0- and \$67,000, respectively, was in excess of insured amounts.

3. CONTRACTS RECEIVABLE, NET:

Contracts receivable, net consists of the following:

	<u>2015</u>	<u>2014</u>
Billed:		
Completed contracts	\$ 354,571	\$ 81,593
Contracts in process	1,326,691	1,281,762
Retainage	1,111,563	858,954
Unbilled	<u>920</u>	<u>920</u>
	2,793,745	2,223,229
Allowance for doubtful accounts	<u>(20,000)</u>	<u>(20,000)</u>
Total	<u>\$ 2,773,745</u>	<u>\$ 2,203,229</u>

Therma Seal Roof Systems LLC
Notes to the Financial Statements
As of and for the years ended December 31, 2015 and 2014

4. COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS:

	<u>2015</u>	<u>2014</u>
Cost incurred on uncompleted contracts	\$ 7,266,838	\$ 6,313,451
Estimated earnings	<u>1,489,806</u>	<u>900,156</u>
Earned revenue	8,756,644	7,213,607
Less: billings to date	<u>(9,460,931)</u>	<u>(7,982,644)</u>
	<u>\$ (704,287)</u>	<u>\$ (769,037)</u>
Included in the accompanying balance sheet under the following caption:		
Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 101,265	\$ 237,299
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>(805,552)</u>	<u>(1,006,336)</u>
	<u>\$ (704,287)</u>	<u>\$ (769,037)</u>

5. RETAINAGE PAYABLE:

At December 31, 2015 and 2014, accounts payable included amounts due to subcontractors totaling \$94,400 and \$43,452, respectively, which have been retained pending completion and customer acceptance of jobs.

6. LINE OF CREDIT:

During April 2014, the Company entered into a \$150,000 revolving line of credit that bears interest at a prime rate plus 1.5% and is due on demand. The line is secured by the Company's assets and is personally guaranteed by one of the Company's members. At December 31, 2015 and 2014, there was a \$100,000 and \$-0-, respectively, outstanding balance on the line of credit.

Therma Seal Roof Systems LLC
Notes to the Financial Statements
As of and for the years ended December 31, 2015 and 2014

7. NOTE PAYABLE:

Notes payable consists of the following at December 31:

	<u>2015</u>	<u>2014</u>
Note payable, with monthly payments of \$4,768, including interest at 4.40% commencing January 2015. The note matures December 2018 and is collateralized by vehicles and equipment.	\$ 161,005	\$ 209,509
Note payable, with monthly payments of \$614, including interest at 7.55% commencing April 2015. The note matures March 2020 and is collateralized by equipment.	26,717	-0-
Note payable, with monthly payments of \$461, including interest at 4.37% commencing February 2015. The note matures January 2019 and is collateralized by equipment.	15,913	-0-
Note payable, with monthly payments of \$2,052, including interest at 7.77% commencing November 2015. The note matures October 2020 and is collateralized by equipment.	<u>98,429</u>	<u>-0-</u>
	302,064	209,509
Less current maturities	<u>79,173</u>	<u>48,504</u>
Total long-term debt	<u>\$ 222,891</u>	<u>\$ 161,005</u>

Future minimum payments under this note are as follows:

Year Ended December 31:

2016	\$ 79,173
2017	83,536
2018	88,701
2019	29,540
2020	<u>21,114</u>
	<u>\$ 302,064</u>

Therma Seal Roof Systems LLC
Notes to the Financial Statements
As of and for the years ended December 31, 2015 and 2014

8. CAPITAL LEASE PAYABLE:

During 2013, the Company acquired software licensing under a capital lease obligation expiring in June 2017. The monthly lease payments relating to the software licensing of \$358, including interest, have been capitalized at a cost of \$13,961 and are included in computer equipment on the accompanying Balance Sheet.

During 2013, the Company acquired equipment under a capital lease obligation expiring in June 2018. The monthly lease payments relating to the equipment of \$175, including interest, have been capitalized at a cost of \$9,336 and are included in furniture and equipment on the accompanying Balance Sheet.

Future minimum lease payments under these capital leases are as follows:

<u>December 31:</u>	
2016	\$ 7,111
2017	4,247
2018	875
	<u>12,233</u>
Less: interest expense	<u>(945)</u>
	<u>\$ 11,288</u>

9. LEASE COMMITMENTS:

The Company leased office space under a 31-month lease agreement that expired on September 30, 2015. This lease agreement was not renewed.

During the year ended December 31, 2015, the Company entered into a new lease agreement with a related party for office space. The agreement is to commence on January 1, 2016 with monthly payments of \$7,500, including sales tax, for a period of 36 months. Additionally, the Company paid rent of \$7,500, including sales tax, on a month-to-month basis for the period between agreements.

Rent expense for years ended December 31, 2015 and 2014 totaled \$35,066 and \$32,761, respectively.

Therma Seal Roof Systems LLC
Notes to the Financial Statements
As of and for the years ended December 31, 2015 and 2014

9. LEASE COMMITMENTS (CONTINUED):

Future minimum lease payments are as follows:

<u>December 31:</u>	
2016	\$ 90,000
2017	90,000
2018	<u>90,000</u>
Total	<u>\$ 270,000</u>

10. ADVERTISING:

Total advertising expense for the years ended December 31, 2015 and 2014 was \$19,997 and \$14,105, respectively. Advertising expense is included in general and administrative expenses.

11. RELATED PARTY TRANSACTIONS:

Member loan payable represents the net amount a member paid on behalf of the Company primarily for operating expenses. The loan is unsecured, non-interest bearing, and due on demand. The member has agreed not to demand payment on the loan for at least one year as of the date of these financial statements; therefore, the \$50,000 and \$122,636 member loan payable has been classified as long-term in the accompanying Balance Sheets for the years ended December 31, 2015 and 2014, respectively.

During 2015, the Company entered into an office lease with a related company. See Note 9.

Proof of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/17/2016

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

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

PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061		CONTACT NAME: Sandra LaRue PHONE (A/C, No, Ext): (954) 943-5050 E-MAIL ADDRESS: sandra@furmaninsurance.com FAX (A/C, No): (954) 942-6310															
INSURED Therma Seal Roof Systems LLC Therma Seal Roof Systems - Residential, LLC 1421 Oglethorpe Rd West Palm Beach FL 33405		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A Gemini Insurance Company</td> <td>10833</td> </tr> <tr> <td>INSURER B MAPFRE Ins Co FL</td> <td>34932</td> </tr> <tr> <td>INSURER C Commerce & Industry Insurance Co</td> <td>19410</td> </tr> <tr> <td>INSURER D Bridgefield Employers Ins Co</td> <td>10701</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Gemini Insurance Company	10833	INSURER B MAPFRE Ins Co FL	34932	INSURER C Commerce & Industry Insurance Co	19410	INSURER D Bridgefield Employers Ins Co	10701	INSURER E:		INSURER F:	
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INSURER D Bridgefield Employers Ins Co	10701																
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: CL1621557993

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		VNGP001215	3/1/2016	3/1/2017	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALLOWED AUTOS		4150160012469	3/1/2016	3/1/2017	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$		BE060293510	3/1/2016	3/1/2017	\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	0830-52359	3/1/2016	3/1/2017	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Dirk DeJong/SL

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Proof of Signing Ability

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company

THERMA SEAL ROOF SYSTEMS LLC

Filing Information

Document Number	L13000020267
FEI/EIN Number	46-1990837
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Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	01/02/2014
Event Effective Date	NONE

Principal Address

1421 Oglethorpe Road
West Palm Beach, FL 33405

Changed: 03/08/2016

Mailing Address

1421 Oglethorpe Road
West Palm Beach, FL 33405

Changed: 03/08/2016

Registered Agent Name & Address

WIKEL, DAVE
1421 Oglethorpe Road
West Palm Beach, FL 33405

Address Changed: 03/08/2016

Authorized Person(s) Detail

Name & Address

Title MGRM

WIKEL, DAVE
1421 Oglethorpe Road
West Palm Beach, FL 33405

Title MGRM

SAPIENZA, CHARLES J
1421 Oglethorpe Road
West Palm Beach, FL 33405

Title MGRM

FUGGETTA, MICHAEL
1421 Oglethorpe Road
West Palm Beach, FL 33405

Annual Reports

Report Year	Filed Date
2014	01/18/2014
2015	03/10/2015
2016	03/08/2016

Document Images

03/08/2016 -- ANNUAL REPORT

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12/17/2013 -- LC Amendment

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02/08/2013 -- Florida Limited Liability

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State of Florida, Department of State

BID BOND

Bond No. 9999

CONTRACTOR:

Name Therma Seal Roof Systems LLC
Legal status Limited Liability Corporation
Address 1421 Oglethorpe Road
West Palm Beach, FL. 33405

SURETY:

Name United States Fire Insurance Company
Legal status Corporation
Principal place of business 305 Madison Avenue
Morristown, NJ 07962

OWNER:

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: \$ 5% of Amount Bid (Five Percent of Amount Bid)**PROJECT:**

Development Services Building Roof Replacement 401 NW 70 Terrace, Plantation, FL 33317, ITB 038-16,
City project # 17-02

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the Owner shall accept the Bid of the Contractor and the Contractor shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the Owner, and furnish insurance coverages to Owner as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the Owner immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the Owner may accept the Bid of the Contractor and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Contractor's allegation that its entering into the contract was prevented or frustrated by the Owner, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 20th , 2016 .Therma Seal Roof Systems LLC

(Name of Contractor)

By: (As Attorney in Fact)
David T. SatineUnited States Fire Insurance Company

(Name of Surety)

[156]09001-14001

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

00952429516

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Warren M. Alter, David T. Satine

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Eleven Million Dollars, (\$11,000,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2017.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



A. R. Slimowicz

Anthony R. Slimowicz, Senior Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019**

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20th day of December 2016.

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President



DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION
NOTICE OF ACCEPTANCE (NOA)

MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION
11805 SW 26 Street, Room 208
Miami, Florida 33175-2474
T (786) 315-2590 F (786) 315-2599
www.miamidade.gov/economy

Entegra Roof Tile, LLC
1289 NE 9th Ave
Okeechobee, FL 34972

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER -Product Control Section to be used in Miami-Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Section (in Miami-Dade County) and/or the AHJ (in areas other than Miami-Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. RER reserves the right to revoke this acceptance, if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein, and has been designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

DESCRIPTION: Plantation Roof Tile

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

TERMINATION of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

ADVERTISEMENT: The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA renews NOA #14-1120.04 and consists of pages 1 through 7.
The submitted documentation was reviewed by Gaspar J Rodriguez.



NOA No.: 15-0721.04
Expiration Date: 12/08/20
Approval Date: 11/05/15
Page 1 of 7

ROOFING ASSEMBLY APPROVAL

Category: Roofing
Sub-Category: Roofing Tiles
Material: Concrete

1. PRODUCT DESCRIPTION

<u>Manufactured by</u> <u>Applicant</u>	<u>Dimensions</u>	<u>Test</u> <u>Specifications</u>	<u>Product</u> <u>Description</u>
Plantation Tile	Length: 16½" Width: 13"	TAS 112	Flat concrete roof tile for direct deck or battened nail-on, mortar or adhesive set applications.
Trim Pieces	L = varies W = varies Varying thickness	TAS 112	Accessory trim, concrete roof pieces for use at hips, rakes, ridges and valley terminations. Manufactured for each tile profile.

2.1. MANUFACTURING LOCATION

1. Okeechobee, FL

2.2 SUBMITTED EVIDENCE:

<u>Test Agency</u>	<u>Test Identifier</u>	<u>Test Name/Report</u>	<u>Date</u>
American Test Lab of South Florida	RT0624.05-14	TAS 112	07/03/14
Redland Technologies	7161-03 Appendix III	Static Uplift Testing PA 102 & PA 102(A)	Dec. 1991
The Center for Applied Engineering, Inc.	94-060B 94-084	Static Uplift Testing PA 101 (Adhesive Set) (Mortar Set)	March, 1994 May 1994
Redland Technologies	7161-03 Appendix II	Wind Tunnel Testing PA 108 (Nail-On)	Dec. 1991
Redland Technologies	Letter Dated Aug. 1, 1994	Wind Tunnel Testing PA 108 (Nail-On)	Aug. 1994
Redland Technologies	P0631-01	Wind Tunnel Testing PA 108 (Mortar Set)	July 1994
Redland Technologies	P0402	Withdrawal Resistance Testing of screw vs. smooth shank nails	Sept. 1993
The Center for Applied Engineering, Inc. Walker Engineering, Inc.	Project No. 307025 Test #MDC-76 Calculations	Wind Driven Rain PA 100 Aerodynamic Multiplier	Oct. 1994 March 1999 April 1999
Walker Engineering, Inc.	Calculations	25-7183 25-7094 25-7496	March 1995 February 1996 April 1996



NOA No.: 15-0721.04
Expiration Date: 12/08/20
Approval Date: 11/05/15
Page 2 of 7

2.2 SUBMITTED EVIDENCE:

<u>Test Agency</u>	<u>Test Identifier</u>	<u>Test Name/Report</u>	<u>Date</u>
Walker Engineering, Inc.	Calculations	25-7584 25-7804b-8 25-7804-4 & 5 25-7848-6	December 1996
Walker Engineering, Inc. Farabaugh Engineering and Testing Inc.	Calculations T295-11	Two Patty Adhesive Set System TAS-108	April 1999 10/05/11
Farabaugh Engineering and Testing Inc.	T306-11	TAS-108	10/04/11
Farabaugh Engineering and Testing Inc.	T279-11	TAS-108	09/23/11

3. LIMITATIONS

- 3.1 Fire classification is not part of this acceptance.
- 3.2 For mortar or adhesive set tile applications, a static field uplift test shall be performed in accordance with TAS 106.
- 3.3 Applicant shall retain the services of a Miami-Dade County Certified Laboratory to perform quarterly test in accordance with TAS 112, appendix 'A'. Such testing shall be submitted to the Miami-Dade Product Control office for review.
- 3.4 Minimum underlayment shall be in compliance with the applicable Roofing Applications Standards listed section 4.1 herein.
- 3.5 30/90 hot mopped underlayment applications may be installed perpendicular to the roof slope unless stated otherwise by the underlayment material manufacturers published literature.
- 3.6 This acceptance is for wood deck applications. Minimum deck requirements shall be in compliance with applicable building code.
- 3.7 All products listed herein shall have a quality assurance audit in accordance with the Florida Building Code and Rule 61G20-3 of the Florida Administrative Code.

4. INSTALLATION

4.1 Plantation Roof Tile and its components shall be installed in strict compliance with Roofing Application Standard RAS 118, RAS 119 and RAS 120.

4.2 Data For Attachment Calculations

Table 1: Average Weight (W) and Dimensions (l x w)

Tile Profile	Weight-W (lbf)	Length-l (ft)	Width-w (ft)
Plantation Tile	11.6	1.375	1.08

Table 2: Aerodynamic Multipliers - λ (ft³)

Tile Profile	λ (ft ³) Batten Application	λ (ft ³) Direct Deck Application
Plantation Tile	0.267	0.289

Table 3: Restoring Moments due to Gravity - M_g (ft-lbf)

Tile Profile	2": 12"		3": 12"		4": 12"		5": 12"		6": 12"		Greater than 7": 12"	
	Battens	Direct Deck	Battens	Direct Deck	Battens	Direct Deck	Battens	Direct Deck	Battens	Direct Deck	Battens	Direct Deck
Plantation Tile	7.22	7.91	6.85	7.79	6.75	7.67	6.61	7.52	6.44	7.32	6.26	7.04

**Table 4: Attachment Resistance Expressed as a Moment - M_r (ft-lbf)
For Nail-On Systems**

Tile Profile	Fastener Type	Direct Deck (Min 15/32" plywood)	Direct Deck (Min. 19/32" plywood)	Battens
Plantation Tile	2-10d Ring Shank Nails	30.9	38.1	17.2
	1-10d Smooth or Screw Shank Nail	7.3	9.8	4.9
	2-10d Smooth or Screw Shank Nails	14.0	18.8	7.4
	1 #8 Screw	30.8	30.8	18.2
	2 #8 Screw	51.7	51.7	24.4
	1-10d Smooth or Screw Shank Nail (Field Clip)	24.3	24.3	24.2
	1-10d Smooth or Screw Shank Nail (Eave Clip)	19.0	19.0	22.1
	2-10d Smooth or Screw Shank Nails (Field Clip)	35.5	35.5	34.8
	2-10d Smooth or Screw Shank Nails (Eave Clip)	31.9	31.9	32.2
	2-10d Ring Shank Nails ¹	50.3	65.5	48.3

¹ Installation with a 4" tile headlap and fasteners are located a minimum of 2 1/2" from the head of tile.

**Table 5: Attachment Resistance Expressed as a Moment M_r (ft-lbf)
For Two Patty Adhesive Set Systems**

Tile Profile	Tile Application	Minimum Attachment Resistance
Plantation Tile	Adhesive	31.3 ³

² See manufactures component approval for installation requirements.

³ Flexible Products Company TileBond Average weights per patty 13.9 grams.
3M™ 2-Component Foam Roof Tile Adhesive AH-160. Average weight per patty 8 grams.

**Table 6: Attachment Resistance Expressed as a Moment - M_r (ft-lbf)
For Single Patty Adhesive Set Systems**

Tile Profile	Tile Application	Minimum Attachment Resistance
Plantation Tile	3M™ 2-Component Foam Roof Tile Adhesive AH-160	118.9 ⁴
	3M™ 2-Component Foam Roof Tile Adhesive AH-160	40.4 ⁵

⁴ Large patty placement of 45 grams of 3M™ 2-Component Foam Roof Tile Adhesive AH-160

⁵ Medium patty placement of 24 grams of 3M™ 2-Component Foam Roof Tile Adhesive AH-160.

Table 7: Attachment Resistance Expressed as a Moment - M_t (ft-lbf) for Mortar Set Systems		
Tile Profile	Tile Application	Attachment Resistance
See specific mortar manufacturer's Notice of Acceptance.		

5. LABELING

All tiles shall bear the imprint or identifiable marking of the manufacturer's name or logo as seen below or following statement: "Miami-Dade County Product Control Approved".



OR



PLANTATION ROOF TILE LABEL (LOCATED ON UNDERSIDE OF TILE)

6. BUILDING PERMIT REQUIREMENTS:

6.1 Application for building permit shall be accompanied by copies of the following:

6.1.1 This Notice of Acceptance.

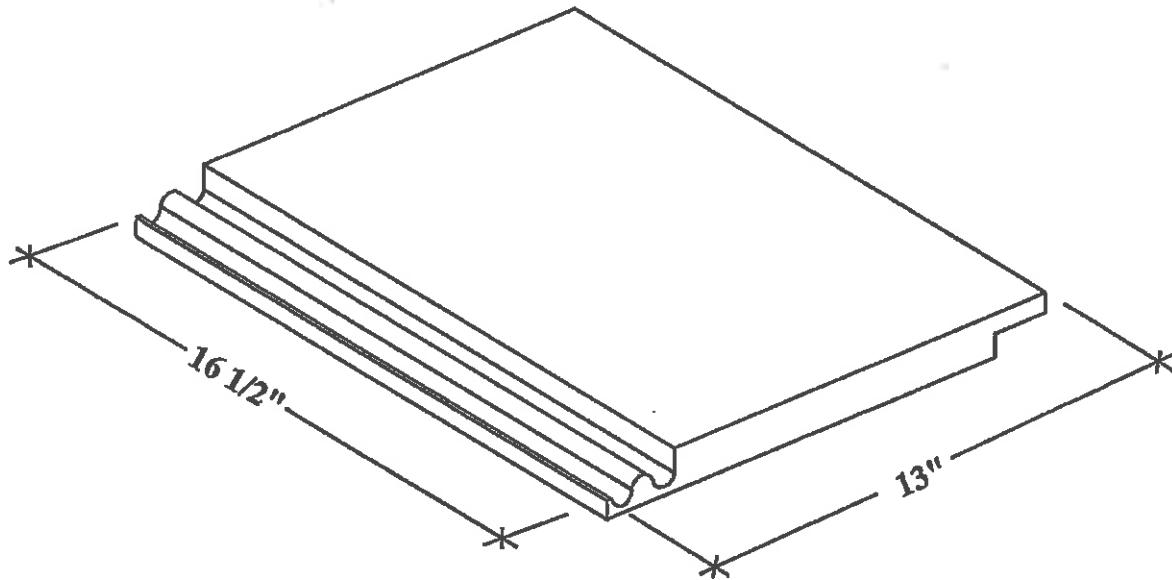
6.1.2 Any other documents required by Building Official or Applicable building code in order to properly evaluate the installation of this system.



NOA No.: 15-0721.04
Expiration Date: 12/08/20
Approval Date: 11/05/15
Page 6 of 7

PROFILE DRAWING

PLANTATION FLAT CONCRETE TILE



END OF THIS ACCEPTANCE



NOA No.: 15-0721.04
Expiration Date: 12/08/20
Approval Date: 11/05/15
Page 7 of 7

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director



CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

ADDENDUM No. 1

ITB No. 038-16

Development Services Building Roof Replacement

City of Plantation

DATE OF ADDENDUM: December 14, 2016

TO ALL PROSPECTIVE BIDDERS:

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for ITB No. 038-16.

1. The City has identified existing wood fascia that will require replacement. Bid proposal form has been revised to include a line item for removal and replacement of fascia. Fascia replacement shall match existing conditions. Revised bid proposal form is attached.
2. Contractor will be able to access the east side of the building on Saturday only. During normal business hours, the Contractor shall access the building from the west parking lot.
3. Contractor shall be responsible to remove and dispose of rain gutters. City will replace gutters separately.
4. When can we have access to the plans for the roof replacement? Are you guys going to send it over email or do we have to pick it up at the City Hall?
Response: The Development Services Building plans are attached.
5. Can you tell me if the city has an estimated budget and if so what it is for this project?
Response: Roof replacement was approved in the FY2017 budget for the amount of \$185,000.00.

Bid shall be stamped on or before December 20, 2016, 11:00 A.M. by the City Clerk, City of Plantation, 400 NW 73rd Avenue, Plantation FL. 33317.

All other terms, conditions and specifications remain unchanged for ITB No. 038-16.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

COMPANY NAME: _____

REVISED BID FORM
CITY OF PLANTATION

Bid of Bidder _____

Address _____

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

PROJECT NAME: Development Services Building Roof Placement, City Project 17-02
ITB No. 038-16

City of Plantation

TO: City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

The Undersigned Bidder proposes and agrees if this bid is accepted, to enter an agreement with the OWNER to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This bid will remain open for thirty days after the day of Bid Opening. Bidder will sign the agreement and submit the contract security and other documents required by the Contract Documents within 15 days after the date of Owner's Notice to Award.

In submitting this bid, Bidder represents as more fully set forth in the Agreement, that:

- A. Bidder has examined copies of all the Contract Documents and of the following Addenda:
(if any addenda have been issued)

DATE:

ADDENDA NUMBER:

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instruction to Bidder.

- B. Bidder has examined the site and locality where the work is to be performed, the legal requirements Federal, State and Local Laws, Ordinances, Rules and Regulations) and the

conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

- C. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
- D. BIDDER shall complete the Work for the following price. It is the OWNER'S intent to award a contract based upon the total base bid or alternate bid amount.

BASE BID:

- 1a. Remove existing roofing system and replace with Entegra Roof Tile – Plantation profile – Cedar Tan, Black & Brown Antique, Sealed, Slate Like, product id F-CDTN-CD-Y-SL-15 or approved equal with 30/90 hot mop underlayment system. \$ _____
- 1b. Remove and replace damaged plywood decking.
Estimated quantity 640 SF x unit cost \$ _____ \$ _____
- 1c. Remove and replace fascia
Estimated quantity 50 LF x unit cost \$ _____ \$ _____
- 1d. Project Contingency \$ _____ 2,500.00 _____
- TOTAL BASE BID (items 1a, 1b, 1c, and 1d.)** \$ _____

Written: _____

ALTERNATE BID:

- 2a. Remove existing roofing system and replace with Entegra Roof Tile – Plantation profile – Cedar Tan, Black & Brown Antique, Sealed, Slate Like, product id F-CDTN-CD-Y-SL-15 or approved equal with Tag & Stick underlayment system as manufactured by Entegra or approved equal. \$ _____
- 2b. Remove/replace damaged plywood decking.
Estimated quantity 640 SF x unit cost \$ _____ \$ _____
- 2c. Remove and replace fascia
Estimated quantity 50 LF x unit cost \$ _____ \$ _____
- 2c. Project Contingency \$ _____ 2,500.00 _____
- TOTAL ALTERNATE BID (items 2a, 2b, 2c, and 2d.)** \$ _____

Written: _____

Bidder agrees that the Work will be completed within the time identified in the Agreement after the date when the Contract time commences to run as provided in Paragraph 2.3 of the General Conditions (Notice to Proceed).

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

Communications concerning this Bid shall be addressed to the address of Respondent indicated below.

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

The undersigned also agrees as follows:

First: to do any extra work not covered by the foregoing Schedule of Price which may be ordered by the OWNER, and to accept as full compensation therefore, such prices may be agreed upon in writing by the OWNER and the BIDDER pursuant to the applicable provisions of the General Conditions.

Second: Within fifteen days from the "Notice of Award", of this bid, to execute the Contract and to furnish to the OWNER a satisfactory Performance Bond in the approved City form, guaranteeing the faithful performance of the Work and payment of bills, the BIDDER to pay for said bond.

Third: To begin work on the date specified in the "Notice to Proceed". Accompanying this bid is a certified check, cashier's check or Bid Bond for 5% of Bid payable to the City of Plantation which is to be forfeited if, in the event that this Bid is accepted, the undersigned shall fail to execute the contract and furnish satisfactory Contract Security under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or Bid Bond is to be returned as provided herein.

SUBMITTED ON: _____, 20 _____

SIGNATURE OF BIDDER: _____

TITLE (if any): _____

ADDRESS: _____

Incorporated under the laws of the State of Florida.

**ARCHITECT
JEFF
FALKANGER &
ASSOCIATES
INCORPORATED**
314 SOUTH FEDERAL HWY.
FT. LAUDERDALE, FL 33301
(305) 764-6575

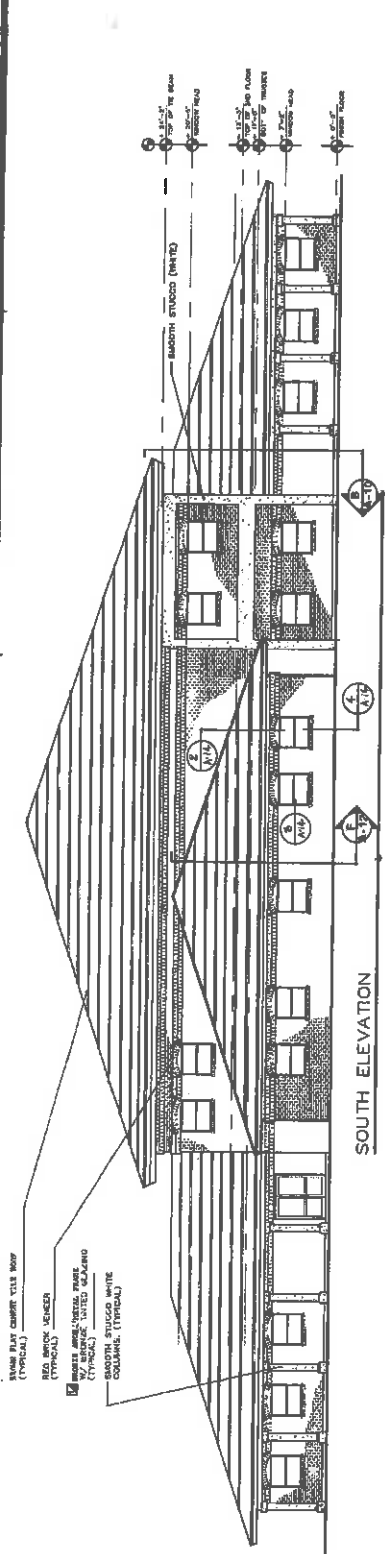
STANDARD		GEN. INV. AS PER ACCOUNTANT'S NO. 88
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GRAVITY		
<u>MET</u>		
ACID		
<u>NICO</u>		

REVISED

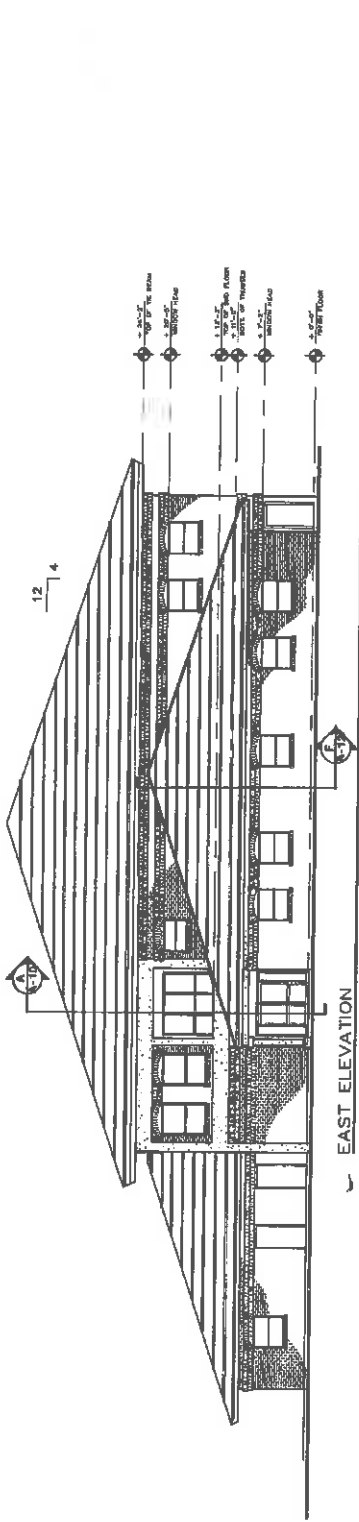
CITY OF
PLANTATION
CITY HALL
ANNEX

PLANTATION, FLORIDA
XTERIOR ELEVATIONS

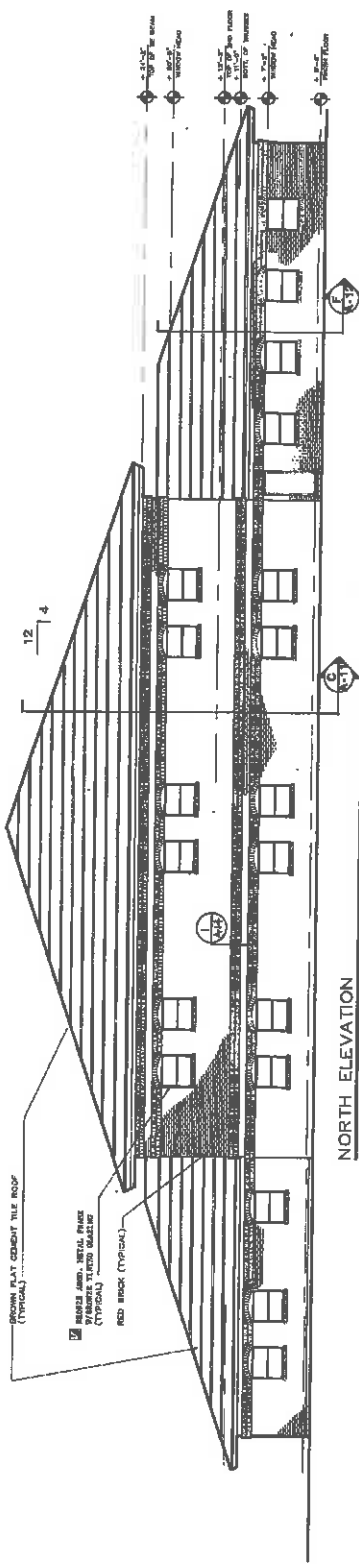
A-7  **14**



SOUTH ELEVATION

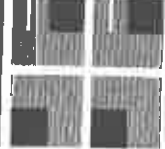


EAST ELEVATION



NORTH ELEVATION

EXTERIOR ELEVATIONS
1/8" = 1'-0"



ARCHITECT
JEFF
FALKANGER &
ASSOCIATES
INCORPORATED
814 SOUTH FEDERAL HWY.
FT. LAUDERDALE, FL 33301
(905)784-8878

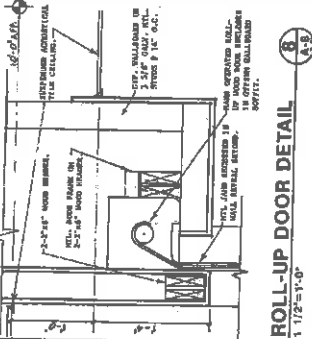
OWNER
CITY OF
PLANTATION
DATE
12/23/88
BY
J.F.

REVISIONS
NO. 1
DATE
12/23/88
BY
J.F.

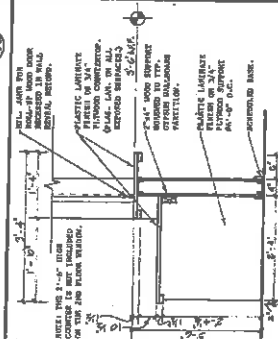
CITY OF
PLANTATION
CITY HALL
ANNEX

PLANTATION, FLORIDA
EXTERIOR ELEVATIONS,
INTERIOR ELEVATIONS
AND DETAILS

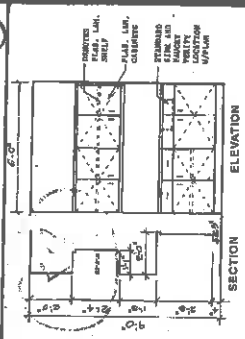
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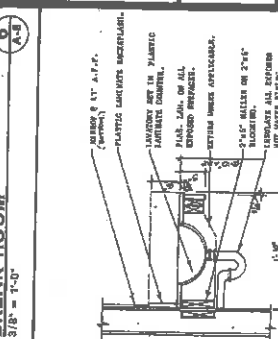
ROLL-UP DOOR DETAIL
1 1/2" x 1'-0"



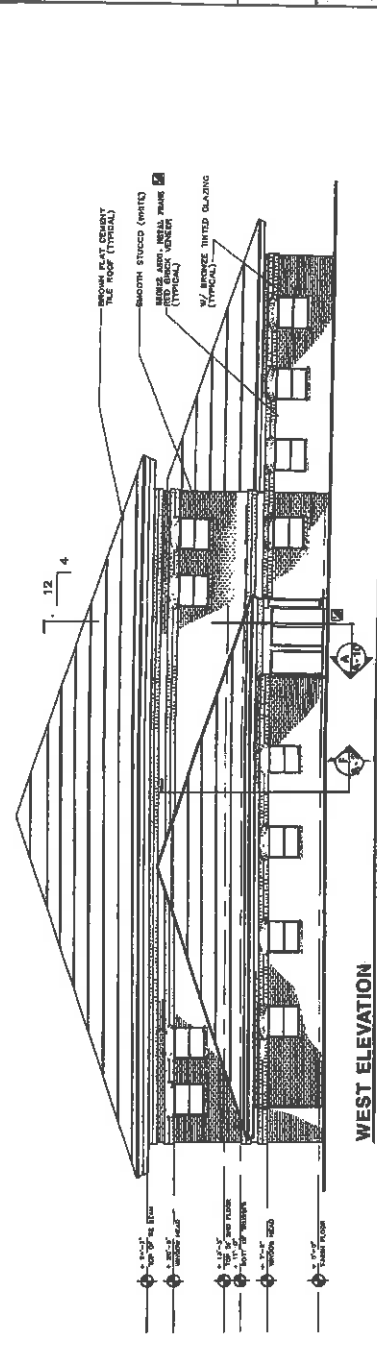
COUNTER DETAIL
3/4" x 1'-0"



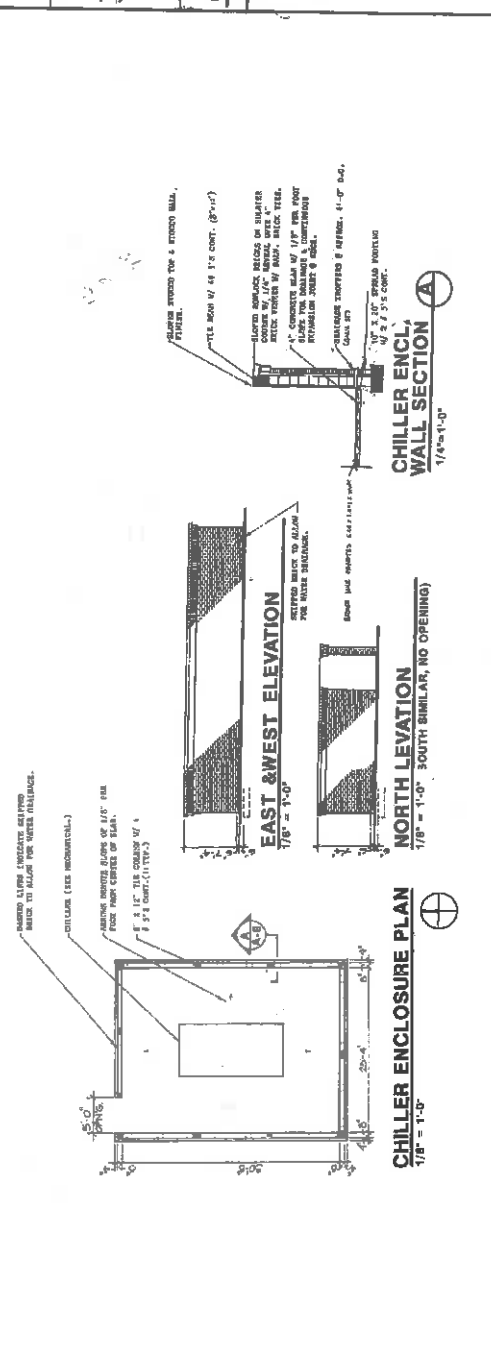
BREAK ROOM
3/8" x 1'-0"



LAVATORY DETAIL
1'-0" x 1'-0"

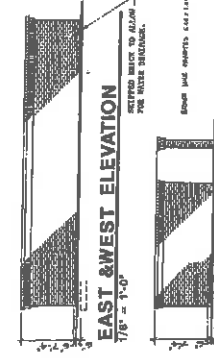


WEST ELEVATION
1/8" x 1'-0"



CHILLER ENCLOSURE PLAN
1/8" x 1'-0"

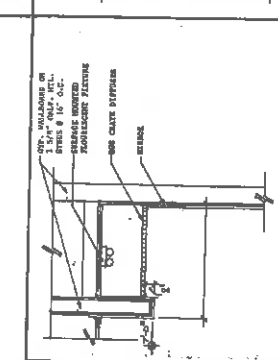
CHILLER ENCL. WALL SECTION
1/4" x 1'-0"



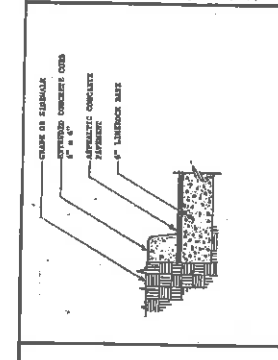
EAST & WEST ELEVATION
1/8" x 1'-0"



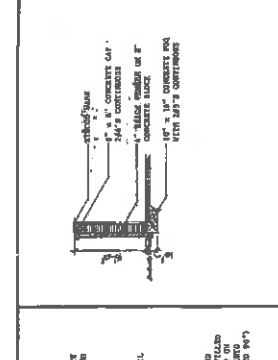
NORTH ELEVATION
1/8" x 1'-0" SOUTH SIMILAR, NO OPENING



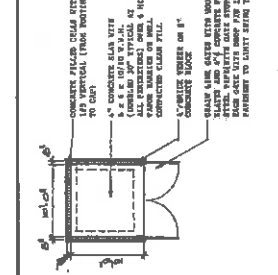
SOFFIT DETAIL
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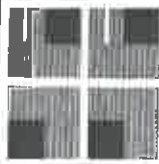
CURB DETAIL
1'-0" x 1'-0"



DUMPSTER DETAIL (SECTION)
1/4" x 1'-0"



DUMPSTER DETAIL (PLAN)
1/8" x 1'-0"



ARCHITECT
JEFF
FALKANGER &
ASSOCIATES
INCORPORATED
614 SOUTH FEDERAL HWY.
FT. LAUDERDALE, FL 33301
(305)784-6975

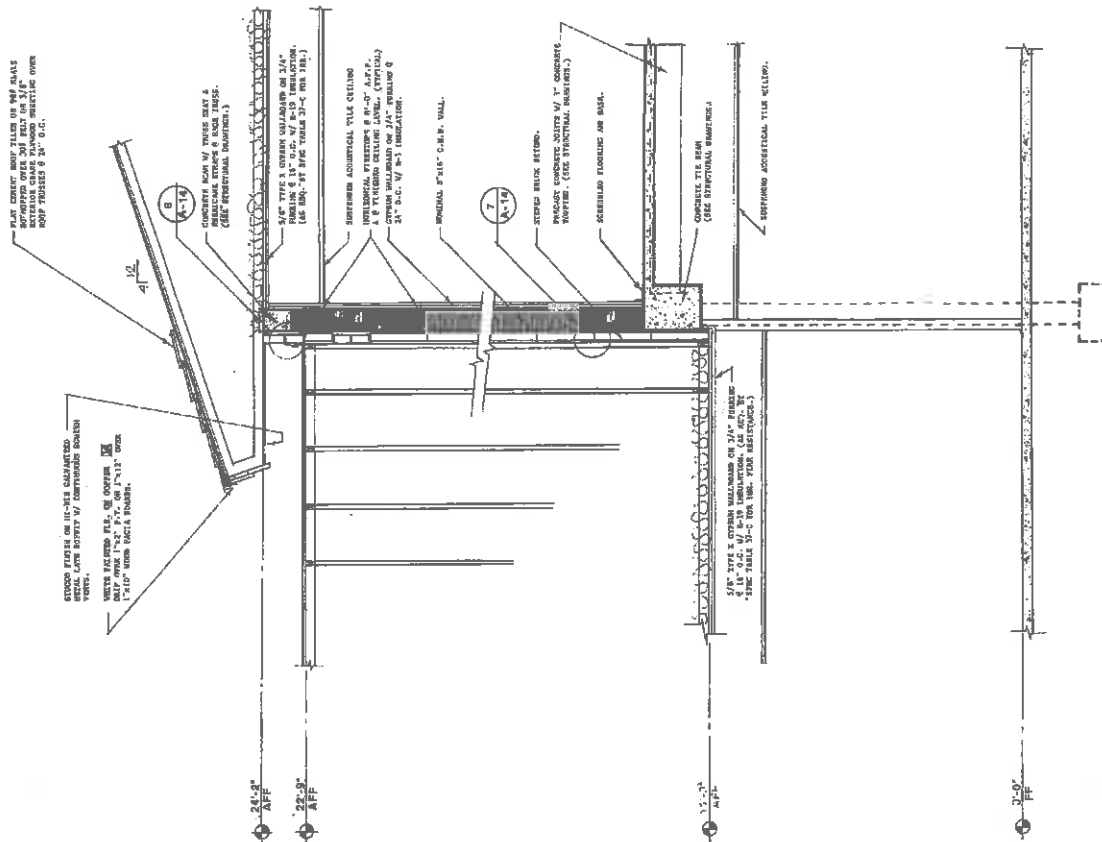
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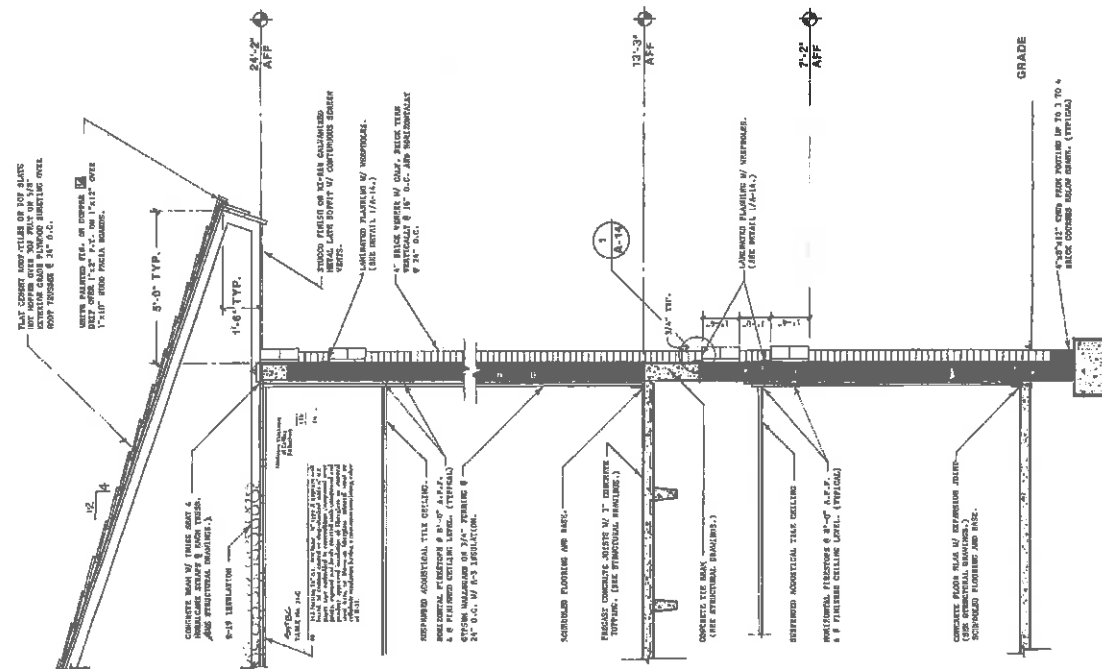
CITY OF
PLANTATION
CITY HALL
ANNEX

PLANTATION, FLORIDA
WALL SECTIONS

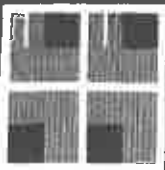
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WALL SECTION
1/2\"/>



WALL SECTION
1/2\"/>



ARCHITECT
JEFF
FALKANGER &
ASSOCIATES
INCORPORATED
614 SOUTH FEDERAL HWY.
FT. LAUDERDALE, FL 33601
(305) 764-8878

Shawn P. Falkanger, P.E., S.E.
CONSULTING ENGINEER
2811 West Oakland Ave. Ste. 10
Fort Lauderdale, FL 33309
(305) 557-7771

DESIGNED	DATE
BY	DATE
CHECKED	DATE
APPROVED	DATE

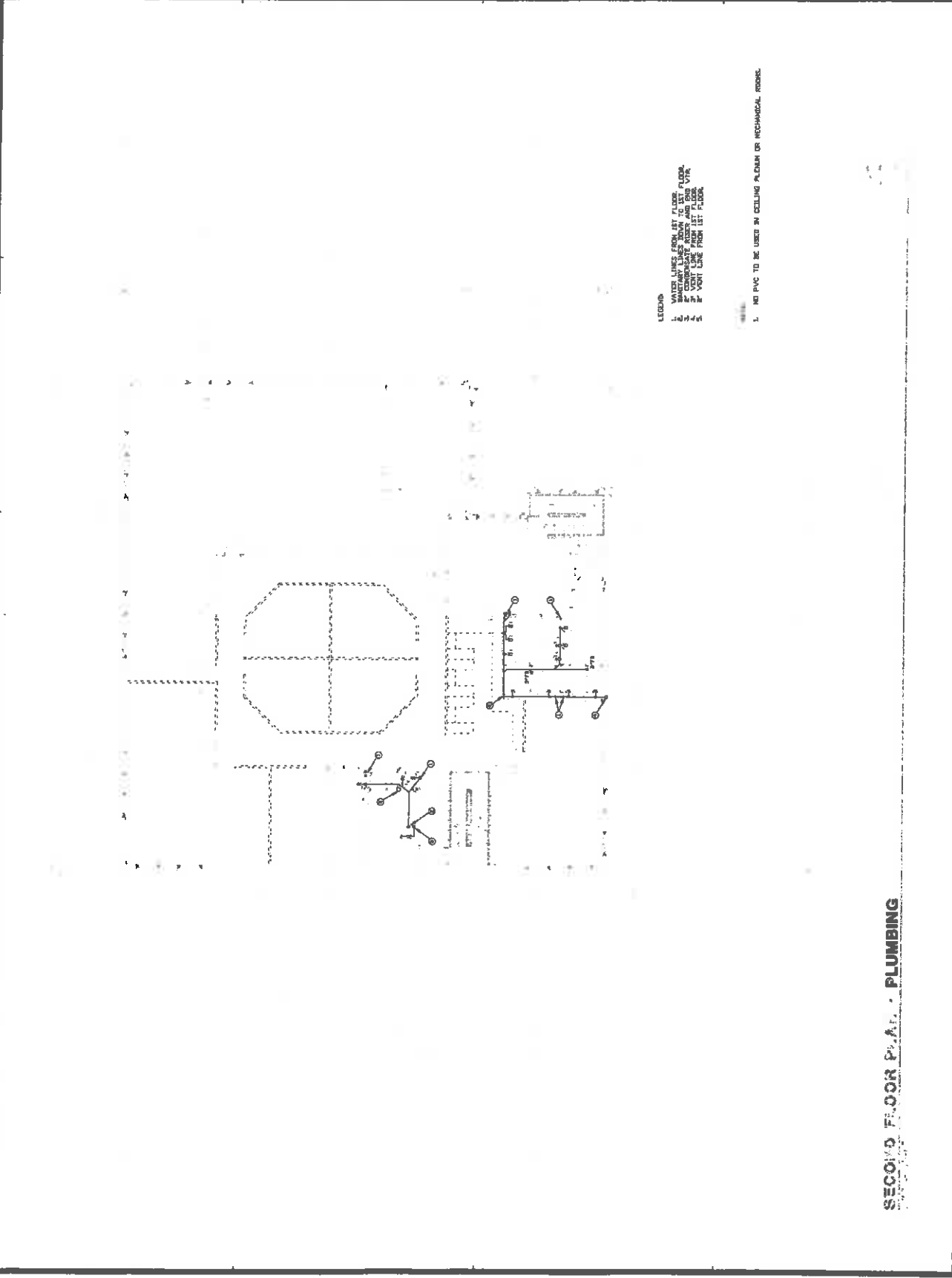
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CITY OF
PLANTATION
CITY HALL
ANNEX

PLANTATION, FLORIDA

SECOND FLOOR PLAN
PLUMBING

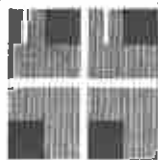
P-2 4



LEGEND
1. WATER LINES FROM 1ST FLOOR
2. SANITARY LINES FROM 1ST FLOOR
3. VENT LINES FROM 1ST FLOOR
4. VENT LINES FROM 1ST FLOOR
5. VENT LINES FROM 1ST FLOOR

1. NO PVC TO BE USED IN CEILING PLUMBING OR MECHANICAL ROOMS

SECOND FLOOR PLAN - PLUMBING



**ARCHITECT
JEFF
FALKANGER &
ASSOCIATES
INCORPORATED**
814 SOUTH FEDERAL HWY.
FT. LAUDERDALE, FL 33301
(903) 764-8578

Sharon Feller, P. E. Inc.
CONSULTING ENGINEERS
701 West Oakland Park Blvd. • Suite 210
Oakland Park, Fla. 33311 305/739-1800
LW-24 \$ 872.300

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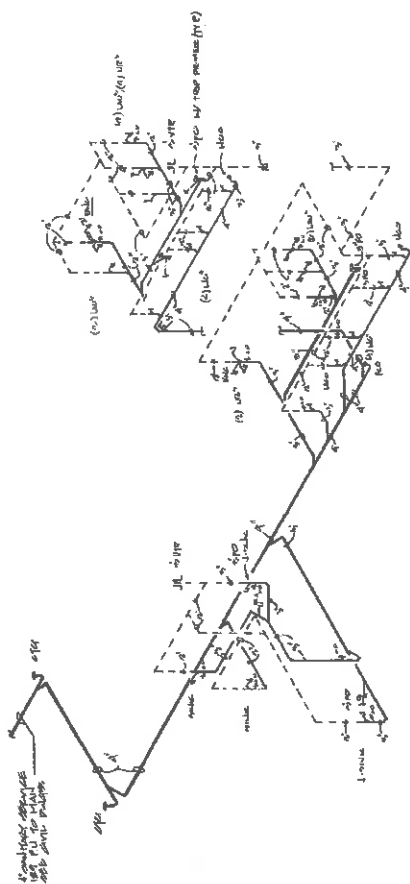
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CITY OF
PLANTATION
CITY HALL
ANNEX

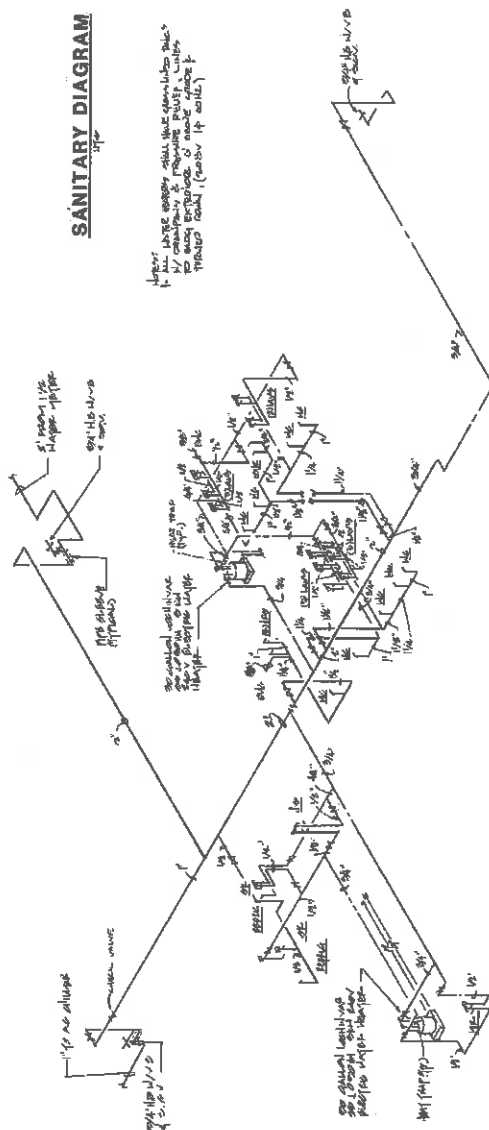
PLANTATION, FLORIDA.

PLUMBING RISERS

4 P-4



SANITARY DIAGRAM



WATER DIAGRAM

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director



CITY COUNCIL
Ron Jacobs, President
Peter S. Tingom, President Pro Tem
Dr. Robert A. Levy
Lynn Stoner
Chris Zimmerman, AIA

November 7, 2016

The Sun Sentinel
333 SW 12 Avenue
Deerfield Beach, FL 33442

Attention: Legal Advertisement Department

Please publish the following Notice to Bidders in your Fort Lauderdale News ONLY, TWO TIMES, one time in two consecutive issues, as soon as possible:

DEVELOPMENT SERVICES BUILDING ROOF REPLACEMENT

CITY OF PLANTATION

The City of Plantation, Florida will receive **Scaled Bids** for the above project. All bids must be received by the **City Clerk**, City of Plantation, 400 NW 73 Avenue, Plantation, FL 33317, no later than 11 A.M. Tuesday December 20, 2016. Please reference ITB No. 038-16 when responding to this bid.

A **mandatory pre-bid conference and site visit** will be held on December 8, 2016 at 9:00 AM at the City of Plantation, City Hall Council Chambers located at 400 NW 73th Avenue, Plantation, Florida 33317.

Detailed specifications containing Instructions and Bid Forms may be obtained from Charles Spencer in the Procurement Division, 400 NW 73 Avenue Plantation, Florida or through the Plantation website of www.Plantation.org. The bid may also be obtained from the www.Demandstar.com website. All questions may be addressed in writing to the Procurement Administrator, 400 NW 73 Avenue Plantation, Florida. Charles Spencer can be reached at 954-797-2647, Monday Through Friday, 8AM to 4PM, Email: espencer@plantation.org.

The City reserves the right to reject any and all bids and to accept the one that is in the best interests of the City.

SUSAN SLATTERY, City Clerk
City of Plantation

Yours Truly,

Susan Slattery
City Clerk

CC: Charles Spencer

CITY OF PLANTATION

Invitation to Bid

COVER SHEET

Project Title: ITB 038-16 DEVELOPMENT SERVICES BUILDING ROOF REPLACEMENT

Mandatory Pre-Bid and Site Meeting Yes [X] No []

If yes, Date: Thursday, December 8, 2016 Time: 9:00 AM

Location: City Hall 400 NW 73 Avenue, Plantation, FL 33317 – Council Chambers

Bid Bond Required Yes [X] No []

Performance Bond Required Yes [X] No []

Liquidated Damages Yes [X] No []

Department: Finance

Contact person (contract issues): Charles Spencer

Address: 400 NW 73 Avenue, Plantation, FL 33317

Telephone: 954 [797-2647]

Department: Procurement

Contact Person (technical issues): Charles Spencer

Address 400 NW 73 Avenue, Plantation, FL 33317

Telephone: 954 [797-2647]

Today's date: November 8, 2016

Opening date: December 20, 2016

Opening time: 11:00 AM

NOTICE TO BIDDERS
Invitation to Bid # 038-16

CITY OF PLANTATION
PLANTATION, FLORIDA

The City of Plantation, Florida is soliciting bids for Development Services Building Roof Replacement, City project # 17-02. The project will generally consist of, but is not limited to, the following:

This project involves the removal and replacement of the existing roofing system on the Development Services Building located at 401 NW 70 Terrace, Plantation, FL 33317.

The work to be performed consists of furnishing all labor, materials, tools, equipment and any other incidentals necessary to replace the existing roofing systems as specified in the Bid Documents.

Proposals will be accepted until 11:00 am. on Tuesday, December 20, 2016, at City Hall, Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, at which time Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the Bidder to insure that bids are received no later than the time indicated above. **Bids received after that time will not be considered.**

Detailed specifications containing Instructions and Bid Forms may be obtained from Charles Spencer in the Procurement Division, 400 NW 73 Avenue, Plantation, FL 33317 or through the Plantation website of www.Plantation.org. The bid may also be obtained from the web link <http://ftp.plantation.org> or www.Demandstar.com website. All questions shall be addressed in writing to the *Charles Spencer, Procurement Administrator*, 400 NW 73rd Avenue, Plantation Florida 33317. *Charles Spencer* can be reached at **954-797-2647**, Monday through Friday, 8AM to 4PM, Email: espencer@plantation.org.

- [X] Proposals must be sealed and the INVITATION TO BID number and proposal title must be plainly marked on the outside of the envelope. *(check if necessary)*
- [X] Proposal Security: All Proposals shall include a surety bond in the form set forth in paragraph 6.4 (**and on the Bid Bond Form provided**) of the Instructions to Respondents. The Penal Sum of the surety bond shall be (5%) of the total proposal. *(check if necessary)*

A mandatory pre-bid meeting and site visit will be held December 8th, 2016 at 9:00am at the City of Plantation, City Hall Council Chambers located at 400 NW 73rd Avenue, Plantation Florida 33317.

As a further condition precedent for consideration of any bid, such Bid must strictly comply with the Instructions to Bidder as issued by the City. The City reserves the right in its sole discretion to reject any bid which does not strictly comply with said Instructions to Bidder and further reserves the right to accept or reject any bid as set forth in said instructions.

Instructions to Bidders

Invitation to Bid # 038-16

1. Defined Terms:

Terms used in these Instructions to Bidders have the meanings assigned to them in the GENERAL CONDITIONS. The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

- 1.1 **Bidder:** One who submits a Bid directly to OWNER, as distinct from a sub-Bidder, who submits a bid to a Bidder.
- 1.2 **Successful Bidder:** When the City utilizes an INVITATION TO BID, the award shall be made to the responsible bidder who submitted the lowest bid, taking into consideration the evaluation factors and criteria set forth in the INVITATION TO BID.
- 1.3 **Contractor:** The Bidder with whom OWNER enters into a Contract for the Work.

2. Copies of Bidding Documents:

- 2.1 Complete sets of the Bid Documents for the fee stated in the "Notice to Bidders" may be obtained from the City of Plantation – Procurement Division, <http://ftp.plantation.org> or www.Demandstar.com.
- 2.2 Complete sets of Bid Documents shall be used in preparing Bids, neither OWNER nor the CITY REP that prepared or assisted in the preparation of the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.3 OWNER and CITY REP in making copies of Bid Documents available the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders:

No bid will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to OWNER, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said OWNER, or who is deemed irresponsible or unreliable by OWNER. The City shall have no liability to any successful Bidder unless and until the City executes a contract with such successful Bidder.

OWNER shall also have the right, unless prohibited by law, to meet with one or more Bidder after bids are opened to ensure that all OWNER's expectations with respect to performance can be met and that the requirements and scope of the Contract Work are clearly understood.

4. Examination of Bid Documents and Site:

- 4.1 Before submitting a Bid, each Bidder(s) must (a) examine the Bid Documents thoroughly; (b) visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) familiarize themselves with Federal, State, and local laws, ordinances, Florida Building Code or other applicable construction codes, rules and regulations affecting the performance, cost, progress, or furnishing of the Work; (d) study and carefully correlate their observations with the requirements of Contract Documents, and (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.
- 4.2 Bidders should also note any references made to the Specifications for identification of those surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance, cost, progress or furnishing of the Work which have been relied upon by CITY REP in preparing the Drawings and Specifications, if any. OWNER will make copies of such surveys and reports, which are not bound into these documents, available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Bid Documents.
- 4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Article 4 and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 4.4 Any information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and CITY REP by owners of such Underground Facilities or others, and neither OWNER nor CITY REP assumes responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in SUPPLEMENTARY CONDITIONS.
- 4.5 SUPPLEMENTARY CONDITIONS, if any, may identify for limited reliance by the contractor certain specified technical data. These (as well as other documents) should be reviewed.
- 4.6 Before submitting a Bid, each Bidder will, at its own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost,

progress, performance or furnishing of the Work and which Bidder deems necessary to determine their Bid price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

- 4.7 On request in advance, OWNER will provide each Bidder access to the site to conduct explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.8 The lands upon which the Work is to be performed, and the right-of-ways and easements for access thereto and other lands designated for use in performing the Work are identified in the Bid Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment or construction operations are to be provided by the CONTRACTOR.

5. Interpretations and Addenda:

All questions about the meaning or intent of the Bid Documents shall be submitted to CITY REP in writing, with a copy to OWNER. Interpretations or clarifications considered necessary by CITY REP in response to such questions will be issued by Addenda mailed or delivered to all parties and recorded by OWNER'S Purchasing Department as having received the Bid Document. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the option of the OWNER. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

In the event of conflict between the Notice to Bidders and the terms written within the Scope of Services and/or Specifications contained within Bid documents, the terms within the Scope of Services and/or Specifications shall control.

6. Bid Security:

- 6.1 A bid bond [X] is [] is not required for this bid. The amount and type of Bid Security is stated in the "Notice to Bidders" where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department. The form of the bid security is set forth in paragraph 6.4
- 6.2 The Bid Security of the Successful Bidder will be retained until such successful Bidder and the OWNER have executed the Agreement and furnished the required insurance and Contract security [for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within

fifteen (15) calendar days of the later of a Notice of Award or demand to execute contract, unless such deadline is extended by the OWNER, the Bid Security of that Bidder will be forfeited.

6.3 The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until earlier of the seventh calendar day after the executed Agreement is delivered by OWNER to CONTRACTOR and the required Contract Security and insurance is furnished, or the ninety-first (91st) day after the Bid opening. Bid Security of other Bidders will be returned within twenty-one (21) calendar days of the Bid opening.

6.4 The Bid Bond or security shall contain the following language:
“Now, therefore, if the Owner shall accept the Bid of the Contractor and the Contractor shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the Owner, and furnish insurance coverages to Owner as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the Owner immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the Owner may accept the Bid of the Contractor and said Surety does hereby waive notice of any such extension.”

7. Contract Time:

The number of calendar days within which the Work is to be completed is specified in Article 3 of the Agreement. *[If this is a term contract, input the years of the term]*

8. Subcontractors, Suppliers and Others:

8.1 OWNER requires the identity of major Subcontractors working on the project and Suppliers of unique material or products to be submitted to OWNER in advance of the Notice of Award the apparent Successful Bidder. Any other Bidder requested by City in writing will, within seven (7) calendar days, submit to OWNER a list of all Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for portions of this Project. An experience statement shall accompany such list with pertinent information as to similar projects and other evidence of qualifications for each identified Subcontractor, Supplier, person and organization.

8.2 If OWNER or CITY REP after due investigation has reasonable objection any proposed Subcontractor, Supplier or other person or organization, may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the

apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder whose bid is determined to be the most advantageous to the City taking into consideration the evaluation factors and criteria set forth in the INVITATION TO BID or the code if none are provided in the INVITATION TO BID that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The Bidder declining to make requested substitutions would not constitute grounds for sacrificing the Bid Security of any Bidder.

- 8.3 No Bidder shall be required to employ any Subcontractor, other person or organization against whom Bidder has reasonable objection.

9. Bid Form:

- 9.1 The Bid Form is included with the Bid Documents; additional copies may be obtained from the Purchasing Division at the reproduction cost of \$.25 per page.
- 9.2 All blanks on the Bid Forms must be completed in ink or by typewriter and submitted in triplicate. The bid price of each item on the form must be stated in words and numerals: in case of conflict, words will take precedence. Whiteout of prices or words and numerals on Bid Form is not permitted.
- 9.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign). The corporate seal must be affixed and attested by the secretary or an assistant secretary or notarized by a licensed Notary together with a corporate Resolution authorizing the submittal of the bid. The corporate address and state of incorporation must be shown below the signature.
- 9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 9.5 All names must be typed or printed below the signature. The signer shall date all signatures.
- 9.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 9.7 The address and telephone number for communications regarding the Bid must be shown.

10. SUBMISSION OF BIDS:

- 10.1 Bids shall be submitted before the time and at the place indicated in the Notice to Bidders and shall be submitted in a sealed package. The package shall be marked on the exterior with the Project title and, if applicable, the

designated portion of the Project for which the Bid is submitted and with the name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "SEALED BID PACKAGE ENCLOSED" on the face thereof. Only bids stamped "RECEIVED" by the City Clerk's Office by the time and date stated in the Notice to Bidders shall be considered.

- 10.2 Bidders shall submit one separate unbound copy of the Bid Form, Bid Bond, Drug-Free Workplace Form, Public Record Compliance Certificate, Questionnaire, Non Collusive Affidavit, Public Entity Crimes Form and any other form herein with each copy of the Bid Documents purchased by the prospective Bidders.
- 10.3 More than one Bid received for the same work from an individual, firm or partnership, a Corporation or Association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of all such Bids in which the Bidders is interested. If there are reasonable grounds for believing that collusion exists among the Bidder, the Bids of participants in such collusion will not be considered.

11. Modification and Withdrawal of Bids:

- 11.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 11.2 If within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Bid Documents.

12. Opening of Bids:

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

13. Bids to Remain Subject to Acceptance:

- 13.1 All bids MAY remain subject to acceptance for sixty (60) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return any Bid security prior to that date.

- 13.2 Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between OWNER, the Successful Bidder, and the surety, if any, for the Successful Bidder.

14. Award of Contract:

- 14.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities, incompleteness, or irregularities not involving price, time or material changes in the Work, and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced, incomplete, irregular, or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 14.2 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bidder and to establish the responsibility, reputation, work load, qualifications and financial ability of Bidder, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.
- 14.3 The OWNER shall not be obligated to any Bidder to enter into a contract with the Bidder despite the OWNER governing body prospectively awarding the contract to a successful Bidder. The OWNER shall be obligated to any Bidder for the project if and only if the OWNER enters into a contract for the project with the Bidder, and further, no action will lie against the OWNER to compel OWNER to execute any such contract, or to recover from the OWNER any damages, costs, lost profits, expenses, etc., that Bidder may incur if the OWNER chooses not to sign such contract. By bidding on this project, all Bidders acknowledge and agree that no enforceable contractual relationship arises until the OWNER signs the contract, and that no action shall lie to require OWNER to sign such contract at any time, and that Bidder waives all claims to damages, lost profits, costs, expenses, etc., as a result of the OWNER not signing such contract.
- 14.4 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award.
- 14.5 Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages indicated for Substantial Completion for each day after the desired date appearing in Article 19 of this Document.

15. Contract Security:

When the Successful Bidder delivers the executed Agreement to OWNER, the required Public Construction Bond must accompany it. This bond shall be required for all Projects having an estimated construction cost of \$200,000 or greater or such lesser amount stated in any future amendment to Section 255.05, Florida Statutes. The Public Construction Bond shall also apply to smaller Projects when required by Bid Documents.

16. Signing of Agreement:

When OWNER gives a Notice of Award to the Successful Bidder, the OWNER will follow-up by forwarding at least three (3) unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter, unless extended by OWNER, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within fifteen (15) days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

17. Taxes:

The CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law. The CONTRACTOR is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

18. Insurance Requirements:

All Bond and Insurance requirements are described in the GENERAL CONDITIONS and detailed in Tab 4 of this solicitation.

19. Liquidated Damages:

OWNER and CONTRACTOR recognize that time is of the essence as to Completion and that OWNER will suffer financial and other losses, if the Work is not completed within the time specified, plus extensions therefor allowed. OWNER and CONTRACTOR recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER _____ per day (or \$500 per day if not filled in) for each day that expires after the time specified for Substantial Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work has obtained Substantial Completion, and _____ per day (or \$250 per day if not filled in) for each day that expires after the time specified for Final Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work reaches Final Completion.

20. Indemnity:

The Contract documents certain indemnification provisions, which are found in Paragraph 5.31 of the General Conditions, which indemnities are hereby incorporated by reference as if fully set forth herein.

21. Schedule of Values:

The proposed schedule of values shall be submitted with the proposal so that the City may review it in connection with a determination on whether the proposal is balanced. The City may adjust the schedule of values with Supplementary Conditions to the Contract.

22. Text of Proposed Contract Documents:

The Bidders shall review the text of the Contract Documents referred to or referenced herein. In the event Bidders have any objection to the terms of such documents, the objections shall be disclosed at the time the bid is submitted.

23. Fees Waiver Disclosure:

The OWNER shall not require the CONTRACTOR to pay any of the OWNER's permit fees, license fees, impact fees, or inspection fees or any of the other usual OWNER permits and fees that may be associated with a construction project. These fees will be waived or paid by the OWNER, if payment cannot be waived. Without limiting the foregoing, CONTRACTOR shall pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work except City of Plantation permits and fees which shall be waived (except for so much of said City of Plantation fees as the OWNER is required to remit to other governmental agencies).

END OF DOCUMENT

[136]9001-14001

City Of Plantation

INSURANCE REQUIREMENTS

Roof Replacement-Development Services Building

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under a written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a minimal Financial Rating of no less than "B" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

Insurance

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

Certificate(s) of Insurance

The contractor agrees to provide City of Plantation a Certificate of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in and effect, and also that certificates of insurance shall provide a minimum thirty (30) days notification, of cancellation by the contractor's insurer. If the contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, contractor agrees to notify the City by fax, within five (5) business days, with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

City Of Plantation

Additional Insured

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "Additional Insured" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured-Owners, Lessees, with Contractors Completed Operations endorsement. Endorsements shall be required to provide back coverage for the contractors "Your Work" as defined in the insurance policy and liability arising out of the products-completed operations hazard.

Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence, and **\$1,000,000** Annual Aggregate, unless the contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability.

Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Bidder does not own automobiles, Bidder agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers Compensation & Employers Liability

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

Waiver of Subrogation

The contractor agrees that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor agrees to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against Others, or its equivalent.

City Of Plantation

This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

Umbrella/Excess Liability

If required in the contract, will be no more restricted than the underlying insurance policies. City of Plantation must also be added and endorsed as additional insured.

Bonds:

If a surety bond is required it shall be written equal to the value of the job, in order to guarantee the work will be done per the specifications, on a timely basis.

Right to Revise or Reject:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.
- B. The city reserves the right to require or adjust any of the insurance coverages it deems necessary depending upon the company, the project and the potential exposures.
- C. The city requires being named "**Additional Insured**" and endorsed on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the contractor. The city will have the right to amend such contract to conform to City Of Plantation guidelines for contract work.

**THE UNDERSIGNED CONTRACTOR HAS READ THE FOREGOING
REQUIREMENTS AND AGREES TO THE TERMS.**

WITNESS

CONTRACTOR

DATE

CITY OF PLANTATION

SPECIFICATIONS - SCOPE OF WORK

DEVELOPMENT SERVICES BUILDING ROOF REPLACEMENT

BID NO. ITB 038-16

The work to be performed consists of furnishing all labor, materials, tools, equipment and any other incidentals necessary to replace the existing tile roofing system for the City of Plantation Development Services Building located at 401 NW 70th Terrace, Plantation, Florida 33317 as specified below.

This project involves the removal and replacement of the existing roofing system with Entegra Roof Tile – Plantation profile – Cedar Tan, Black & Brown Antique, Sealed, Slate Like, product identification number F-CDTN-CD-Y-SL-15, or approved equal. All products and installation shall be in accordance with the applicable Miami-Dade Notice of Acceptance and the Florida Building Code. Scope of work shall include the removal and replacement of existing metal drip edge throughout with new metal drip edge with factory painted finish, color to match specified tile. The base bid shall comply with RAS120 for hot-applied Product Approved underlayment system (modified bitumen cap sheet) with adhesive set tile. The alternate bid shall comply with RAS 120 for Product Approved Anchor/Base Sheet/Self-Adhered Underlayment system with adhesive set tile.

Special Notes:

Contractor shall include a copy of the current Miami-Dade Notice of Acceptance for roofing system in the bid submittal package.

The method of roof removal shall allow for the removal of only as much roofing from the building and premises as can be replaced during the course of a working day to eliminate risk of water intrusion during the course of a working day.

Contractor shall utilize the north side of the building as a staging area for trucks/equipment/materials, including a dumpster and boom crane, etc. Contractor shall insure that all safety measures are maintained throughout the duration of construction.

Contractor shall keep the property clean and free of debris daily. All debris shall be hauled away and disposed of at a legal disposal site.

In order to be considered for award of this project, Contractor must possess at time of bid opening one of the following State Certified or County Competency licenses or any license that can meet or exceed licensing requirements as determined by state or county licensing agency.

LICENSES

State: Certified Roofing Contractor License, defined by F.S. 489.105, plus five (5) years as a full time roofing contractor.

County: Certificate of Competency - Roofing Unlimited, plus five (5) years as a full time verifiable roofing contractor.

EXPERIENCE

The Contractor shall submit documentation in the form of past projects with property owner contact information demonstrating successful completion of a minimum of five (5) verifiable roofing projects of similar size and scope within the last three (3) years under the same Bid Contractor company name.

Any work outside of the primary Licensed Contractor must be performed by a properly licensed subcontractor having successfully performed work on (5) verifiable roofing projects of similar size and scope within the last three (3) years.

Occupational license must be in effect as required by Florida Statute §205.065.

Contractor proposes to furnish the following items in conformity with the Scope of Work, instructions and provisions of this bid and at the indicated bid prices. Bid prices quoted have been checked to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents.

For each bid item, Bidder agrees to furnish all labor, materials, tools, equipment and any other incidentals necessary to properly perform the work described herein. In the event of obvious or latent mathematical errors, the Bidder recognizes that these are clerical in nature and may be corrected by the City.

EVALUATION CRITERIA ITB

In evaluating Bids, OWNER will consider the following criteria of the Respondents;

- a. The ability, capacity and skill of the respondent to perform under terms of the bid documents;
- b. Whether the bidder can perform the contract or provide the materials or services promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- d. The quality of performance of previous contracts and the providing of materials or services, or both;
- e. The previous and existing compliance by the bidder with the laws and ordinances relating to the contract, or providing of materials or services, or both;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the materials or services, or both;
- g. The quality, availability and adaptability of supplies, equipment, or contractual services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of conditions attached to the bid; and
- j. Prior litigation experience.

as may be requested in the Bid form or prior to the Notice of Award. OWNER will also consider any applicable ordinance or statutory criteria applicable to the Project.

The City will award the contract to the responsible and responsible bidder who submitted the lowest bid.

[61]9001-14001

Exhibit A
To Qualification Statement

LITIGATION HISTORY FORM

[ITB 038-16]

NAME OF RESPONDENT:

Party:	Respondent is <u>Plaintiff</u> : Yes [] No [] Defendant: Yes [] No []
Case Name:	
Case Number:	
Date Filed:	
Name of Court or other Tribunal	
Type of Case:	Civil [] Administrative/Regulatory [] Criminal [] Bankruptcy []
Claim or Cause of Action and Brief Description of each Count:	
Brief description of the Subject Matter and Project Involved:	
Disposition of Case:	Pending [] Settled [] Dismissed []
(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Judgment Respondent's Favor [] Judgment Against Respondent [] If Judgment Against, is Judgment Satisfied? Yes [] No []
Opposing Counsel:	Name: Email: Phone Number:

[101]9001-14001

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: []

NAME: []

ADDRESS: []

TELEPHONE NO.: []

FAX NO.: []

EMAIL ADDRESS: []

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

The correct name of the Bidder is: [] .

The address of the principal place of business is: []

The business is a (Sole Proprietorship) [] (Partnership) [] (Corporation) []

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

- a. Date of Incorporation: []
- b. State of Incorporation: []
- c. President's Name: []
- d. Vice President's Name: []
- e. Secretary's Name: []
- f. Treasurer's Name: []
- g. Name and address of Resident Agent: []

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

- a. Date of organization: []
- b. Name, address and ownership units of all partners:
[]
- c. State whether general or limited partnership: []

4. If Bidder is other than an individual, corporation or partnership, describe the organization and

give the name and address of principals:

[]

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name: []
 - a. Under what other former names has your organization operated?
[]
7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.
[]
8. Have you personally inspected the site(s) of the proposed work? (Y) []____(N)_ []
9. Do you have a complete set of documents, including agenda? (Y) []____(N)_ []
10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
[]
11. Within the five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.
[]
12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).
[]
13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).
[]
14. State of name of Surety Company, which will be providing the bonds if any bonds are required by the Instructions to Bidder, and name, and address of agent:
[]
15. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.
[]

16. Provide a list of work currently under contract.

[]

17. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

[]

18. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

[]

19. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

[]

20. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

[]

21. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

[]

22. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

[]

23. Please attach a copy of your latest financial statement.

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

Signature

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____, who is personally known to me or who has produced _____
as identification and who did (did not) take an oath.

WITNESS my hand and official seal,

NOTARY PUBLIC

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

[97]9001-14001

COMPLIANCE UNDER SECTION 119.0701

FLORIDA STATUTES, ON PUBLIC RECORDS

TO BE RETURNED WITH BID

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 954-797-2237, sslattery@plantation.org, 400 NW 73rd Avenue Plantation, FL 33317

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

Contractor: _____

By (sign): _____

Print Name: _____

STATE OF _____)
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

Notary Public, State of _____

Sign: _____

Print: _____

My Commission Expires: _____

STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

TO BE RETURNED WITH BID

Preference must be given to CONTRACTORS submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature

Printed Name

Company Name

Date

[27]9001-14001

CITY OF PLANTATION

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH PROPOSAL

**THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS**

1. This sworn statement is submitted with Bid, Proposal or Contract for [ITB 038-16 Development Services Building Roof Replacement, City Project 17-02].
2. This sworn statement is submitted by [] (entity submitting sworn statement), whose business address is [] and its Federal Employer Identification Number (FEIN) is []. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: []).
3. My name is [] (please print name of individual signing), and my relationship to the entity named above is [].
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public

entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

[] Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

[] The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

[] There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

[] The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

[] The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[]
(Signature)

[]
(Date)

STATE OF FLORIDA

COUNTY OF BROWARD COUNTY

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____, who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20____.

(Notary Public)

My Commission Expires: _____ (seal)

[71]9001-14001

NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the Bidder certifies that this bid is made independently and free from collusion.

Bidder shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer or director or, or has a material interest in, the Bidder's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Bidder, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the Bidder does not indicate any names, the City shall interpret this to mean that the Bidder has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

Witnesses:

Bidder

Typed name:

By:

Name:

Title:

Typed name:

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____ - _____, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

Notary Public, State of _____

Sign: _____

Print: _____

My Commission Expires: _____

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A PARTNERSHIP

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

Printed Name of Partnership

By:

Signature of General or Managing Partner

Witness

Printed Name of Partner

Witness

Business Address

City/State/Zip

Business Phone Number

State of Registration

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A CORPORATION

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

Printed Name of Corporation

Printed State of Incorporation

By:

Signature of President or other authorized officer

Printed Name of President or other authorized officer

Address of Corporation

City/State/Zip

Business Phone Number

(CORPORATE SEAL)

ATTEST

By _____
Secretary

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (Name), _____ (Title) of _____ (Name of Company) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

Printed Name of Firm

By:

Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed construction site located at 401 NW 70 Terrace, Plantation, FL 33317 and hereby have accepted the existing site conditions.

Authorized Representative

Company

Date

Failure to attest to the above may be grounds for rejection of proposal.

[50]9001-14001

TO BE RETURNED WITH BID

Cooperation with the Broward County Office of Inspector General

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20__.

Notary Public, State of _____

Sign: _____

Print: _____

My Commission Expires: _____

[64]9001-14001

Local Business Certification Form

The undersigned affirms as true, under penalties of perjury, as follows:

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of City of Plantation Ordinance Number 2437, § 1 which codified Section 2-227 of the City Code.

Pursuant to Section 255.0991, 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 this competitive solicitation, Section 2-227 of the City Code **shall not** apply.

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such business is a Local Business as defined by the Code.

The undersigned claims qualification in the event that the Local Business Preference applies to this procurement and the business is determined to be a Qualified Local Business as defined by the Code.

Dated: _____

Signed: _____

Printed Name of Signor: _____

Title of Signor: _____

Name of Firm: _____

Sec. 2-227. - Local business preference.

(a)

Definitions. For purposes of this section, the following terms shall have the respective meanings as set forth in this subsection:

Business location means a permanent office or other use of property in which a vendor operates, conducts, engages in or carries on all or a portion of its business, provided that the mere use of a post office box shall not be sufficient to constitute a business location under this provision.

Local business means a vendor or contractor who has paid its local business tax to the City of Plantation at least six (6) months prior to bid or proposal opening date; does business in the city community by providing goods, services, or construction; and maintains a physical business address located within the jurisdictional limits of the city in an area zoned for the conduct of such business from which the vendor or contractor operates or performs business on a day-to-day basis. Post office boxes shall not be used for the purpose of establishing said physical address.

Qualified local business means a local business that satisfies the requirements under the bid or proposal guidelines to perform the services or goods requested.

Vendor means a sole proprietorship, partnership, corporation, limited partnership or limited liability corporation or other recognized business entity that offers to contract with the city for either goods or services.

(b)

Procedure; notice of option to match lowest response. The city shall give a preference to a qualified local business that responds to competitive procurement in the following manner:

(1)

If a qualified local business submits a response to one (1) of the city's competitive procurement processes set forth in [section 2-220\(b\)](#) (requests for sealed proposals) (but only where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will be available), (d) (requests for competitive proposals), [2-220\(e\)](#) (sealed bids in response to an invitation to bid), and [2-220\(f\)](#) (design build projects which are procured using a competitive proposal process), or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in [section 2-226\(b\)](#) and as may be increased or decreased by authorized adjustments, and the original response of the qualified local business is within five (5) percent of the low response, then the city shall give the qualified local business the opportunity to meet the price of the low response. The order of preference by which the qualified local business shall be given the opportunity to match the low response shall be from the lowest to the highest response, as long as the initial response was within five (5) percent of the low response.

(2)

The city shall give the qualified local business written notice of the opportunity to match the price of the low response within five (5) business days of determining the low response. There shall only be one (1) valid notice of an opportunity to match the price of the low response outstanding at any one (1) point in time. Notice shall be deemed received by the qualified local business by mailing or otherwise transmitting the notice to the address, email, facsimile or otherwise that was supplied by the qualified local business at the time of responding.

(3)

The qualified local business to whom a written notice has been mailed or otherwise transmitted must respond to the city in writing. If the qualified local business fails to file a response to the notice with the city within two (2) days of the posting or transmission of the notification of the

option to match the low response, then the failure to respond shall be deemed to be a denial of the opportunity to match the low response. Should the qualified local business choose to meet the price of the low response, then the city shall award the contract to the qualified local business. If no qualified local business accepts the option to match the low response, then the contract shall be offered to the lowest responder.

- (c) *Disclosure.* The requirements of the city's local policy shall be disclosed in all the city's competitive procurement processes to which this preference applies or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in [section 2-226\(b\)](#) and as may be increased or decreased by authorized adjustments.
- (d) *Exceptions.* The procurement preference set forth in this section shall not apply to any of the following purchases or contracts:
 - (1) Goods or services provided under a cooperative purchasing agreement or interlocal agreement;
 - (2) Purchases or contracts which are funded, in whole or in part, by a governmental entity where the laws, regulations, or policies governing such funding prohibit or prevent the application of the preference;
 - (3) Purchases made or contracts let under emergency or noncompetitive situations;
 - (4) Purchases with an estimated cost of less than the amount stipulated for informal bids, as referenced and indexed in [section 2-226\(b\)](#) (which is currently three thousand five hundred sixty-nine dollars (\$3,569.00)) and as may be increased or decreased by authorized adjustments;
 - (5) Purchases or contracts procured utilizing procurement processes set forth in [section 2-220\(b\)](#) (requests for sealed proposals) (except where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will apply) (c), (requests for qualifications), and (g) (design build projects and professional services contracts which are competitively procured using a qualifications based procurement process); and,
 - (6) Notwithstanding the above, any purchase using any of the available procurement processes in this Code wherein the procurement documents expressly indicate that the local business preference set forth in this section shall not be available.
- (e) The application of local preference to a particular purchase, contract, or category of contracts for which the city council is the awarding authority may be waived upon written justification and recommendation by the mayor and approval of the city council.
- (f) The preference established in this section does not prohibit the right of the city council or the mayor to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.
- (g) The response preference established in this section does not prohibit the city council, or mayor, from giving any other preference permitted by law in addition to the preference authorized in this section.

(Ord. No. 2437, § 1, 2-10-2010)

[96]9001-14001

BID BOND

Bond No.

CONTRACTOR:Name
Legal status
Address**SURETY:**Name
Legal status
Principal place of business**OWNER:**City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317**BOND AMOUNT: \$****PROJECT:**Development Services Building Roof Replacement 401 NW 70 Terrace, Plantation, FL 33317, ITB 038-16,
City project # 17-02

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the Owner shall accept the Bid of the Contractor and the Contractor shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the Owner, and furnish insurance coverages to Owner as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the Owner immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the Owner may accept the Bid of the Contractor and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Contractor's allegation that its entering into the contract was prevented or frustrated by the Owner, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON:

20__ __.

(Name of Contractor)By: _____
(As Attorney in Fact)_____
(Name of Surety)

[156]09001-14001

**Bid Form
CITY OF PLANTATION**

Bid of Bidder _____

Address _____

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

PROJECT NAME: Development Services Building Roof Placement, City Project 17-02
ITB No 038-16

City of Plantation

TO: City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

The Undersigned Bidder proposes and agrees if this bid is accepted, to enter an agreement with the OWNER to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This bid will remain open for thirty days after the day of Bid Opening. Bidder will sign the agreement and submit the contract security and other documents required by the Contract Documents within 15 days after the date of Owner's Notice to Award.

In submitting this bid, Bidder represents as more fully set forth in the Agreement, that:

- A. Bidder has examined copies of all the Contract Documents and of the following Addenda:
(if any addenda have been issued)

DATE:

ADDENDA NUMBER:

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instruction to Bidder.

- B. Bidder has examined the site and locality where the work is to be performed, the legal requirements Federal, State and Local Laws, Ordinances, Rules and Regulations) and the

conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

- C. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
- D. BIDDER shall complete the Work for the following price. It is the OWNER'S intent to award a contract based upon the total base bid or alternate bid amount.

BASE BID:

- 1a. Remove existing roofing system and replace with Entegra Roof Tile – Plantation profile – Cedar Tan, Black & Brown Antique, Sealed, Slate Like, product id F-CDTN-CD-Y-SL-15 or approved equal with 30/90 hot mop underlayment system. \$ _____
- 1b. Remove/replace damaged plywood decking.
Estimated quantity 640 SF x unit cost \$ _____ \$ _____
- 1c. Project Contingency \$ _____ 2,500.00 _____
- TOTAL BASE BID** (items 1a.. 1b, and 1c.) \$ _____

Written: _____

ALTERNATE BID:

- 2a. Remove existing roofing system and replace with Entegra Roof Tile – Plantation profile – Cedar Tan, Black & Brown Antique, Sealed, Slate Like, product id F-CDTN-CD-Y-SL-15 or approved equal with Tag & Stick underlayment system as manufactured by Entegra or approved equal. \$ _____
- 2b. Remove/replace damaged plywood decking.
Estimated quantity 640 SF x unit cost \$ _____ \$ _____
- 2c. Project Contingency \$ _____ 2,500.00 _____
- TOTAL ALTERNATE BID** (items 2a., 2b, and 2c.) \$ _____

Written: _____

Bidder agrees that the Work will be completed within the time identified in the Agreement after the date when the Contract time commences to run as provided in Paragraph 2.3 of the General Conditions (Notice to Proceed).

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

Communications concerning this Bid shall be addressed to the address of Respondent indicated below.

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

The undersigned also agrees as follows:

First: to do any extra work not covered by the foregoing Schedule of Price which may be ordered by the OWNER, and to accept as full compensation therefore, such prices may be agreed upon in writing by the OWNER and the BIDDER pursuant to the applicable provisions of the General Conditions.

Second: Within fifteen days from the "Notice of Award", of this bid, to execute the Contract and to furnish to the OWNER a satisfactory Performance Bond in the approved City form, guaranteeing the faithful performance of the Work and payment of bills, the BIDDER to pay for said bond.

Third: To begin work on the date specified in the "Notice to Proceed". Accompanying this bid is a certified check, cashier's check or Bid Bond for 5% of Bid payable to the City of Plantation which is to be forfeited if, in the event that this Bid is accepted, the undersigned shall fail to execute the contract and furnish satisfactory Contract Security under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or Bid Bond is to be returned as provided herein.

SUBMITTED ON: _____, 20 _____

SIGNATURE OF BIDDER: _____

TITLE (if any): _____

ADDRESS: _____

Incorporated under the laws of the State of Florida.

[46]9001-14001

AGREEMENT

This Agreement is dated as of the [____] day of [____], in the year 201[____], by and between:

CITY OF PLANTATION, FLORIDA
a municipal corporation
400 NW 73rd Ave
Plantation, Florida 33317
(hereinafter referred to as City)

AND

[Enter Contractor Name]
[Enter Contractor Address]
[Enter City, State and Zip]
(Hereinafter referred to as Contractor)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 – WORK

The CONTRACTOR shall complete all Work as specified or indicated in the Contract documents for the project entitled:

City of Plantation
[Development Services Building Roof Replacement]
[ITB 038-16]

and generally described as follows but not limited to: [removal and replacement of the existing roofing system] as further defined in the Specification/Scope of Services

Article 2 – ENGINEER

The OWNER has engaged [Brett Butler, PE] who is hereafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contracts Documents in connection with completion of the work in accordance with the Contract Documents. [Enter "N/A" if this section does no pertain to the contract documents]

Article 3 – CONTRACT TIME

The initial contract period shall be for [Enter number of years], commencing [Month, date and year]. In addition, the City reserves the right to renew the contract for [Enter the additional renewal periods allowed], under the same terms, conditions and specifications contingent upon Budget approval.

Or If a Construction Contract

The work will be substantially completed within [60] calendar days and finally completed within [75] calendar days after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 19 of the Instructions to Respondents contains Liquidated Damages provision.

In the event the services are scheduled to end either by contract expiration or by termination by the City of Plantation (at the City's discretion), the contractor shall continue the services, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing contract. The contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

Article 4 – COMPENSATION/PAYMENTS

The OWNER shall pay to the CONTRACTOR for the performance of the Work \$[]. For portions of the Contract that are in the accepted proposal as being unit priced, the Contract Sum will be based upon the amounts determined for the total number of each of the units of work completed at the unit price stated. The City reserves the right to increase and decrease quantities, and the final payment shall be made for the actual number of units incorporated in or made necessary by the work covered by this contract.

The Contractor will bill the City at the completion of each job for services rendered of the work defined herein at the rates submitted in their proposal documents now made apart of this contract. Submit invoices to:

City of Plantation
Attn: *[Brett Butler, PE, City Engineer]*
[401 NW 70 Terrace]
Plantation, FL *[33317]*

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Financial Services Department for payment. Invoices will generally be paid within thirty (30) days following the City representative's approval.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

Progress payments and retainage and final payment provisions are provided for in the Contract Documents. Generally, these documents call for monthly progress payments for approved Work completed less 10% retainage. The balance of the final contract sum shall be due to the CONTRACTOR from the within 21 days after Final Completion. The Florida Construction Contract Prompt Payment Law shall govern payments made pursuant to this Agreement. Any conflict shall be resolved consistent with the law.

Article 5 – CONTRACTOR’S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations, in addition to the representations made in the contract documents as referenced in Article 19.

- A. CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, Work, locality and with all location conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.
- C. CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those reference to in Article 5 of the General Conditions as amended by Supplementary Conditions, if any, as they deem necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.
- D. CONTRACTOR has correlated the results of all such observations, examinations investigations, tests, reports and data with terms and conditions of the Contract Documents.
- E. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that the CONTRACTOR has discovered in the Contract

Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR

Article 6 – RECORDS AND AUDIT

City reserves the right to audit the records of CONTRATOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

CONTRACTOR agrees that it shall keep accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of Agreement are the property of CITY and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any City records without written permission from City except as necessary and appropriate in the performance of the duties and responsibilities required to comply with terms of any Agreement between parties.

CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer data and other records related to the services provided under this Agreement. The records will be made available during normal business hours upon twenty-four hours notice by the CITY.

Article 7 – INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of the Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

Article 8 – CONFLICT OF INTEREST

CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRATOR or its employees, must be disclosed in writing to CITY.

CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Plantation, Broward County and the State of Florida, Chapter 112, Florida Statutes (2014), as amended, agrees that it will fully comply in all respects with terms of said laws

CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

Article 9 - ASSIGNMENT

The Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the CITY which consent cannot be unreasonably withheld.

Article 10 - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Plantation and of any other public authority, which may be applicable to this Agreement.

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Article 11- VENUE

See Article 15 - Dispute Resolution of the General Conditions.

Article 12 - PERMITS, FEES AND NOTICES

CONTRACTOR shall use its best efforts to obtain the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the CITY.

Article 13 - INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force effect.

Article 14 - ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any the

covenant, term, condition or election but the same shall continue and remain in full force and effect.

Article 15 - SERVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Article 16 - NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Article 17 - CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Article 18 - TERMINATION

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of work.

Article 19 – CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR, are attached to this Agreement, made a part thereof and consist of the following:

- A. This Agreement
- B. Exhibits (if any)
- C. Notice of Award
- D. Supplementary Conditions, if any
- E. General Conditions
- F. Specifications bearing the project title
- G. Drawings bearing the project title *If necessary*
- H. Addenda numbers [] to [],
- I. Documentation and proposal submitted by CONTRACTOR prior to Notice of Award
- J. Any Written Amendments, Change Orders, or Work Change Directives duly delivered after execution of Agreement
- K. The Instructions to Respondents
- L. The Insurance Coverage's and Bonds required by the Contract Documents

These are no other Contract Documents than those listed above in the Article.

Article 20 – MISCELLANEOUS

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meaning indicated in the General Conditions, or as amended in Supplementary Conditions
- B. The CONTRACTOR warrants that no elected official, officer, agent or employee of the CITY has financial interest directly or indirectly in this Contract or the compensation to be paid under it, and further, that no City employee who acts in the City of Plantation as a “purchasing agent” as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer director, or proprietor of the CONTRACTOR, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the CONTRACTOR.

- C. The CONTRACTOR and OWNER designate the following persons who shall receive notices pursuant to the Contract Documents:

For the OWNER: The Honorable Diane Veltri Bendekovic, Mayor
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

With copy to: [Brett Butler, PE, City Engineer]
City of Plantation
[401 NW 70 Terrace]
Plantation, Florida 33317

&

With copy to City Clerk
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

For the ENGINEER [Enter Name of Engineer]
Project Manager
[Enter Name of Firm]
[Enter Address of Firm]
[Enter City, State, Zip of Firm]

For the CONTRACTOR: [Enter business name of Contractor]
[Enter address of Contactor]
[Enter City, State, Zip of Contractor]
[Enter name of representative of Contactor]

All notices and other communications required or permitted under this Agreement shall be in writing and given by:

hand delivery;

registered or certified mail, return receipt requested;

overnight courier; or

facsimile to:

or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

on the date delivered if by personal delivery or overnight courier;

on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and

on the date of transmission with confirmed answer back if by fax.

Section 21 in the event of conflict between this Agreement and terms and conditions in [ITB 038-16], the terms of this Agreement shall control.

IN WITNESS WHEREOF, THE CITY OF PLANTATION AND [ENTER CONTRACTOR'S LEGAL BUSINESS NAME] have signed this AGREEMENT(S). One counterpart each has been delivered to the CITY and CONTRACTOR

Signed, sealed and delivered in the presence of:

Attest: _____
_____, City Clerk

Witness:

Typed Name of Witness

Witness:

Typed Name of Witness

Witness:

Typed Name of Witness

CITY OF PLANTATION

By: _____
Diane Veltri Bendekovic, Mayor

As to legal form: _____
Donald J. Lunny Jr.
City Attorney

As to Scope: _____
Administration Department

As to Contract Insurance Requirements:

_____ Department

As to Procurement Requirements:

_____ Department

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this ____ of _____,
201[] by _____, Mayor and _____, City Clerk of the
City of Plantation, Florida, who are personally known to me or who has produced
_____ (type of identification) as identification and
did (did not) take an oath.

WITNESS my hand and official seal this _____ day of _____, 201[].

My commission expires: _____
My commission number is: _____

Printed Name of Notary

(Notary Seal)

Signed, Sealed in the presence of:

Witness:

Name of Contractor

Typed Name of Witness

By: _____
Signature by Authorized Agent

Witness:

Print Name of Authorized Agent

Typed Name of Witness

Title

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this ____ of _____,
201[] by _____, _____, (Title)
of _____, who are personally known to me or who has
produced _____ (type of identification) as
identification and did (did not) take an oath.

WITNESS my hand and official seal this _____ day of _____, 201[].

Printed Name of Notary

My commission expires:
My commission number is:

(Notary seal)

[53]9001-14001

PUBLIC CONSTRUCTION BOND

1. Within **FIFTEEN (15)** Calendar Days after executing this Contract and in any event prior to commencing Work, whichever is earlier, the CONTRACTOR shall furnish to OWNER a Bond or Bonds *in form similar to that provided herein* and acceptable to the OWNER written by a corporate surety, having a resident agent in the State of Florida and having a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570, as may be amended from time to time. The penal amount of the bond shall be no less than the Contract Sum, as adjusted by changes or amendments.
2. Pursuant to the requirements of §255.05(1)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid Bond or Bonds in the public records of Broward County, with the CONTRACTOR to pay all recording costs. The Bond or Bonds shall be recorded prior to the time the CONTRACTOR commences Work, and a certified copy of the Bond showing the recording reference (i.e., the Official Record Book and Page at which the document is recorded) shall be delivered to the CITY REPRESENTATIVE, Mayor, and the Chief Administrative Officer.
3. Such Bond shall continue in effect for the full penal sum until **ONE (1)** year after the date of Final Completion of the Project, and provided there is no default of CONTRACTOR under the Contract Documents.
4. If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within **THIRTY (30)** days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.
5. Such bond shall conform to all the requirements of §255.05, Florida Statutes, including that such bond shall specifically include a requirement that the surety pay the OWNER (all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that OWNER sustains because of a default by Principal under the Contract (including, but not limited to all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the OWNER sustains as a result of Principal's delayed completion of the Contract (i.e. liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees requires by or given under the Contract, failure to provide accurate as-built drawings, breach of indemnification clauses in the Contract, failure to maintain continuously the insurance requirement required by the Contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property.

PUBLIC CONSTRUCTION BOND

Bond No. _____

BY THIS BOND, We, _____, having a principal street address of _____ (phone: _____), as Principal and _____, a corporation, having a principal street address of _____ (phone: _____), as Surety, are bound to THE CITY OF PLANTATION, FLORIDA, having a principal street address of 400 N.W. 73rd Avenue, Plantation, FL (phone: 954-797-2200), herein called Owner/Obligee, in the sum of \$ _____, for payment which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20____, between Principal Owner/Obligee pertaining to Development Services Building Roof Replacement ITB 038-16, City project # 17-02 (Project Name), for an improvement briefly described as Removal and replacement of existing roofing system on property having a street address of 401 NW 70 Terrace, such contract bearing Contract No. ITB 038-16, the contract being made apart of this bond by reference, at the times and in a manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in §255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal for the prosecution of the work provided for in the contract; and
3. Pays Owner/Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner/Obligee sustains because of a default by Principal under the contract (including, but not limited to, all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner/Obligee sustains as a result of Principal's delayed completion of the contract (i.e., liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees required by or given under the contract, failure to provide accurate as-built drawings, breach of the indemnification clauses in the contract, failure to maintain continuously the insurance requirement required by the contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Principal's allegation that its performance under the contract was prevented or frustrated by the owner/obligee or that the owner/obligee breached the contract, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation."

DATED ON: _____, 20____.

(Name of Principal)

By: _____
(As Attorney in Fact)

(Name of Surety)

**WAIVER OF RIGHT TO CLAIM
AGAINST THE PUBLIC CONSTRUCTION BOND
(PROGRESS PAYMENT)**

The undersigned, in consideration of the sum of \$ _____, hereby waives its right to claim against the Public Construction Bond for all labor, services, or materials furnished during the period of _____ 20__ to _____ 20__ [insert dates] to _____ [insert name of customer] on the job of the City of Plantation for improvements to the following described project:

[description of project]

DATED ON _____, 20__.

[Name of Claimant]

By: _____

State of Florida

County of _____

I hereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct.

Signature

Sworn and Subscribed before me this _____ day of _____, 20__.

NOTARY PUBLIC SIGNATURE & SEAL

[111]9001-14001

**WAIVER TO RIGHT TO CLAIM AGAINST
THE PAYMENT BOND (FINAL PAYMENT)**

The undersigned, in consideration of the final payment in the amount of \$_____, hereby waives its right to claim against the Public Construction Bond for labor, services, or materials furnished to _____ [insert name of customer] on the job of the City of Plantation, for improvements to the following described project:

[description of project]

DATED ON _____, 20__

[Name of Claimant]

By: _____

Final Receipt & Release
Project Name [Development Services Building Roof Replacement, City project 17-02]
Project No. [ITB 038-16]

Received this [] day of [] A.D., 201[] of [] as full and final payment of the cost of all improvements provided for in the contract for

[Development Services Building Roof Replacement]

the sum of [] Dollars and [] Cents, \$ [] in cash, being the full amount accruing to the undersigned by the virtue of said Contract, said cash covering and including full payment for all performance (including, but not limited to, labor, work, supplies, equipment, and material furnished by the undersigned in the construction of said improvements, all extras, and all incidentals thereto), and the undersigned hereby releases the City of Plantation from all claims whatsoever arising out of or in connection with said Contract and performance.

These presents are to certify that all persons doing work upon or furnishing labor, materials, equipment, or supplies for the said improvements under the foregoing Contract have been paid in full.

The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

I, hereby certify that I am an authorized representative and I am authorized to bind [name of entity signing receipt].

[Print name]

[Print title]

[43]9001-14001

GENERAL CONDITIONS

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ARTICLE 1 DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.1 Addenda: Written or graphic instruments issued prior to the opening of Bid/Proposals which clarify, correct or change the Bid/Proposal Requirements or the Contract Documents.
- 1.2 Agreement: The written contract between Owner and Contractor covering the Work to be performed, and other Contract Documents that are attached to the Agreement or expressly made a part thereof as provided herein.
- 1.3 Application for Payment: The form accepted by INDEPENDENT PROFESSIONAL which is to be used by Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 1.4 Asbestos: Any material that contains more than one percent (1%) asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 1.5 Bid/Proposal: The offer or proposal of the Respondent submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.6 Bid/Proposal Documents: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, the Bid/Proposal Form, all other documents and forms provided by the City, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bid/Proposals).
- 1.7 Bid/Proposal Requirements: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, and the Bid/Proposal Form.
- 1.8 Bonds: The Public Construction Bond meeting the requirements of this Contract, or the Performance and Payment Bonds and other instruments of security which are approved by the City Attorney.
- 1.9 Calendar Day: Everyday shown on the calendar. The word "day" shall be mean "calendar day" unless it is preceded by the word "working" or "work".
- 1.10 Change Order: A document recommended by INDEPENDENT PROFESSIONAL, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. One or more Change Order that cumulatively exceed \$25,000 must be presented to the City Council for consideration and approval. One or more Change Order that cumulatively are less than \$25,000 shall require only administrative consideration and approval. All Change Orders must be signed by the Mayor or the Chief Administrative Officer in order to be effective. Change Orders authorizing emergency work requested by Owner shall not need prior consideration or approval by the City Council in order to be effective; however, these Change Orders shall count towards the \$25,000 threshold amount.

- 1.11 City Legal Holiday: The following are holidays recognized annually by the City of Plantation Council as legal holidays and will be used in all Contract Documents as the only recognized holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Yom Kippur
Veteran's Day
Thanksgiving Day
The Day following Thanksgiving Day
Christmas Day

- 1.12 INDEPENDENT PROFESSIONAL: The person, firm or corporation named as such in the Agreement (herein and throughout the General Conditions, "INDEPENDENT PROFESSIONAL"). Depending upon the Project, the INDEPENDENT PROFESSIONAL may be an appropriately licensed City employee or may be an appropriately licensed consultant. The INDEPENDENT PROFESSIONAL for this Project shall be _____ [name of person or firm acting as INDEPENDENT PROFESSIONAL, if blank the name of the INDEPENDENT PROFESSIONAL will be provided prior to issuance of the first Notice to Proceed].
- 1.13 INDEPENDENT PROFESSIONAL'S Consultant: A person, firm or corporation having a contract to furnish services an independent professional associate or consultant with respect to the Project. The INDEPENDENT PROFESSIONAL'S Consultant is _____ [name of INDEPENDENT PROFESSIONAL'S, if blank the name of the INDEPENDENT PROFESSIONAL'S Consultant will be provided prior to issuance of first Notice to Proceed].
- 1.14 Claims and Disputes: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the OWNER and CONTRACTOR arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.
- 1.15 Compensable Delay: Delay beyond the control and without the fault or negligence of the CONTRACTOR resulting from OWNER caused changes in the Work or suspensions of the Work by OWNER, which is only compensable if expressly provided for elsewhere in the Contract Documents.
- 1.16 Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid/Proposal (including documentation accompanying the Bid/Proposal and any post Bid/Proposal documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, Supplementary Conditions if any, the Specifications and the Drawings as the same are more specifically identified in the Agreement, the Instructions to Respondents, together with all Written Amendments, Change

Orders, Work Change Directives, Field Orders and INDEPENDENT PROFESSIONAL'S written interpretations and clarifications issued pursuant to paragraphs 3.5., 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 5.26 and 5.27 and the reports and drawings referred to in paragraphs 4.2 are not Contract Documents.

- 1.17 Contract Price: The monies payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 10.9.1 in the case of Unit Price Work).
- 1.18 Contract Times: The number of calendar days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by INDEPENDENT PROFESSIONAL'S written recommendation of final payment in accordance with paragraph 13.13.
- 1.19 CONTRACTOR: The person, firm or corporation with whom Owner has entered into the Agreement (herein and throughout the General Conditions, "CONTRACTOR").
- 1.20 Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment (unless responsibility for the protection thereof has been expressly assumed in writing by Owner at Substantial Completion in accordance with paragraph 13.8 or 13.10).
- 1.21 Drawings: The drawings which show the scope, extent and character of the Work to be furnished and performed by Contractor and which have been prepared or approved by INDEPENDENT PROFESSIONAL and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.
- 1.22 Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 1.23 Excusable Delay: Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of intervenors, acts of government other than the OWNER, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes (not induced by drilling operations). Labor disputes of CONTRACTOR'S or SUBCONTRACTOR'S or SUPPLIER'S labor forces, and average rainfall shall give rise only to inexcusable delays.
- 1.24 Field Order: A written order issued by INDEPENDENT PROFESSIONAL which orders minor changes in the Work in accordance with paragraph 8.5 but which does not involve, nor is intended to involve, a change in the Contract Price or Contract Times.
- 1.25 FINAL COMPLETION (ACCEPTANCE): The OWNER'S written acceptance of the Work or when the punch list is completed, whichever is later.

- 1.26 Float or Slack Time: The time available in the progress schedule during which an unexpected activity can be completed without delaying Substantial Completion or Final Completion of the Work.
- 1.27 General Requirements: All sections of the Specifications and drawings.
- 1.28 Hazardous Waste: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 1.29 Inexcusable Delay: Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, or (ii) by weather conditions (other than hurricanes and tornadoes) or labor disputes, and all other matters which are not deemed subject to "excusable delay".
- 1.30 Initiation of Operation: The time after Substantial Completion when the OWNER initiates use of the entire Work, or portion of the Work, for the purposes for which it was planned, designed and built, thus commencing the one-year warranty and correction period for that portion of the Work where Initiation of Operation was issued.
- 1.31 Laws and Regulations: Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies authorities and courts having jurisdiction.
- 1.32 Liens: Liens, charges, security interests or encumbrances upon real property or personal property.
- 1.33 Milestone: A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 1.34 Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time.
- 1.35 Notice of Award: The written notice by Owner to the apparent successful Respondent stating that upon compliance by the apparent successful Respondent with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
- 1.36 Notice to Proceed: A written notice given by Owner to Contractor (with a copy to INDEPENDENT PROFESSIONAL) fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.
- 1.37 OWNER: The City of Plantation, a Florida municipal corporation (herein and throughout the Contract Documents, "OWNER" also referred to as "CITY").
- 1.38 Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, which use is formally accepted and authorized by the parties in writing.
- 1.39 PCBs: Polychlorinated biphenyls

- 1.40 Petroleum: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
- 1.41 Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.
- 1.42 Pre-operational Testing: All field inspections, installation checks, performance tests, and necessary corrections required of CONTRACTOR to demonstrate that individual components of the Work have been properly completed and do operate in accordance with their intended purposes.
- 1.43 Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other contractors and by the OWNER'S own forces including persons or entities under separate contracts which may or may not be administered by the INDEPENDENT PROFESSIONAL.
- 1.44 Radioactive Material: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 1.45 Resident Project Representative: The authorized representative of INDEPENDENT PROFESSIONAL who may be assigned to the site or any part thereof.
- 1.46 Respondent: Respondent shall also mean proposer and bidder as applicable to the procurement method utilized by the Owner.
- 1.47 Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- 1.48 Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- 1.49 Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.50 Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site (herein and throughout the General Conditions, "SUBCONTRACTOR").
- 1.51 Substantial Completion: That date, as certified in writing by the INDEPENDENT PROFESSIONAL and as finally determined by the OWNER in its sole discretion, the Work, or portion thereof, is at a level of completion in substantial compliance with Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the OWNER or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy must be issued for Substantial Completion to be achieved,

however, the issuance of a Certificate of Occupancy or the date thereof is not to be determinative of the achievement or date of Substantial Completion.

- 1.52 Supplementary Conditions: The part of the Contract Documents, which amends or supplements these General Conditions.
- 1.53 Supplier: A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
- 1.54 Underground Facilities: All pipelines, conduits ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
- 1.55 Unit Price Work: Work to be paid for on the basis of unit prices.
- 1.56 Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.
- 1.57 Work Change Directive: A written directive to Contractor, issued on or after the Effective Date of the Agreement and signed by Owner and recommended by INDEPENDENT PROFESSIONAL, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 5.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 9.6. Work Change Directives must be signed by the Mayor or the Chief Administrative Officer in order to be effective.
- 1.58 Working Day: A Calendar day, exclusive of Sundays and OWNER declared city legal holidays, on which weather and other conditions not under the control of the CONTRACTOR, will permit construction operations to proceed for the major part of the day on the principal item or items of work which would normally be in progress at that time. Working Days may include additional calendar days if permitted pursuant to Section 5.5 of the General Conditions.
- 1.59 Written Amendment: A written amendment of the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement. A Written Amendment must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

ARTICLE 2 PRELIMINARY MATTERS

2.1 Delivery of Bonds

When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required by the OWNER.

2.2 Copies of Documents

OWNER shall furnish to CONTRACTOR three copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Times; Notice to Proceed

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement, and shall not specify a time of commencement later than sixty (60) days after the Effective Date of the Agreement.

2.4 Starting the Work

CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

2.5 Before Starting Construction

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to INDEPENDENT PROFESSIONAL any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from INDEPENDENT PROFESSIONAL before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or INDEPENDENT PROFESSIONAL for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.6 Preliminary Reports and Schedules

Within ten (10) working days or fifteen (15) calendar days after the Effective Date of the Agreement, whichever is later, CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review:

- 2.6.1 A preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
- 2.6.2 A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;
- 2.6.3 A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.7 Certificates of Insurance

Before any Work at the site is started, CONTRACTOR and OWNER shall deliver to the other, with copies to each additional insured, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with the Contract Documents.

2.8 Pre-construction Conference

Within twenty (20) calendar days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL, OWNER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.9 Initially Acceptable Schedules

Unless otherwise provided in the Contract Documents, at least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL and others as appropriate will be held to review for acceptability to INDEPENDENT PROFESSIONAL as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to INDEPENDENT PROFESSIONAL as provided below. The progress schedule must be acceptable to INDEPENDENT PROFESSIONAL as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on INDEPENDENT PROFESSIONAL responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR'S full responsibility therefor. CONTRACTOR'S schedule of Shop Drawing and Sample submissions must be acceptable to INDEPENDENT PROFESSIONAL as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR'S schedule of values must be acceptable to INDEPENDENT PROFESSIONAL as to form and substance so as to balance the performance of the Work with the progression of payment therefore and prevent a disparity between such performance and payments.

2.10 Contract Document Signing

The OWNER and CONTRACTOR as provided in the Agreement shall sign the Contract Documents. If either the OWNER or CONTRACTOR or both do not sign the entire Contract Document, the INDEPENDENT PROFESSIONAL shall identify such unsigned Documents, and have the party execute the same.

ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Entire Agreement

The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida. If any portion of the Contract Documents is or appears to be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: the

"Agreement (Contract)", as amended from time to time; Supplementary Conditions (if any); General Conditions; Supplemental Instructions to Respondents; Instructions to Respondents; the Specifications; the Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the sealed measurements, the figure shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern.

3.2 Intent

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by INDEPENDENT PROFESSIONAL as provided hereafter.

3.3 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:

3.3.1 Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bid/Proposals (or, on the Effective Date of the Agreement if there were no Bid/Proposals), except as may be otherwise specifically stated in the Contract Documents.

3.3.2 If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents, or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 5.5, CONTRACTOR shall report it to INDEPENDENT PROFESSIONAL in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 5.23) until an amendment or supplement to the Contract Document has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided, however, that CONTRACTOR shall not be liable to OWNER or INDEPENDENT PROFESSIONAL for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

3.3.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.3.1 The provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2 The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.3.4 No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or INDEPENDENT

PROFESSIONAL, or any of their SUBCONTRACTORS, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL'S Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 8.13 or any other provision of the Contract Documents.

3.4 Contract Document Terms

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of INDEPENDENT PROFESSIONAL as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to INDEPENDENT PROFESSIONAL any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.13 or any other provision of the Contract Documents.

3.5 Amending and Supplementing Contract Documents

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- 3.5.1 A formal Written Amendment,
- 3.5.2 A Change Order (pursuant to paragraph 9.4), or
- 3.5.3 A Work Change Directive (pursuant to paragraph 9.1).

3.6 Contract Documents Supplements

In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- 3.6.1 A Field Order (pursuant to paragraph 8.5),
- 3.6.2 INDEPENDENT PROFESSIONAL'S approval of a Shop Drawing or sample (pursuant to paragraphs 5.26 and 5.27), or
- 3.6.3 INDEPENDENT PROFESSIONAL'S written interpretation or clarification (pursuant to paragraph 8.4).

3.7 Reuse of Documents

CONTRACTOR and any SUBCONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant, and (ii) shall not reuse any of Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and INDEPENDENT PROFESSIONAL and specific written verification or adoption by INDEPENDENT PROFESSIONAL.

3.8 Division of Work

Organization of the Specifications into divisions, sections, and articles, and arrangement of Drawing shall not control the CONTRACTOR in dividing the Work among SUBCONTRACTORS or in establishing the extent of Work to be performed by any trade.

ARTICLE 4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Land

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER'S interest therein as necessary. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER'S furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment, or construction operations.

4.2 Subsurface and Physical Conditions

4.2.1 Reports and Drawings:

- 4.2.1.1 Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. The following reports of explorations and tests of subsurface conditions at or contiguous to the site have been utilized by the INDEPENDENT PROFESSIONAL [List ☐ if none, write "None"]

;and

- 4.2.1.2 Physical Conditions: Those drawings of physical conditions in or relating to existing surface or sub- surface structures at or contiguous to the site (except Underground Facilities) that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. 4.2.1.2 The following drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) have been utilized by the INDEPENDENT PROFESSIONAL [List ☐ if none, write "None"]:

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- 4.2.2 Limited Reliance by CONTRACTOR Authorized; Technical Data: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. The following is the "Technical Data" in the information identified in Section 4.2.1.1 or 4.2.1.2 which the CONTRACTOR may limitedly rely upon as set forth in this Section 4.2 [List the Technical Data for CONTRACTOR'S reliance or write "None"]:
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Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL'S Consultants with respect to:

- 4.2.2.1 The completeness of such reports and drawings for CONTRACTOR'S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or
- 4.2.2.2 Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or
- 4.2.2.3 Any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.
- 4.2.3 Notice of Differing Subsurface or Physical Conditions: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site (except Underground Facilities) that is uncovered or revealed either:
- 4.2.3.1 Is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or
- 4.2.3.2 Differs materially and substantially from that shown or indicated in the Contract Documents, or
- 4.2.3.3 Is of an unusual nature, and differs materially and substantially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then

CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 5.23), notify OWNER and INDEPENDENT PROFESSIONAL in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- 4.2.4 INDEPENDENT PROFESSIONAL'S Review: INDEPENDENT PROFESSIONAL will promptly review the pertinent conditions, determine the necessity of OWNER'S obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of INDEPENDENT PROFESSIONAL'S findings and conclusions.
- 4.2.5 Possible Contract Documents Change: If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of

the categories in paragraph 4.2.3, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

- 4.2.6 Possible Price and Times Adjustments: An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes a material and substantial increase or decrease in CONTRACTOR'S cost of, or time required for performance of, the Work; subject, however, to the following:
- 4.2.6.1 Such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.3, inclusive;
 - 4.2.6.2 A change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;
 - 4.2.6.3 With respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 8.10 and 10.9; and
 - 4.2.6.4 CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;
 - 4.2.6.4.1 CONTRACTOR knew of the existence of such conditions or with the exercise of reasonable care should have known at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid/Proposal or becoming bound under a negotiated contract; or
 - 4.2.6.4.2 The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas allowed by the Bid/Proposal Requirements (e.g. the Instructions to Respondents) or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR'S making such final commitment; or
 - 4.2.6.4.3 CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

- 4.2.7 No claim of the CONTRACTOR under this *Paragraph* of the General Conditions shall be allowed unless 1) CONTRACTOR has given the notice required in *Paragraph 4.2.3*, and 2) within **THIRTY (30)** days after CONTRACTOR has given the written notice, CONTRACTOR submits to OWNER a detailed claim setting forth CONTRACTOR'S right to recover any additional costs and lost time as provided in Articles 10 and 11 of the General Conditions.

4.3 Physical Conditions - Underground Facilities:

- 4.3.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or INDEPENDENT PROFESSIONAL by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in Supplementary Conditions:
- 4.3.1.1 OWNER and INDEPENDENT PROFESSIONAL shall not be responsible for the accuracy or completeness of any such information or data; and,
 - 4.3.1.2 The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii)

coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 5.20 and repairing any damage thereto resulting from the Work.

- 4.3.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 5.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and INDEPENDENT PROFESSIONAL. INDEPENDENT PROFESSIONAL will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 9 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 5.20. CONTRACTOR shall be allowed an extension of the Contract Times to the extent that it is attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on the length of any such adjustment in Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.4 Reference Points

OWNER shall provide INDEPENDENT PROFESSIONAL surveys to establish reference points for construction, which in INDEPENDENT PROFESSIONAL'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to INDEPENDENT PROFESSIONAL'S whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement of relocation of such reference points by professionally qualified personnel.

4.5 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material

- 4.5.1 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, SUBCONTRACTOR, Suppliers or anyone else for which CONTRACTOR is responsible.
- 4.5.2 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 5.23), and (ii) notify OWNER and INDEPENDENT PROFESSIONAL (and thereafter confirm such notice in writing). OWNER shall promptly consult with INDEPENDENT PROFESSIONAL concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take

corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. CONTRACTOR shall be solely entitled to an extension of the Contract Times as a result of any uncovered or revealed asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 10 and 11.

- 4.5.3 If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 10 and 11. OWNER may have such deleted portion of the Work performed by OWNER'S own forces or others in accordance with Article 6.
- 4.5.4 The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

ARTICLE 5 CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision and Superintendence

CONTRACTOR shall supervise, inspect, conduct, and direct the Work competently and efficiently, and using CONTRACTOR'S best skill and attention, to perform the Work in accordance with Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents. CONTRACTOR shall not, however, be relieved of his duty to report in writing any conflicts, error, ambiguity, or discrepancy, which is discovered during performance of the Work, as otherwise required by the Contract Documents.

5.2 CONTRACTOR'S Superintendent

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and INDEPENDENT PROFESSIONAL by CONTRACTOR, except under extraordinary circumstances or as otherwise requested by OWNER. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

5.3 Labor, Materials and Equipment

CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit work during non-regular working hours or the performance of Work on Saturday, Sunday or any City legal holiday without OWNER'S written consent.

5.3.1 NORMAL WORK HOURS AND OVERTIME WORK HOURS

Maintenance work may be performed during hours other than regular working hours. Regular working hours shall not exceed TEN (10) hours per day, Monday through Saturday, commencing no earlier than 7:00 a.m. and ending no later than 8:00 p.m. Requests to work during other than regular working hours must be submitted to the OWNER (Administration Department) at least SEVENTY-TWO (72) hours in advance of the period proposed for such non-regular working hours and shall set forth the proposed schedule for overtime work to give OWNER (Administration Department) ample time to arrange for their personnel to be at the site of the Work. CONTRACTOR shall be responsible for the cost of the INDEPENDENT PROFESSIONAL'S Resident Project Representative, if one is assigned to the project, during periods of time that the CONTRACTOR is conducting overtime work.

5.3.2 HOURS OF NOISY BUSINESS OPERATIONS

The CONTRACTOR'S attention is directed to the fact that the noise generated by his construction equipment and operations must comply with all applicable Federal, State, and local environmental regulations including Section 16-2(2), City Code. The INDEPENDENT PROFESSIONAL may identify noise sensitive sites and require abatement measures be utilized.

5.4 Contractor's Responsibilities

Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.4.1 The CONTRACTOR shall furnish all water for testing, flushing and construction. It may be available by connecting to the OWNER'S water system at a point approved by the OWNER. The OWNER shall charge the CONTRACTOR for water used in performing the above functions in accordance with the OWNER'S established rate schedule. There shall be installed in each and every connection to the OWNER'S water supply a back-flow preventer meeting the requirements of ANSI A40.6, latest revision at each and every connection. CONTRACTOR shall be required to meter all water used.

5.5 Quality Materials, Equipment, etc.

All materials and equipment shall be of good quality and new. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier or manufacturer except as otherwise provided in the Contract Documents.

5.6 Progress Schedule

CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

5.6.1 CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

5.6.2 Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 11.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 11.

5.7 Substitutes and "Or-Equal" Items

5.7.1 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that "no like", equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment, or material or equipment of other Suppliers may be accepted by INDEPENDENT PROFESSIONAL under the following circumstances:

5.7.1.1 "Or-Equal": If in INDEPENDENT PROFESSIONAL'S sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by INDEPENDENT PROFESSIONAL as an "or equal" item, in which case review and approval of the proposed item may, in INDEPENDENT PROFESSIONAL'S sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

5.7.1.2 Substitute Items: If in INDEPENDENT PROFESSIONAL'S sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or equal" item under subparagraph 5.7.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow INDEPENDENT PROFESSIONAL to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the INDEPENDENT PROFESSIONAL will include the following as supplemented in the General Requirements or as INDEPENDENT PROFESSIONAL may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by INDEPENDENT PROFESSIONAL from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to INDEPENDENT PROFESSIONAL for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results

called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from reviews, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by INDEPENDENT PROFESSIONAL in evaluating the proposed substitute. INDEPENDENT PROFESSIONAL may require CONTRACTOR to furnish additional data about the proposed substitute. In rendering a decision, OWNER, INDEPENDENT PROFESSIONAL and CONTRACTOR shall utilize any available float time in the schedule. In the event that substitute materials or equipment are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall benefit the OWNER and an appropriate Change Order shall be executed.

5.7.1.3 CONTRACTOR'S Expense: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR'S expense.

5.7.2 Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to INDEPENDENT PROFESSIONAL. CONTRACTOR shall submit sufficient information to allow INDEPENDENT PROFESSIONAL, in INDEPENDENT PROFESSIONAL'S sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by INDEPENDENT PROFESSIONAL will be similar to that provided in subparagraph 5.7.1.2.

5.7.3 INDEPENDENT PROFESSIONAL'S Evaluation: INDEPENDENT PROFESSIONAL will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 5.7.1.2 and 5.7.2. INDEPENDENT PROFESSIONAL will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized without INDEPENDENT PROFESSIONAL'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. INDEPENDENT PROFESSIONAL will record time required by INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 5.7.1.2 and 5.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not INDEPENDENT PROFESSIONAL accepts a substitute item or "or equal" so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants for evaluating each such proposed substitute or "or equal" item and all costs resulting from any delays in the Work while the substitute or "or equal" was undergoing reviews. In addition any OWNER

expenses pertaining to the above-referenced items shall be reimbursed by CONTRACTOR. (e.g., legal expenses of any Contract Document revisions).

- 5.7.4 Equipment manufactures should have a record of satisfactory operation for a specified period of time or deposits to guarantee replacement equipment will be available and may be used in the event of equipment failure. Submission of a Bond or deposit shall be permitted instead of a specified experience period. The period of time for which the Bond or deposit is required should not exceed the experience period specified. No experience restriction will be permitted which unnecessarily reduces competition or innovation.

5.8 Concerning Subcontractors, Suppliers and Others

- 5.8.1 CONTRACTOR shall not employ any SUBCONTRACTOR, Supplier or other person or organization (including those acceptable to OWNER and INDEPENDENT PROFESSIONAL as indicated in paragraph 5.8.2) whether initially or as a substitute, against whom OWNER or INDEPENDENT PROFESSIONAL may have reasonable objection. CONTRACTOR shall not be required to employ any SUBCONTRACTOR, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

A SUBCONTRACTOR or other person or organization identified in the CONTRACTOR'S Bid/Proposal and not objected to in writing by OWNER or INDEPENDENT PROFESSIONAL prior to the execution of the Agreement will be deemed acceptable to OWNER and INDEPENDENT PROFESSIONAL. All other SUBCONTRACTORS and persons shall be deemed to have been accepted if OWNER or INDEPENDENT PROFESSIONAL deliver no written objection thereto within **FORTY-FIVE (45)** Calendar Days after CONTRACTOR'S written identification of such SUBCONTRACTORS. However, if OWNER or INDEPENDENT PROFESSIONAL, before or after acceptance of a SUBCONTRACTOR, has reasonable objection to any SUBCONTRACTOR or other person whether identified in the Bid/Proposal or subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change on Contract Price. If OWNER or INDEPENDENT PROFESSIONAL demands the substitution of a SUBCONTRACTOR at any time without having reasonable objection to such SUBCONTRACTOR or other person, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change Order) for the difference in cost occasioned by such substitution. After acceptance by the OWNER or INDEPENDENT PROFESSIONAL of any particular SUBCONTRACTOR or other person, the CONTRACTOR shall not make any substitution without written approval of the OWNER, which request shall not be unreasonably withheld. No acceptance by OWNER or INDEPENDENT PROFESSIONAL of any such SUBCONTRACTOR, Supplier or other person or organization shall constitute a waiver of any right of OWNER or INDEPENDENT PROFESSIONAL to reject defective Work.

- 5.8.2 The CONTRACTOR shall identify the name and address of the person, firm, or business entity performing or supplying the following portions of the Work if CONTRACTOR intends to use SUBCONTRACTORS for such Work:

[List major portions of Work or critical aspects of Work where OWNER wishes a mandatory disclosure of SUBCONTRACTORS here]

5.9 Contractor's Responsibility for Payment to Subcontractors, etc.

- 5.9.1 CONTRACTOR shall be fully responsible to OWNER and INDEPENDENT PROFESSIONAL for all acts and omissions of the SUBCONTRACTORS, Suppliers and other persons and organizations

performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such SUBCONTRACTOR, Supplier or other person or organization any contractual relationship between OWNER or INDEPENDENT PROFESSIONAL and any such SUBCONTRACTOR, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or INDEPENDENT PROFESSIONAL to pay or to see to the payment of any moneys due any such SUBCONTRACTOR, Supplier or other person or organization.

- 5.9.2 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all SUBCONTRACTORS, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the INDEPENDENT PROFESSIONAL through CONTRACTOR.

5.10 Subcontractor or Supplier Work Requirements and Responsibilities

The divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among SUBCONTRACTORS or Suppliers or delineating the Work to be performed by any specific trade.

5.11 Agreement between CONTRACTOR and SUBCONTRACTOR

All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and INDEPENDENT PROFESSIONAL.

5.12 Patent Fees and Royalties

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Document.

- 5.12.1 The following particular invention, design, process, product or device which is specified in the Contract Documents for use in the performance of the Work is to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL subject to intellectual property rights or use protections calling for the payment of any license fee or royalty to others:
-
-
-
-

[List all known here, or write "None" as may be applicable]

5.13 Permits

CONTRACTOR shall identify all governmental authorities and agencies having jurisdiction to approve the construction, and obtain all permits and approvals with such governmental authorities as have jurisdiction, and assist OWNER in consultations with appropriate governmental authorities and agencies in obtaining all required permits and approvals. Without limiting the foregoing, CONTRACTOR shall pay all fees, costs, and expenses in connection with the applications, processing, and securing approvals or permits from all governmental authorities which have jurisdiction over all aspects of this Work except City of Plantation permits and fees which shall be waived except for so much of said fees as the City is required to remit to other governmental agencies.

5.14 Laws and Regulations

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor INDEPENDENT PROFESSIONAL shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR'S obligations under paragraph 3.3.2.

5.15 Taxes

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

5.16 Use of Premises

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or by litigation. For any losses or claim arising out of the use of premises, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultant and anyone directly or indirectly employed by any of them pursuant to paragraph 5.31.

5.17 Clean Site Requirements

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work.

CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents. All debris removal and site cleanup and restoration is included in the Scope of Work (debris removal shall be effected by the City's franchised solid waste contractor).

5.18 Structure Safety

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger any structure, nor shall CONTRACTOR subject any part of the Work or adjacent property or improvements on adjacent property to stresses or pressures that will endanger any of them.

5.19 Record Documents

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 8.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to INDEPENDENT PROFESSIONAL for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to INDEPENDENT PROFESSIONAL for OWNER. "As-built" drawings and a survey will also be delivered to OWNER.

5.20 Safety and Protection

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- 5.20.1 all persons on the Work site or who may be affected by the Work;
- 5.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- 5.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 5.20.2 or 5.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR [except damage or loss attributable to inaccurate Technical Data described in Paragraph 4.2.2, or to the affirmative acts of OWNER or INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant (and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR'S duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and INDEPENDENT PROFESSIONAL has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 13.13 that the Work is acceptable (except as otherwise expressly provided in connection with Final Completion).

5.21 Safety Representative

CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

5.22 Hazard Communication Programs

CONTRACTOR shall be responsible for coordination any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among the parties or others at the work site in accordance with Laws or Regulations.

5.23 Emergencies

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or INDEPENDENT PROFESSIONAL, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give INDEPENDENT PROFESSIONAL prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If INDEPENDENT PROFESSIONAL determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

5.24 Shop Drawings and Samples

5.24.1 CONTRACTOR shall submit Shop Drawings to INDEPENDENT PROFESSIONAL for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as INDEPENDENT PROFESSIONAL may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show INDEPENDENT PROFESSIONAL the materials and equipment CONTRACTOR proposes to provide and to enable INDEPENDENT PROFESSIONAL to review the information for the limited purposes required by paragraph 5.26.

5.24.2 CONTRACTOR shall also submit Samples to INDEPENDENT PROFESSIONAL for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as INDEPENDENT PROFESSIONAL may require to enable INDEPENDENT PROFESSIONAL to review the submittal for the limited purposes required by paragraph 5.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

5.25 Submittal Procedures

5.25.1 Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

- 5.25.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,
- 5.25.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assemble and installation pertaining to the performance of the Work , and
- 5.25.1.3 all information relative to CONTRACTOR'S sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

5.25.2 Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S obligations under the Contract Documents with respect to CONTRACTOR'S review and approval of that submittal.

5.25.3 At the time of each submission, CONTRACTOR shall give INDEPENDENT PROFESSIONAL specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to INDEPENDENT PROFESSIONAL for review and approval of each such variation.

5.26 Shop Drawing Approvals

INDEPENDENT PROFESSIONAL will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9. INDEPENDENT PROFESSIONAL'S review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL'S review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by INDEPENDENT PROFESSIONAL, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by INDEPENDENT PROFESSIONAL on previous submittals.

5.27 CONTRACTOR'S Shop Drawings Responsibilities

INDEPENDENT PROFESSIONAL'S review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called INDEPENDENT PROFESSIONAL'S attention to each such variation at the time of submission as required by paragraph 5.25.3 and INDEPENDENT PROFESSIONAL has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by INDEPENDENT PROFESSIONAL relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 5.25.1.

5.28 CONTRACTOR'S Shop Drawings Expense

Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9, any related Work performed prior to INDEPENDENT PROFESSIONAL'S review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

5.29 Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 14.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

5.30 CONTRACTOR'S General Warranty and Guarantee

5.30.1 CONTRACTOR warrants and guarantees to OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants that all Work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by:

- 5.30.1.1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or
- 5.30.1.2 normal wear and tear under normal usage.

5.30.2 CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents:

- 5.30.2.1 observations by INDEPENDENT PROFESSIONAL;
- 5.30.2.2 recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL;
- 5.30.2.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;
- 5.30.2.4 use or occupancy of the Work or any part thereof by OWNER;
- 5.30.2.5 any acceptance by OWNER or any failure to do so;
- 5.30.2.6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to paragraph 13.13;
- 5.30.2.7 any inspection, test or approval by others; or
- 5.30.2.8 any correction of *defective* Work by OWNER

5.30.3 In addition to the warranty above that the Work will be in accordance with the Contract Documents and not defective, CONTRACTOR additionally guarantees that the Work shall remain free from defects in workmanship or materials for a period of ONE (1) year. This warranty is intended to supplement that provided in paragraphs 5.30 and 5.30.2 above. In the event of any claims under this express warranty, such claims will be presented according to the time periods specified by the applicable Florida Statute of Limitations.

5.30.4 CONTRACTOR acknowledges that the express warranties in the Contract Documents are not the sole warranties applicable to the Work, and in particular, states that all implied warranties pursuant to law are applicable including, but not limited to, implied warranties of merchantability and fitness for a particular purpose which will be applicable.

5.31 Indemnification

5.31.1 CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER'S Consultants, and its elected and appointed officers, the officers, directors, employees, agents and other consultants of each of them, from and against any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

5.31.2 CONTRACTOR agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for

the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

- 5.31.3** This indemnity includes but is not limited to claims attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the Work itself, and including the loss of use resulting therefrom.
- 5.31.4** Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONTRACTOR from the OWNER that such amount is due, be made by CONTRACTOR prior to the OWNER being required to pay same, or in the alternative, the OWNER, at the OWNER'S option, may make payment of an amount so due and CONTRACTOR shall promptly reimburse the OWNER for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the date of receipt by CONTRACTOR of written notice from the OWNER that such payment is due. CONTRACTOR agrees, at CONTRACTOR'S expense, after written notice from the OWNER, to defend any action against the OWNER that falls within the scope of this indemnity, or the OWNER, at the OWNER'S option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written notices from the OWNER, fails to make any payment due hereunder to the OWNER, CONTRACTOR shall pay any reasonable attorney's fees or costs incurred by the OWNER in securing any such payment from CONTRACTOR.

5.32 *Claims against OWNER or INDEPENDENT PROFESSIONAL*

In any and all claims against OWNER or INDEPENDENT PROFESSIONAL or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 5.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

Notwithstanding the foregoing, any claim should be made by written notice by Contractor to the CITY REPRESENTATIVE and INDEPENDENT PROFESSIONAL within five (5) calendar days of commencement of the event giving rise to the claim. Thereafter, within twenty (20) calendar days of the termination of the event, written notice of extent of claim with supporting documentation must be notarized and submitted. All claims for changes to contract time and price shall be waived if not submitted in strict accordance with requirements of this Section.

5.32.1 False Claims

The Contractor must submit the Schedule of Values, as a condition precedent to submitting a claim against the City. The Schedule of Values shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the response, in anticipation of the response submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the City, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the City. It is

expressly and specifically agreed that any and all claims shall be waived if not submitted in strict accordance with the requirements of this section.

5.32.2 No Damages for Delay

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against CITY by reason of any delays except as provided herein. CONTRACTOR shall not be entitled to an increase in the Contract Price 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 or hindrance 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 actual delays due solely to fraud, bad faith or active interference on the part of CITY or the INDEPENDENT PROFESSIONAL. 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 the extent specifically provided above.

5.33 Indemnification Limitation

The indemnification obligation of CONTRACTOR under paragraph 5.31 shall not extend to the liability of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

5.34 Survival of Obligations

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

5.35 CONTRACTOR'S Representations

CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, the Work, the locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies, as it deems necessary for the performance of the Work at the Contract price, within the Contract time, and in accordance with other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

ARTICLE 6 OTHER WORK

6.1 Related Work at Site

OWNER may perform other work related to the Project at the site by OWNER'S own forces, or let other direct contracts therefor which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim within fifteen (15) calendar days of the written

notice. The CONTRACTOR'S claim is limited only to an extension of Contract time and may only be made if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent therefor.

6.2 Utility Rights and Access

CONTRACTOR shall afford each other CONTRACTOR who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of INDEPENDENT PROFESSIONAL and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

6.3 Contractor's Inspection of Other's Work

If the proper execution or results of any part of CONTRACTOR'S Work depends upon work performed by others under this Article 6, CONTRACTOR shall inspect such other work and promptly report to INDEPENDENT PROFESSIONAL in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR'S Work. CONTRACTOR'S failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in such other work.

6.4 Coordination

If OWNER contracts with others for the performance of other work on the Project at the site, the following will be supplied to the CONTRACTOR:

- 6.4.1 The person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;
- 6.4.2 The specific matters to be covered by such authority and responsibility will be itemized; and
- 6.4.3 The extent of such authority and responsibilities will be provided.

Unless otherwise provided in Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

6.5 Street and Right of Way Repairs before Resurfacing

The OWNER'S Public Works Department prior to any resurfacing by the CONTRACTOR shall repair streets and shoulders. The CONTRACTOR shall coordinate with the OWNER'S Public Works Department for the repair of pot-holed or damaged pavement prior to resurfacing. The CONTRACTOR shall notify the OWNER'S Public Works Department approximately **SEVENTY-TWO (72)** hours in advance of any required repairs. CONTRACTOR shall be billed for the cost of these repairs.

6.6 Utility Structures

The CONTRACTOR shall coordinate the adjustment of any structures with the appropriate utility company except the OWNER'S Utilities Department. The CONTRACTOR shall be responsible to abide by the OWNER'S specifications to adjust the OWNER'S manholes and valve boxes.

6.7 Utilities Which may be Covered by Paving (If Applicable)

In the event a structure is overlooked for adjustment by a utility company prior to the daily scheduled asphalt application (if applicable), the CONTRACTOR shall apply the asphaltic concrete leveling course or wearing course over the existing structure which were not adjusted so as to provide a smooth level surface. It will be the CONTRACTOR'S responsibility to mark the overlooked locations that were covered with new asphalt with a painted red "X". The appropriate utility company, where necessary, will make the final adjustment, after the resurfacing has been completed.

The CONTRACTOR shall notify the INDEPENDENT PROFESSIONAL and the appropriate utility company of the above locations in writing.

6.8 Owner's Right to Clean Up

If a dispute arises among the CONTRACTOR, other subcontractors and the OWNER as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the OWNER may clean up and allocate its costs among those responsible as the Construction Manager, in consultation with the INDEPENDENT PROFESSIONAL, determine to be just.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 INDEPENDENT PROFESSIONAL as Liaison between Owner and Contractor

Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through INDEPENDENT PROFESSIONAL.

7.2 INDEPENDENT PROFESSIONAL Substitution

In case of termination of the employment of INDEPENDENT PROFESSIONAL, OWNER shall appoint a INDEPENDENT PROFESSIONAL against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former INDEPENDENT PROFESSIONAL.

7.3 Owner Provided Information and Payment

OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 13.4 and 13.13.

7.4 Land and Easement Provisions

OWNER'S duties in respect of providing lands and easements and providing INDEPENDENT PROFESSIONAL surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents.

7.5 Owner Liability and Property Insurance Responsibilities

7.5.1 OWNER is not required to purchase or maintain insurance and in the event the OWNER does not elect to purchase any insurance, such election shall not prejudice the OWNER in attempting to

collect any damages which may be appropriate from any responsible party which would have otherwise been subject to such insurance nor will such election not affect OWNER'S rights in the insurance purchased by CONTRACTOR.

- 7.5.2 OWNER typically maintains property insurance with a deductible amount of self-insured retention of \$100,000 on existing buildings only and not any portion of the Work in order to protect the interests of CONTRACTOR, SUBCONTRACTORS, INDEPENDENT PROFESSIONAL or others in the Work. The risk of loss within the deductible amount will be borne by CONTRACTOR if it, its SUBCONTRACTOR, or someone else for whom it is responsible causes any such loss. If any of these parties wish to purchase and maintain such insurance for this deductible amount, it will be at the purchaser's own expense. Owner is not required to maintain this coverage and Contractor should verify OWNER'S coverages prior to commencing work.
- 7.5.3 OWNER specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of §768.28, Florida Statutes.
- 7.5.4 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided by OWNER, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not OWNER has procured such other insurance.
- 7.5.5 If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with this Contract on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within TEN (10) days after receipt of the certificates or other evidence requested. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If Contractor does not purchase or maintain all of the Bonds and insurance required by the Contract Documents, Contractor shall notify the OWNER in writing of such failure to purchase within a reasonable time and prior to commencement of work, if possible. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or insurance to protect the intended insurable interests at the expense of the Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.
- 7.5.6 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all Work, such use or occupancy may be accomplished in accordance with Paragraph 14.10; provided that no such use or, occupancy shall commence before insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.
- 7.5.7 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and OWNER, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR thereupon cease and terminate.

7.6 Change Orders

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

7.7 Inspections

OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 12.4.

7.8 Work Termination or Suspension

In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 12.10 and 14.1. Paragraph 14.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

7.9 Control Over Work

The OWNER shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR'S means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

7.10 Asbestos, PCBs, Hazardous Waste, etc.

OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

7.11 Financial Arrangements

If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER'S obligations under the Contract Documents, OWNER'S responsibility in respect thereof will be as set forth in Supplementary Conditions.

ARTICLE 8 INDEPENDENT PROFESSIONAL'S STATUS DURING CONSTRUCTION

8.1 Owner's Representative

INDEPENDENT PROFESSIONAL will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of INDEPENDENT PROFESSIONAL as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and INDEPENDENT PROFESSIONAL.

8.2 Visits to Site

INDEPENDENT PROFESSIONAL will make visits to the site at intervals appropriate to the various stages of construction as INDEPENDENT PROFESSIONAL deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR'S executed Work. Based on information obtained during such visits and observations, INDEPENDENT PROFESSIONAL will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. INDEPENDENT PROFESSIONAL will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. INDEPENDENT PROFESSIONAL'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on site observations, INDEPENDENT PROFESSIONAL will keep OWNER informed of the progress of the Work and will endeavor to guard

OWNER against defective Work. INDEPENDENT PROFESSIONAL'S visits and on-site observations are subject to all the limitations on INDEPENDENT PROFESSIONAL'S authority and responsibility set forth in paragraph 8.13, and particularly, but without limitation, during or as a result of INDEPENDENT PROFESSIONAL'S on-site visits or observations of CONTRACTOR'S Work INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

8.3 Project Representative

If OWNER and INDEPENDENT PROFESSIONAL agree, INDEPENDENT PROFESSIONAL will furnish a Resident Project Representative to assist INDEPENDENT PROFESSIONAL in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 8.13. If OWNER designates another representative or agent to represent OWNER at the site who is not INDEPENDENT PROFESSIONAL'S Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be the same as the OWNER unless other provided for in Supplementary Conditions.

8.4 Clarifications and Interpretations

INDEPENDENT PROFESSIONAL will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as INDEPENDENT PROFESSIONAL may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or Article 11.

8.5 Authorized Variations in Work

INDEPENDENT PROFESSIONAL may authorize minor changes in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or 11.

8.6 Rejecting Defective Work

INDEPENDENT PROFESSIONAL will have authority to disapprove or reject Work which INDEPENDENT PROFESSIONAL believes to be defective, or that INDEPENDENT PROFESSIONAL believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL will also have authority to require special inspection or testing of the Work as provided in paragraph 12.9, whether or not the Work is fabricated, installed or completed.

8.7 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Shop Drawings and Samples

In connection with INDEPENDENT PROFESSIONAL'S authority as to Shop Drawings and Samples, see paragraphs 5.24 through 5.28 inclusive.

8.8 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Change Orders

In connection with INDEPENDENT PROFESSIONAL'S authority as to Change Orders, see Articles 9, 10 and 11.

8.9 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Payment

In connection with INDEPENDENT PROFESSIONAL'S authority as to Applications for Payment, see Article 13.

8.10 Determinations for Unit Prices

INDEPENDENT PROFESSIONAL will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of INDEPENDENT PROFESSIONAL on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal.

8.11 Decisions on Disputes

INDEPENDENT PROFESSIONAL will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to INDEPENDENT PROFESSIONAL in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to INDEPENDENT PROFESSIONAL and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to INDEPENDENT PROFESSIONAL and the other party within sixty (60) days after the start of such occurrence or event unless INDEPENDENT PROFESSIONAL allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to INDEPENDENT PROFESSIONAL and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless INDEPENDENT PROFESSIONAL allows additional time). INDEPENDENT PROFESSIONAL will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The INDEPENDENT PROFESSIONAL'S formal decision is entitled to a rebuttable presumption that the decision is correct and binding upon the OWNER and CONTRACTOR.

8.12 INDEPENDENT PROFESSIONAL as Interpreter or Judge

When functioning as interpreter and judge under Paragraph 8.11 INDEPENDENT PROFESSIONAL will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. INDEPENDENT PROFESSIONAL will render formal decisions within thirty (30) days of the last party's submittal. No action, either at law or at equity, shall be brought by CONTRACTOR in connection with such claim, dispute or other matter later than THIRTY

(30) days after the date on which INDEPENDENT PROFESSIONAL has rendered such written decision in respect thereof. Failure to bring an action within said THIRTY (30) day period shall result in INDEPENDENT PROFESSIONAL'S decision being final and binding upon CONTRACTOR. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.

8.13 Limitations on INDEPENDENT PROFESSIONAL'S Authority and Responsibilities

8.13.1 Neither INDEPENDENT PROFESSIONAL'S authority or responsibility under this Article 8 or under any other provision of the Contract Documents nor any decision made by INDEPENDENT PROFESSIONAL in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by INDEPENDENT PROFESSIONAL shall create, impose or give rise to any duty owed by INDEPENDENT PROFESSIONAL to CONTRACTOR, any SUBCONTRACTOR, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

8.13.2 INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. INDEPENDENT PROFESSIONAL will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.13.3 INDEPENDENT PROFESSIONAL will not be responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTOR, any Supplier, or of any other person or organization performing or furnishing any of the Work.

8.13.4 INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 13.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

8.13.5 The limitations upon authority and responsibility set forth in this paragraph 8.13 shall also apply to INDEPENDENT PROFESSIONAL'S Consultant, Resident Project Representative and assistants.

ARTICLE 9 CHANGES IN THE WORK

9.1 Written Amendments, Change Orders

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). Any Work, which is commenced without a Change Order, Written Amendment, or Work Directive being

approved, shall constitute a waiver of any claim of compensation for such Work. All Work Directives must be approved by OWNER'S Administration.

9.2 Disputed Change Orders

If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 10 or Article 11.

9.3 No Payment Increase

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 5.23 or in the case of uncovering Work as provided in paragraph 12.9.

9.4 Change Order Recommendations

OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by INDEPENDENT PROFESSIONAL (or Written Amendments) covering:

9.4.1 Changes in the Work which are (i) ordered by OWNER pursuant to paragraph 9.1, (ii) required because of acceptance of defective Work under paragraph 12.13 or correcting defective Work under paragraph 12.14, or agreed to by the parties;

9.4.2 Changes in the Contract Price or Contract Times which are agreed to by the parties; and

9.4.3 Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by INDEPENDENT PROFESSIONAL pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.29.

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

9.5 Quotations for Work Additions, Deletions or Revisions

At any time INDEPENDENT PROFESSIONAL may request a quotation from CONTRACTOR for a proposed change in the Work. Within TEN (10) Calendar Days after receipt of a request for a quotation for a proposed change, CONTRACTOR shall proceed to submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. INDEPENDENT PROFESSIONAL shall have TEN (10) Calendar Days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with Articles 10 and 11 of the General Conditions, and in sufficient detail reasonably to permit an analysis by INDEPENDENT PROFESSIONAL of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Any amount claimed for Subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit any analysis of impact. Notwithstanding the

request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial delays.

9.6 Change in Time or Price for Work Additions, Deletions or Revisions

The adjustment in Contract Price, Contract Time or both stated in a Change Order shall comprise the total price, or time adjustment or both due or owned the CONTRACTOR for the Work or changes defined in the Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price, time adjustments or both include all costs, profits and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, lost profits, delay, and cumulative impacts or ripple effect on all other non-affected work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price or Contract Time as a result of increases or decreases in Contract amounts and time of performance caused directly and indirectly from the change, subject to the current scope of the entire Work as set forth in the Contract Documents. The Change Order constitutes an Agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR be waived all rights to file a claim including claims for extended overhead, delay, lost profits, additional costs or expenses, etc.

ARTICLE 10 CHANGE OF CONTRACT PRICE

10.1 Total Compensation

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR'S expense without change in the Contract Price.

10.2 Price Modifications

The Contract Price may only be changed by a Change Order or by a Written Amendment. 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 and to INDEPENDENT PROFESSIONAL promptly (but in no event later than **TWENTY (20)** Calendar Days after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within **FIFTY (50)** Calendar Days after such occurrence or event (unless in writing INDEPENDENT PROFESSIONAL allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event.

INDEPENDENT PROFESSIONAL in accordance with Paragraph 8.11 shall determine all claims for adjustment in the Contract Price if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract price will be valid if not submitted in accordance with this Paragraph 10.2 or if asserted after Final Payment as defined in Paragraph 13.13.

10.3 Payment Adjustment Requirements

The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

- 10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1 through 10.9.3 inclusive);

- 10.3.2 Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2);
- 10.3.3 Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 10.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraph 10.6).

10.4 Cost of the Work

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 10.5.

- 10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll cost for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to salaries and wages plus the cost of federal payroll taxes, state unemployment taxes and worker's compensation insurance premiums. Such employees shall include persons at the site, and superintendents and foremen at the site, but shall exclude all others. The expenses of performing the Work after regular working hours, Saturday, Sunday or recognized Declared City legal holidays (as described in 1.11), shall be included in the above only if such work is previously authorized in writing by the OWNER.
- 10.4.2 Cost of materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.
- 10.4.3 Payments made by CONTRACTOR to the SUBCONTRACTORS for Work performed or furnished by SUBCONTRACTORS. If required by OWNER, CONTRACTOR shall obtain competitive Bid/Proposals from SUBCONTRACTORS acceptable to OWNER and CONTRACTOR and shall deliver such Bid/Proposals to OWNER who will then determine, with the advice of INDEPENDENT PROFESSIONAL, which Bid/Proposals, if any, will be accepted. If any subcontract provides that the SUBCONTRACTOR is to be paid on the basis of Cost of the Work Plus a fee, the SUBCONTRACTOR'S Cost of the Work and fee shall be determined in the same manner as CONTRACTOR'S Cost of the Work and fee as provided in paragraphs 10.4, 10.5, 10.6 and 10.7. All SUBCONTRACTORS shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 10.4.4 Costs of special consultants (limited to INDEPENDENT PROFESSIONALS, architects, testing laboratories, surveyors) employed for services specifically related to the Work.
- 10.4.5 Supplemental costs including the following:
- 10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

- 10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
- 10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of INDEPENDENT PROFESSIONAL, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof -- all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- 10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.
- 10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- 10.4.5.6 The cost of utilities, fuel and sanitary facilities at the site.
- 10.4.5.7 Cost of premiums for additional Bonds and insurance required because of changes in the Work.
- 10.4.5.8 Supplemental costs shall be limited to the lower of actual cost of the supplemental work or FIFTEEN PERCENT (15%) of the sum of the total costs for items 10.4.1, 10.4.2, 10.4.3, and 10.4.4.

10.5 Exception to Cost of the Work

The term Cost of the Work shall not include any of the following:

- 10.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), managers, INDEPENDENT PROFESSIONALS, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or not on site, all off-site personnel, and all personnel not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.4.1 or specifically covered by Paragraph 10.4.4 all of which shall be considered administrative costs covered by the CONTRACTOR'S fee.
- 10.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.
- 10.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- 10.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.7 above).
- 10.5.5 Fringe benefits costs such as Health and Retirement Benefits, bonuses, sick leave, vacation and holiday pay or any other fringe benefit except those specifically listed in 10.4.1.

Costs due to the negligence of CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any

damage to property. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 Fee for Profit and Overhead

The CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 A mutually acceptable fixed fee; or 10.6.2 if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2 For costs incurred under paragraphs 10.4.1 and 10.4.2:

10.6.2.1 The CONTRACTOR'S fee shall be ten (10%) percent;

10.6.2.2 For costs incurred under paragraph 10.4.3 the CONTRACTOR'S fee shall be five (5%) percent;

10.6.2.3 Where one or more tiers of subcontracts are on the basis of the Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 10.4.1, 10.4.2, 10.4.3 and 10.6.2 is that the SUBCONTRACTOR who actually performs or furnishes the Work, at whatever tier, will be paid a fee of TEN PERCENT (10%) of the costs incurred by such SUBCONTRACTOR under Paragraphs 10.4.1 and 10.4.2 and that any higher tier SUBCONTRACTOR and CONTRACTOR will each be paid a fee of FIVE PERCENT (5%) of the amount paid to the next lower tier SUBCONTRACTOR;

10.6.2.4 No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.5 The amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR'S fee by an amount equal to five (5%) percent of such net decrease; and

10.6.2.6 When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.5, inclusive.

10.7 Financial Record Keeping

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 and 10.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to INDEPENDENT PROFESSIONAL an itemized cost breakdown together with supporting data.

10.8 Cash Allowances

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and INDEPENDENT PROFESSIONAL. CONTRACTOR agrees that:

10.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 CONTRACTOR'S cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by INDEPENDENT PROFESSIONAL to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.9 Unit Price Work

10.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bid/Proposals and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by INDEPENDENT PROFESSIONAL in accordance with paragraph 8.10.

10.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if:

10.9.3.1 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and there is no corresponding adjustment with respect to any other item of work; or

10.9.3.2 OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase; and

10.9.3.3 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; by at least **FIFTEEN PERCENT (15%)** of such item's Bid/Proposal estimated quantity.

ARTICLE 11 CHANGE OF CONTRACT TIMES

11.1 Time Change

The Contract Time may only be changed by a Change Order or written amendment. Any claim for an extension in the Contract Time shall be based on written notice delivered to the OWNER and INDEPENDENT PROFESSIONAL within **TWENTY (20)** Calendar Days from detection or the beginning of any event or circumstance giving rise to excusable or compensable delay and setting forth the general nature of the cause of the delay. Within **FIFTY (50)** Calendar Days of any such detection or beginning of delay, CONTRACTOR shall provide the analysis and documentation required to ascertain the facts. No claim by CONTRACTOR under this provision shall be allowed unless CONTRACTOR has given the notice and the analysis and documentation required in this *Paragraph*, or if asserted after Final Payment.

11.2 Contract Limits

All time limits stated in the Contract Documents are of the essence of the Agreement.

11.3 Time Extensions

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 11.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 6, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a SUBCONTRACTOR or Supplier shall be deemed to be delays within the control of CONTRACTOR. No forfeiture due to delay shall be made because of any excusable and prejudicial delays in the completion of the entire Work or a specified part thereof. Any such delays shall not entitle the CONTRACTOR to any additional compensation. The sole remedy of the CONTRACTOR shall be an extension of Contract Time pursuant to this Paragraph of these General Conditions in any amount equal to the number of days of delay as determined by the OWNER.

11.4 Other Time Extensions

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR'S sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any SUBCONTRACTOR, and Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 6. No extension of Contract Time or increases in Contract Price shall be granted for non-prejudicial delays of any type or for inexcusable delays, unless otherwise agreed to by OWNER in its sole discretion.

11.5 No Recovery for Early Completion or Delay

If the CONTRACTOR submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the OWNER shall not be liable to the CONTRACTOR for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless of whether such delay or hindrance was caused by the OWNER or by its agents, should the CONTRACTOR be unable to complete the Work before such milestone or completion date.

CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from OWNER for lost profits, direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, 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 malicious interference on the part of City. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for excusable delay.

ARTICLE 12 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Notice of Defects

Prompt notice of all defective Work of which OWNER or INDEPENDENT PROFESSIONAL have actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in this Article 12.

12.2 Access to Work

OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith as applicable.

12.3 Notice of Required Inspections

CONTRACTOR shall give INDEPENDENT PROFESSIONAL at least 24 hour notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. The CONTRACTOR shall endeavor to schedule his work during the standard 8:00 a.m. to 4:30 p.m., FIVE (5) days a week that requires an OWNER Resident Project Representative (RPR) or City's Building Inspectors to be present at the Project Site for whatever reason. This should not prevent the CONTRACTOR from proceeding with the Work that does not require constant or immediate review by the RPR or City's Building Inspectors.

12.4 Payment for Tests and Inspections

OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approval required by the Contract Documents except:

12.4.1 For inspections, tests or approvals covered by paragraph 12.5 below;

12.4.2 That costs incurred in connection with tests or inspections conducted pursuant to paragraph 12.9 below shall be paid as provided in said paragraph 12.9; and

12.4.3 As otherwise specifically provided in the Contract Documents.

12.5 Inspection Coordination and Costs

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish INDEPENDENT PROFESSIONAL the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER'S and INDEPENDENT PROFESSIONAL'S acceptance of materials or equipment to be

incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work.

12.6 Inspection of Covered Work

If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for observation.

12.7 Payment of Uncovering Covered Work

Uncovering Work as provided in paragraph 12.6 shall be at CONTRACTOR'S expense unless CONTRACTOR has given INDEPENDENT PROFESSIONAL timely notice of CONTRACTOR'S intention to cover the same and INDEPENDENT PROFESSIONAL has not acted with reasonable promptness in response to such notice.

12.8 Uncovering Work

If any Work is covered contrary to the written request of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for INDEPENDENT PROFESSIONAL'S observation and replaced at CONTRACTOR'S expense.

12.9 INDEPENDENT PROFESSIONAL'S Authority to Uncover Covered Work

If INDEPENDENT PROFESSIONAL considers it necessary or advisable that covered Work be observed by INDEPENDENT PROFESSIONAL or inspected or tested by others, CONTRACTOR, at INDEPENDENT PROFESSIONAL'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as INDEPENDENT PROFESSIONAL may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 10. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11.

12.10 Owner May Stop the Work

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

12.11 Correction or Removal of Defective Work

If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by INDEPENDENT PROFESSIONAL, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

12.11.1 The CONTRACTOR shall not be entitled to an extension of the Contract Time for correcting or removing defective Work.

12.12. Correction Period

12.12.1 If within ONE (1) year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of INDEPENDENT PROFESSIONALS, architects, attorneys and other professionals) will be paid by CONTRACTOR.

12.12.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided by Written Amendment.

12.12.3 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 12.12, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

12.13 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, also INDEPENDENT PROFESSIONAL) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by INDEPENDENT PROFESSIONAL as to reasonableness). If any such acceptance occurs prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. If the acceptance occurs after such recommendation an appropriate amount will be paid by CONTRACTOR to OWNER.

12.14 Owner May Correct Defective Work

If CONTRACTOR fails within a reasonable time after written notice from INDEPENDENT PROFESSIONAL to correct defective Work or to remove and replace rejected Work as required by INDEPENDENT PROFESSIONAL in accordance with paragraph 12.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and

equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees, OWNER'S other contractors and INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

12.15 CONTRACTOR'S Obligation to Contract Documents

Neither observation by INDEPENDENT PROFESSIONAL, nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents. The fact that the OWNER is a municipal corporation, and has Building, Utilities, and Fire Departments which will conduct building inspections for general compliance with the applicable construction, fire, and utilities laws, shall not in any way act as an estoppel to, or a waiver of the OWNER'S right to require construction in accordance with the Contract Documents or construction in accordance with applicable building, fire, and utilities codes.

ARTICLE 13 PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to INDEPENDENT PROFESSIONAL. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 Application for Progress Payment

At least twenty (20) days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

13.2.1 MONTHLY PROGRESS STATUS REPORTS

Each monthly application for progress payment shall incorporate the corresponding "Monthly Progress Status Report".

13.2.2 SECTION 255.052

The parties hereto agree that Section 255.052, Florida Statutes, does not apply to this Agreement, or to any underlying agreements and obligations to which this Agreement pertains.

13.3 Contractor's Warranty of Title

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.3.1 MECHANICS LIENS

The CONTRACTOR covenants and agrees that no mechanics' liens, equitable liens, construction liens asserted under the Construction Lien Law, Chapter 255, Florida Statutes, or other liens against public funds or property (herein "mechanics' liens") will be permitted to arise, be filed or maintained against the OWNER, the Project or any part of it, any interest in it or any improvements on it, or any real or personal property owner by the OWNER, against any monies due or to become due from the OWNER to the CONTRACTOR, for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Project, and the CONTRACTOR further agrees to indemnify the OWNER for any costs, charges, expenses, losses, or damages OWNER may incur as a result of any asserted mechanics' lien. CONTRACTOR agrees to cause any of the foregoing liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within thirty (30) days from the date of the filing, and upon the CONTRACTOR'S failure to do so the OWNER shall have the right, in addition to all other rights and remedies provided under this Contract or by law, to cause the liens or claims to be satisfied, removed or discharged by whatever means the OWNER chooses, at the entire cost and expense of the CONTRACTOR, the expense to include legal fees and costs and all expenses. Real property owned by a Florida municipal corporation is not subject to liens, and nothing in this paragraph shall waive the OWNER'S right to assert that its property is immune from mechanics' liens, or to waive other defenses or immunities that may be enjoyed by the City of Plantation.

13.4 Review of Applications for Progress Payment

INDEPENDENT PROFESSIONAL will, within TEN (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing INDEPENDENT PROFESSIONAL'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. TWENTY-ONE (21) days after presentation of the Application for Payment to OWNER with INDEPENDENT PROFESSIONAL'S recommendation and the approval of the application by the Administration or the City governing body (the latter by its Resolution approving the weekly bill list), the amount recommended will (subject to the provisions of the last sentence of *Paragraph 13.7*) become due and when due will be paid by OWNER to CONTRACTOR.

Prior to Substantial Completion progress payments will be in an amount equal to: **NINETY PERCENT (90%)** of the Work completed. (Major items of equipment and non-perishable materials delivered and suitably stored may be included if such items have been specified in the schedule of values provided for in *Paragraph 13.11*), and the maximum payable percentage shall be **FORTY PERCENT (40%)** for uninstalled material which is stored on-site.

13.5 INDEPENDENT PROFESSIONAL'S Recommendation

INDEPENDENT PROFESSIONAL'S recommendation of any payment requested in an Application for Payment will constitute a representation by INDEPENDENT PROFESSIONAL to OWNER, based on INDEPENDENT PROFESSIONAL'S on-site observations of the executed Work as an experienced and qualified design professional and on INDEPENDENT PROFESSIONAL'S review of the Application for

Payment and the accompanying data and schedules that to the best of INDEPENDENT PROFESSIONAL'S knowledge, information and belief:

13.5.1 the Work has progressed to the point indicated,

13.5.2 the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 8.10, and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is INDEPENDENT PROFESSIONAL'S responsibility to observe the Work.

However, by recommending any such payment INDEPENDENT PROFESSIONAL will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to INDEPENDENT PROFESSIONAL in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

13.6 INDEPENDENT PROFESSIONAL'S Exception for Responsibility of Contractor's Work

INDEPENDENT PROFESSIONAL'S recommendation of any payment, including final payment, shall not mean that INDEPENDENT PROFESSIONAL is responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

13.7 Payment Rejection

INDEPENDENT PROFESSIONAL may refuse to recommend the whole or any part of any payment if, in INDEPENDENT PROFESSIONAL'S opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 13.5. INDEPENDENT PROFESSIONAL may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in INDEPENDENT PROFESSIONAL'S opinion to protect OWNER from loss because:

13.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,

13.7.2 the Contract Price has been reduced by Written Amendment or Change Order,

13.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.14, or

13.7.4 INDEPENDENT PROFESSIONAL has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.4, inclusive.

OWNER may refuse to make payment of the full amount recommended by INDEPENDENT PROFESSIONAL because:

13.7.5 Claims have been made against OWNER on account of CONTRACTOR'S performance or furnishing of the Work,

13.7.6 Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens.

13.7.7 There are other items entitling OWNER to a set-off against the amount recommended, or

13.7.8 OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 13.7.1 through 13.7.3 or paragraphs 14.2.1. through 14.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to INDEPENDENT PROFESSIONAL) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER'S satisfaction the reasons for such action.

13.8 Substantial Completion

When CONTRACTOR considers the entire Work ready for its intended use and meets the definition of Substantial Completion as provided in the Contract Documents, CONTRACTOR shall notify OWNER and INDEPENDENT PROFESSIONAL in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that INDEPENDENT PROFESSIONAL issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of the Work to determine the status of completion. If INDEPENDENT PROFESSIONAL does not consider the Work substantially complete, INDEPENDENT PROFESSIONAL will notify CONTRACTOR in writing giving the reasons therefor. If INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have fifteen (15) working days after receipt of the tentative certificate during which to make written objection to INDEPENDENT PROFESSIONAL as to any provisions of the certificate or attached list. If, after considering such objections, INDEPENDENT PROFESSIONAL concludes that the Work is not substantially complete, INDEPENDENT PROFESSIONAL will within thirty (30) working days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER'S objections, INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will within said thirty (30) working days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as INDEPENDENT PROFESSIONAL believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion INDEPENDENT PROFESSIONAL will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform INDEPENDENT PROFESSIONAL in writing prior to INDEPENDENT PROFESSIONAL'S issuing the definitive certificate of Substantial Completion, INDEPENDENT PROFESSIONAL'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

13.9 Contractor's Access After Substantial Completion

OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

13.10 Partial Utilization

Use by OWNER at OWNER'S option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, INDEPENDENT PROFESSIONAL and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

13.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use. If CONTRACTOR agrees that such part of the Work is ready for intended use, CONTRACTOR will certify to OWNER and INDEPENDENT PROFESSIONAL that such part of the Work is so ready and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. CONTRACTOR at any time may notify OWNER and INDEPENDENT PROFESSIONAL in writing that CONTRACTOR considers any such part of the Work ready for its intended use and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion. If INDEPENDENT PROFESSIONAL does not consider that part of the Work to be ready for its intended use, INDEPENDENT PROFESSIONAL will notify OWNER and CONTRACTOR in writing giving the reasons therefor.

13.10.2 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the property insurance requirements.

OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although Final Completion has not been accomplished. A copy of such request will be sent to INDEPENDENT PROFESSIONAL and within a reasonable time thereafter OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and INDEPENDENT PROFESSIONAL that such part of the work is not ready for separation by OWNER, INDEPENDENT PROFESSIONAL will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed INDEPENDENT PROFESSIONAL). During such operation and prior to Final Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

13.11 Final Inspection

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, INDEPENDENT PROFESSIONAL will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

13.12 Final Application for Payment

After CONTRACTOR has completed all such corrections to the satisfaction of INDEPENDENT PROFESSIONAL and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the insurance requirements, marked-up record documents (as provided in paragraph 5.19), surveys, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of required insurance, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipt or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien. All documents submitted for Final Payment including all waivers and releases shall have such provisions and language as is reasonably requested by the OWNER or its legal counsel.

13.12.1 Notwithstanding any other provision of these Contract Documents to the contrary, OWNER and INDEPENDENT PROFESSIONAL are under no duty or obligation whatsoever to any SUBCONTRACTOR, laborer or other party to ensure that payments due and owing by the CONTRACTOR to any of them are or will be made. Such parties shall rely only on the CONTRACTOR'S Surety Bonds for remedy of nonpayment by the CONTRACTOR.

13.13 Final Payment and Acceptance

If, the basis of INDEPENDENT PROFESSIONAL'S observation of the Work during construction and final inspection, and INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation – all as required by the Contract Documents, INDEPENDENT PROFESSIONAL is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, and that the Work has reached Final Completion, as such term is defined in the Contract Documents, INDEPENDENT PROFESSIONAL will, within FIFTEEN (15) days after receipt of the final Application for Payment, indicate in writing INDEPENDENT PROFESSIONAL'S recommendation of payment and present the Application to OWNER for payment. Thereupon INDEPENDENT PROFESSIONAL will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of *Paragraph 13.15*. Otherwise, INDEPENDENT PROFESSIONAL will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

Upon Final Completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price within TWENTY-ONE (21) Calendar Days of the recommendation of the INDEPENDENT PROFESSIONAL. A Final Receipt on a form acceptable to the OWNER will be required at the time of final payment with appropriate releases of the CONTRACTOR, SUBCONTRACTOR and suppliers.

13.14 Waiver of Claims

The making and acceptance of final payment will constitute:

13.14.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 13.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, CONTRACTOR'S continuing obligations under the Contract Documents; and

13.14.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

13.15 Acceptance of Work

CONTRACTOR'S obligations to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL, nor the issuance of a certificate of Substantial Completion or Final Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use of occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to *Paragraph 13.13*, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

ARTICLE 14 SUSPENSION OF WORK AND TERMINATION

14.1 Owner May Suspend Work

At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and INDEPENDENT PROFESSIONAL which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed only an extension of the Contract Times, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.1.1 NO TIME EXTENSION OR PRICE CHANGE DUE TO CONTRACTOR DEFAULT

Notwithstanding Paragraph 14.1, if the OWNER stops Work under Paragraph 12.10 or suspends the CONTRACTOR'S services under Paragraph 12.14, or suspends the Work or any portion thereof because of the CONTRACTOR'S failure to prosecute the Work or breach of the Contract Documents, the CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract price.

14.2 Owner May Terminate

Upon the occurrence of any one or more of the following events:

- 14.2.1 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 5.6);
- 14.2.2 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;
- 14.2.3 If CONTRACTOR disregards the authority of INDEPENDENT PROFESSIONAL; or
- 14.2.4 If CONTRACTOR otherwise violates in any way any provisions of the Contract Documents;
- 14.2.5 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if CONTRACTOR takes an equivalent or similar action by filing a petition or otherwise under any other Federal or State law in effect at such time relating to the bankruptcy or insolvency;

- 14.2.6 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other Federal or State law in effect at the time relating to bankruptcy or insolvency;
- 14.2.7 If CONTRACTOR makes a general assignment for the benefit of creditors;
- 14.2.8 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is or the purpose of enforcing a Lien against such property or for the purpose of general administration or such property for the benefit of CONTRACTOR'S creditors;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven (7) days written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and all of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses and damages incurred by OWNER will be reviewed by INDEPENDENT PROFESSIONAL as to their reasonableness and when so approved by INDEPENDENT PROFESSIONAL incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

14.3 Liability of Contractor if Terminated

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

14.4 Termination

Upon seven (7) days written notice to CONTRACTOR and INDEPENDENT PROFESSIONAL, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

- 14.4.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- 14.4.2 for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
- 14.4.3 for all claims, costs, losses and damage incurred in settlement of terminated contracts with SUBCONTRACTORS, Suppliers and others; and

14.4.4 for reasonable expenses directly attributable to termination;

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

If OWNER'S termination for cause is determined inappropriate or unjustified by a court of competent jurisdiction, the Contract will be deemed to have been terminated for convenience and the CONTRACTOR shall be compensated solely in accordance with this paragraph.

14.5 Contractor May Stop Work or Terminate

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or INDEPENDENT PROFESSIONAL fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL, and provided OWNER or INDEPENDENT PROFESSIONAL do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 14.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if INDEPENDENT PROFESSIONAL has failed to act on an Application for Payment within thirty (30) days after it is submitted, or OWNER has failed for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 14.5 are not intended to preclude CONTRACTOR from making claim under Articles 10 and 11 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR'S stopping Work as permitted by this paragraph.

ARTICLE 15 DISPUTE RESOLUTION

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedures, if any, shall be as set forth in Exhibit GC-A. "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, all claims, counterclaims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of, relating to, or pertaining to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, shall be determined by litigation in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated hereby.

In the event of litigation in order to enforce this Contract, or which arises out of, pertains to, or relates to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, the prevailing party shall be entitled to a reasonable attorney's fee. Notwithstanding the foregoing sentence, the maximum attorney's fees which one party can recover from the other will not exceed \$ _____ (\$25,000 unless otherwise filled in).

ARTICLE 16 MISCELLANEOUS

16.1 Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

16.2 Computation of Time

16.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a city legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.2.2 A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

16.3 Notice of Claim

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

16.4 Cumulative Remedies

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the OWNER, and, without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to the OWNER which are otherwise available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which it applies.

16.5 Format Of Documents, Forms, Etc.

The INDEPENDENT PROFESSIONAL shall determine the form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents. The forms for Notice of Award, Notice to Proceed, Work Directive Change, Change Order, Field Order, Application for Payment, Certificate of Substantial Completion and Final Receipt which the INDEPENDENT PROFESSIONAL expects to use shall be subject to approval by City's Administration.

16.6 Fiscal Year Expenditure Limits

The City, during any fiscal year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as amended, surpluses carried over to the present fiscal year, and reserves which are available for expenditure during such fiscal year. Any Contract, verbal or written, made in violation of this subsection is at the OWNER'S option null and void and in no event can money may be paid on such contract in excess of what is available for expendable for expenditures in any given fiscal year. Nothing herein contained shall prevent the making

of Contracts for periods exceeding **ONE (1)** year, but any Contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

16.7 Development Approval Or Rejection

The making of this Agreement does not constitute an abrogation of the City's governmental land development regulatory power, and the CONTRACTOR'S performance is contingent upon all such development approvals being obtained. Should the City of Plantation or another governmental authority or agency with jurisdiction not approve any required application for development approval prerequisite to the granting of a building permit, this Agreement shall become automatically null and void as if same never existed and so as to not be the basis in any respect for a damage claim as a result of such denied development order.

16.8 Material Interest

Contractor warrants that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Contract or the compensation to be paid under it. No City employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent, nor any employee or elected or appointed officer, is a partner, officer, director, or proprietor of the CONTRACTOR'S business, and further, no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR'S business. Material interest means direct or indirect ownership of more than **FIVE PERCENT (5%)** of the total assets or capital stock of the CONTRACTOR'S company.

16.9 Convicted Vendor List

A person or affiliate as defined §287.133, Florida Statutes, who has been placed on the convicted vendor list maintained by the Department of Management Services following a conviction for a public entity crime, may not submit a Bid/Proposal on a contract to provide any goods or services to the City of Plantation, may not submit a Bid/Proposal on a contract with the City of Plantation for the construction or repair of any public building or public work, may not submit Bid/Proposals on leases of real property with the City of Plantation, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City of Plantation in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of **THIRTY-SIX (36)** months from the date of being placed on the convicted vendor list.

16.10 Covenants, Agreements And Obligations Of Involved Parties

OWNER and CONTRACTOR each binds themselves, their partners, successors, and legal representatives to the other party thereto, their partners, successors, and legal representatives to all of the covenants, agreements and obligations contained in the Contract Documents.

16.11 Severability Of Contract

Should any section, paragraph, sentence, clause, phrase, or other part of this Contract be declared by a Court of competent jurisdiction to be invalid or void, such decision shall not affect the validity of this Contract as a whole or any part thereof other than the part so declared invalid or void. Also, the non-enforcement of any provision by either party with respect to any matter shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision of the remainder of this Agreement or as to similar matters or the same type of matter in the future.

16.12 No Assignments Without Consent

No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound by the assignment; and

specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

16.13 Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if hand delivered at or sent by registered or certified return receipt mail, postage prepaid, to the last business address known to the giver of the notice.

16.14 Notices To Owner

Correspondence to the OWNER shall be addressed to the Mayor with a copy to the Administrative Chief Administrative Officer, City of Plantation, 400 NW 73rd Avenue, Plantation, FL 33317. All matters regarding possible litigation, an additional copy shall be sent to the City Attorney at the address noted herein. CONTRACTOR shall at all times notify OWNER of the current business address of the CONTRACTOR.

16.15 Rule Of Construction

Contractor acknowledges that it has been given a sufficient full and fair opportunity to consult with legal counsel of its choice concerning this Contract Document. The Contract Documents shall be construed without regard to any presumption or other rule of law requiring construction against the party causing the Contract Documents to be drafted.

[54]9001-14001



City of Plantation
City Council Chambers

Subject:

2nd Reading for Ordinance expanding list of authorized investments

Summary:

This item is sponsored by the Financial Services Department and the City's Investment Manager, PFM Asset Management LLC. This Ordinance was approved on First Reading on January 10, 2017, and is presented tonight on the Consent Agenda for Second and Final Reading and adoption on January 25, 2017.

Discussion

As the City Council may recall, in the absence of an ordinance, Fla. Stat. §218.415(16) (2016) restricts the City's Investment Program to only certain types of investments.^[1]

“(16) AUTHORIZED INVESTMENTS; WRITTEN INVESTMENT POLICIES.— Those units of local government electing to adopt a written investment policy as provided in subsections (1)-(15) may by resolution invest and reinvest any surplus public funds in their control or possession in:

(a) The Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01.

(b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

(c) Interest-bearing time deposits or savings accounts in qualified public depositories as defined in s. 280.02.

(d) Direct obligations of the United States Treasury.

(e) Federal agencies and instrumentalities.

(f) Rated or unrated bonds, notes, or instruments backed by the full faith and credit of the government of Israel.

(g) Securities of, or other interests in, any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.

(h) Other investments authorized by law or by ordinance for a county or a municipality.”

In 2014, the City adopted Resolution 12001, which established an Investment Policy for Plantation, however, since the City has no codified ordinance provisions listing types of investments which could be included in the Investment Policy, the Investment Policy was restricted to investments listed in the statutory provision.

As part of its Annual Report, the City’s Investment Manager recommends that the City enact an Ordinance that will provide additional types of investments for authorization purposes. The candidate investments are listed in lines 52-128 of the draft Ordinance attached. While investments may be *authorized* in the Ordinance, all investments must still be made consistent with the Investment Policy.

9009-92027 [953,v5]

ATTACHMENTS:

Description	Upload Date	Type
Ordinance - Investment Authorization	1/19/2017	Cover Memo
Staff Report - Memo	1/18/2017	Cover Memo
PFM Presentation and Recommendations	1/18/2017	Cover Memo

ORDINANCE NO. _____

AN ORDINANCE PERTAINING TO THE SUBJECT OF FINANCE;
CREATING SECTION 2-295 OF THE CODE OF ORDINANCES SO AS TO
AUTHORIZE THE INVESTMENT OF CERTAIN PUBLIC FUNDS IN
VARIOUS TYPES OF INVESTMENT VEHICLES, SUBJECT TO THE CITY'S
INVESTMENT POLICY, AS SAME MAY BE AMENDED BY RESOLUTION.
PROVIDING A CONFLICTS CLAUSE AND SAVINGS CLAUSE; AND
PROVIDING AN EFFECTIVE DATE THEREFOR.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANTATION,
THAT:

SECTION 1. Section 2-295 of the Code of Ordinances of the City of Plantation is hereby created
as follows:

Sec. 2-295 - Investment of Surplus Public Funds.

(a) Authorization, Definitions, and Scope.

This Section is enacted pursuant to Fla. Stat. § 218.415 (h) (2016), and applies to available
funds under the City's discretionary investment control.

"Current expenses" means known cash needs and anticipated cash flow requirements for
the short term. "Short Term" means a maximum of six (6) months of operation. Cash and
investment balances in excess of those required to meet current expenses for the short term
are referenced in this Section are referenced as "available funds".

This Section is applicable to available funds of other government entities (e.g. special
districts) under the City's discretionary investment control, which at the time of this
Section's creation include Plantation Gateway, Plantation Midtown, and the Plantation
Community Redevelopment Agency. On the other hand, the Police, Firefighters and the
General Employees Pension Funds are not under the discretionary investment control of
the City, and therefore, this Section does not apply to such Pension Funds. This Section
does not apply to funds where investment control is restricted by covenants in bonds, notes,
lease financings, or other forms of debt, as such provisions or covenants control the
investment of funds created by or related thereto.

(b) Investment Policy.

The City shall by Resolution adopt, and amend from time to time an Investment Policy.
The Investment Policy may be more conservative than this Section (such that not all
investments authorized in Section may be authorized by the Policy), however, the

Investment Policy should not permit investments not authorized by this Section.

(c) Candidate Investments.

Consistent with the Investment Policy in effect when an investment is made, available funds may be invested in:

- (1) **The Local Government Surplus Funds Trust Fund or any intergovernmental investment pool** - authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01.
- (2) **Money Market Funds** - Shares in open-end and no-load money market mutual funds, provided such funds are registered under the Investment Company Act of 1940 and operate in accordance with Rule 2a-7.
- (3) **Non-Negotiable Certificate of Deposit and Savings Accounts** - Non-negotiable interest bearing time certificates of deposit, or savings accounts in banks organized under the laws of this state or in national banks organized under the laws of the United States and doing business in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.
- (4) **U.S. Treasury & Government Guaranteed** - U.S. Treasury obligations, and obligations the principal and interest of which are backed or guaranteed by the full faith and credit of the U.S. Government.
- (5) **Federal Agency/GSE** - Debt obligations, participations or other instruments issued or fully guaranteed by any U.S. Federal agency, instrumentality or government-sponsored enterprise (GSE).
- (6) **Government of Israel** - Rated or unrated bonds, notes, or instruments backed by the full faith and credit of the government of Israel.
- (7) **Fixed-Income Mutual Funds** - Shares in fixed-income mutual funds. Securities of, or other interests in, any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.

- (8) **Repurchase Agreements** - composed of only those investments authorized in paragraphs (4) and (5) above.
- (9) **Agency Mortgage Backed Securities** - Mortgage-backed securities (MBS), backed by residential, multi-family or commercial mortgages, that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise.
- (10) **Commercial paper** - U.S. dollar denominated commercial paper issued or guaranteed by a domestic, company, financial institution, trust or other entity.
- (11) **Corporate notes** - U.S. dollar denominated corporate notes, bonds or other debt obligations issued or guaranteed by a domestic, financial institution, non-profit, or other entity.
- (12) **Bankers' acceptances** - issued by a domestic bank or a federally chartered domestic office of a foreign bank, which are eligible for purchase by the Federal Reserve System.
- (13) **Municipals** – Obligations, including both taxable and tax-exempt, issued or guaranteed by any State, territory or possession of the United States, political subdivision, county, city, district, public corporation, authority, agency board, instrumentality or other unit of local government of any State or territory.
- This Paragraph (13) authorizes investments in City of Plantation obligations or revenue bonds or excise bonds or other legally allowed debt obligations of the City, provided advice and approval of bond counsel is obtained. Such purchases shall not be deemed a redemption, defeasance, or satisfaction of such bond or obligation, and the obligation or bond so purchased shall constitute an asset of the fund from which the moneys were secured to make the purchase, and may be sold at any time for cash at current market value.
- (14) **Asset-Backed Securities** - Asset-backed securities whose underlying collateral consists of loans, leases or receivables, including but not limited to auto loans/leases, credit card receivables, student loans, equipment loans/leases, or home-equity loans.
- (15) **Others Not Listed** - Other investments specifically authorized for a Florida Municipal Corporation by State or Federal law, provided that such investment is listed in the Investment Policy, and a reference to the authorizing legal provision is included.

SECTION 2. All ordinances approving prior versions of an Investment Policy are repealed and superseded by this Resolution; provided however, that all actions taken while such prior versions of the Investment Policy were in effect are hereby ratified.

SECTION 3. Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion or part thereof, other than the part so declared to be invalid.

SECTION 4. This Ordinance shall take effect immediately upon passage on second reading by the City Council and signature by the Mayor.

PASSED ON FIRST READING by the City Council this ____ day of _____, 2017.

PASSED AND ADOPTED ON SECOND READING by the City Council this ____ day of _____, 2017.

SIGNED by the Mayor this ____ day of _____, 2017.

MAYOR

ATTEST

CITY CLERK

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Ordinance was received by the Office of the City Clerk and entered into the Public Record this ____ day of _____, 201__.

Susan Slattery, City Clerk

[952]9009-92027,v5

	APPROVED	DATE
REQUESTED BY:	<u>Finance/Investment Mgr</u>	
DEPT. OK:	_____	
ADMIN. OK:	<u>Donald Murray</u>	
ATTY. OK:	_____	
	AS TO FORM ONLY	

MEMORANDUM

To: Mayor and Members of the City Council

From: Anna Otiniano, Financial Services Director

Date: January 25, 2017

Copies: Richard Pengelly, PFM Asset Management LLC

Re: 2nd Reading for Ordinance expanding list of authorized investments

This item is sponsored by the Financial Services Department and the City's Investment Manager, PFM Asset Management LLC. This Ordinance was approved on First Reading on January 10, 2017, and is presented tonight on the Consent Agenda for Second and Final Reading and adoption on January 25, 2017.

Discussion

As the City Council may recall, in the absence of an ordinance, Fla. Stat. §218.415(16) (2016) restricts the City's Investment Program to only certain types of investments.¹

¹ "(16) AUTHORIZED INVESTMENTS; WRITTEN INVESTMENT POLICIES.—Those units of local government electing to adopt a written investment policy as provided in subsections (1)-(15) may by resolution invest and reinvest any surplus public funds in their control or possession in:

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OFFICE OF THE MAYOR

Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES

Anna C. Otiniano
Director

**CITY COUNCIL**

Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

(h) Other investments authorized by law or by ordinance for a county or a municipality.”

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9009-92027 [953,v5]



City of Plantation, Florida

Investment Portfolio Update &

Investment Policy Review

January 10, 2017



Investment Advisors

Steven Alexander, CTP, CGFO, CPPT, Managing Director
Richard Pengelly, CFA, CTP, Director
Rebecca Geyer, CTP, Senior Analyst
Sean Gannon, Analyst

PFM Asset Management LLC

One Keystone Plaza, Suite 300
North Front & Market Streets
Harrisburg, PA 17101-2044
(717) 232-2723
(717) 233-6073 fax

300 S. Orange Avenue, Suite 1170
Orlando, FL 32801
(407) 648-2208
(407) 648-1323 fax

Summary of 2016

2016 was marked by a volatile interest rate environment. Despite the challenging market, the City's Operating Reserve Fund achieved a return of 0.95%, equivalent to \$388,749.

Balances in the City's portfolio's were adjusted towards the investment portfolio to reduce excess liquidity and improve expected performance.

PFM performed an annual review to the City's investment policy and have made recommendations to the policy.

The total return calculation is for the period from 9/30/2015 to 9/30/2016. The dollar equivalent is determined assuming the portfolio's amortized cost value on 9/30/2015.

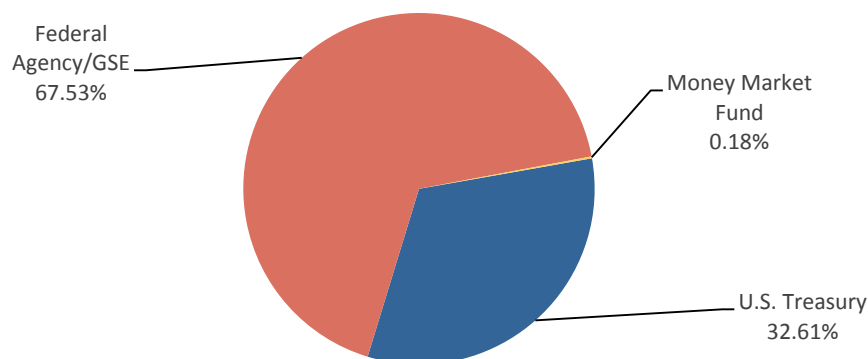
Summary of The City's Balances

	9/30/2016	9/30/2015
Operating Reserve Fund Portfolio*	\$86,688,595	\$40,920,985
Utility Fund Investment Portfolio*	13,531,829	19,196,076
Florida Prime	20,411,344	48,814,721
SunTrust Bank Account	8,624,243	15,354,062
Total	\$129,256,011	\$124,285,844

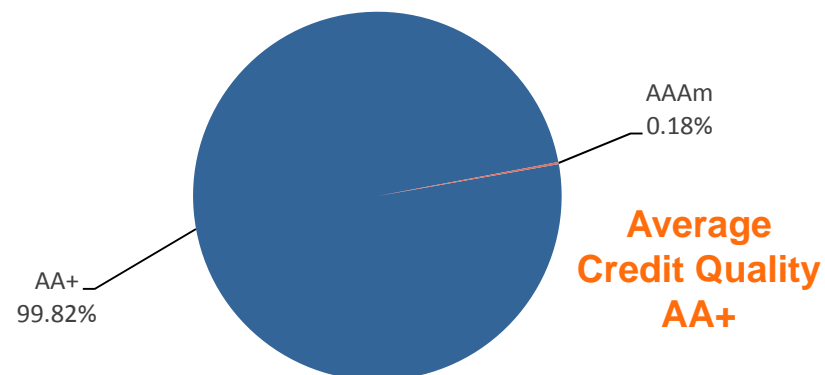
*Amortized Cost basis

PFM Managed Operating Reserve Fund Portfolio

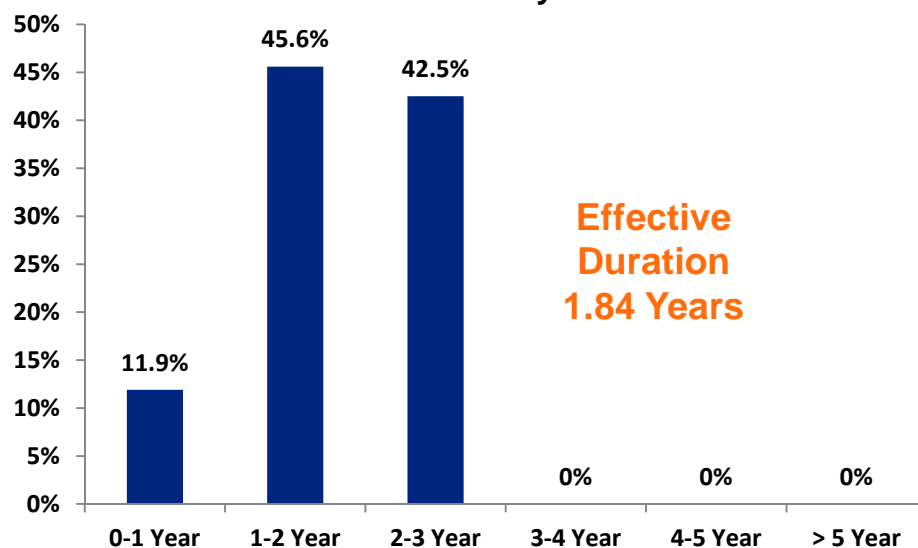
Sector Allocation



Credit Quality Distribution¹



Portfolio Maturity Distribution

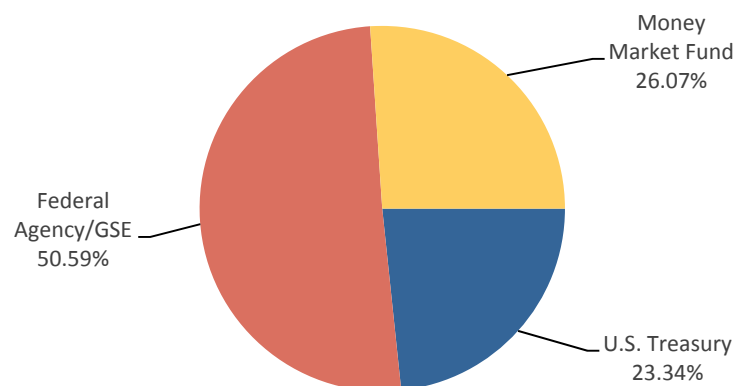


	Operating Reserve Fund Portfolio	Benchmark: 1-3 Yr U.S. Treasury/Agency
FY Total Return	0.95%	0.89%
Yield at Cost	0.91%	0.78%

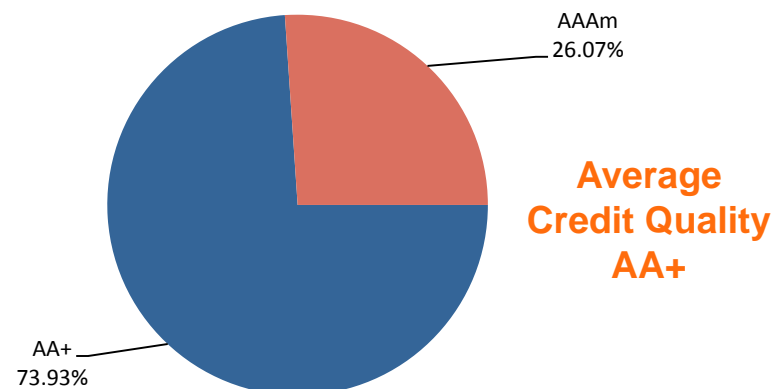
As of September 30, 2016. Standard & Poor's is the source of the credit ratings.

PFM Managed Utility Fund Portfolio

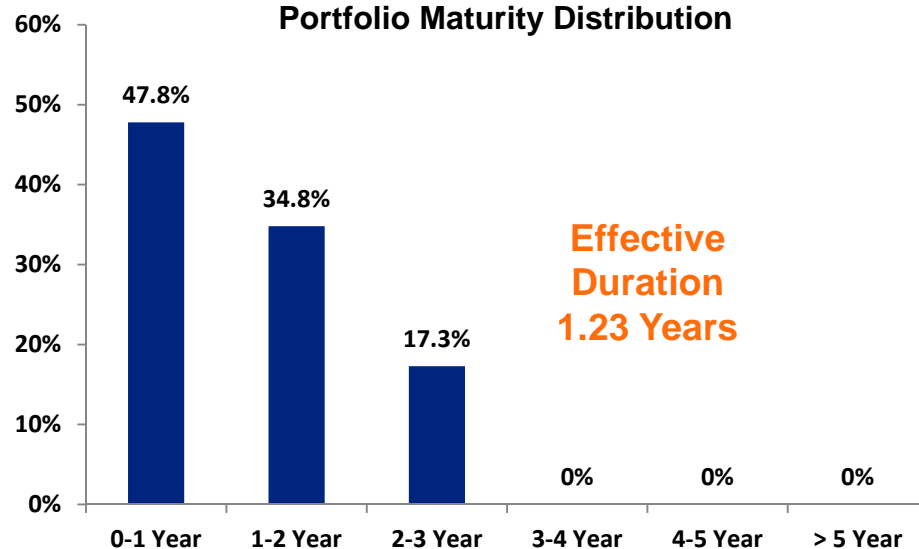
Sector Allocation



Credit Quality Distribution



Portfolio Maturity Distribution



Utility Fund Portfolio

Yield at Cost

0.82%

As of September 30, 2016. Standard & Poor's is the source of the credit ratings.

Section 218.415 Florida Statutes Requirements

Required Sections

- ✓ Scope
- ✓ Investment Objectives
- ✓ Performance Measurement
- ✓ Prudence and Ethical Standards
- ✓ Listing of Authorized Investments
- ✓ Maturity and Liquidity Requirements
- ✓ Portfolio Composition
- ✓ Risk and Diversification
- ✓ Authorized Investment Institutions and Dealers
- ✓ Third-Party Custodial Agreements
- ✓ Master Repurchase Agreement
- ✓ Bid Requirement
- ✓ Internal Controls
- ✓ Continuing Education
- ✓ Reporting

The City's Investment Policy contains all of the required sections per Section 218.415, Florida Statutes.

APT US & C Investment Policy Requirements

Required Sections

- ✓ Policy/Purpose
- ✓ Scope
- ✓ Prudence
- ✓ Objective (Safety, Liquidity, Yield)
- ✓ Delegation of Authority
- ✓ Ethics and Conflict of Interest
- ✓ Authorized Financial Dealers and Institutions
- ✓ Authorized & Suitable Investments
- ✓ Investment Pools/Mutual Funds Questionnaire
- ✓ Collateralization
- ✓ Safekeeping and Custody
- ✓ Diversification
- ✓ Maximum Maturities
- ✓ Internal Control
- ✓ Performance Standards
- ✓ Reporting
- ✓ Investment Policy Adoption
- ✓ Glossary

The City's Investment Policy contains all of the required sections necessary to be certified by the APT US & C.

GFOA 2016 Investment Policy Best Practices

Recommended Sections

- ✓ Scope and investment objectives
- ✓ Roles, responsibilities, and standards of care
- ✓ Suitable and authorized investments
- ✓ Investment diversification
- ✓ Safekeeping, custody, and internal controls
- ✓ Authorized financial institutions, depositories, and broker/dealers
- ✓ Risk and performance standards
- ✓ Reporting and disclosure standards

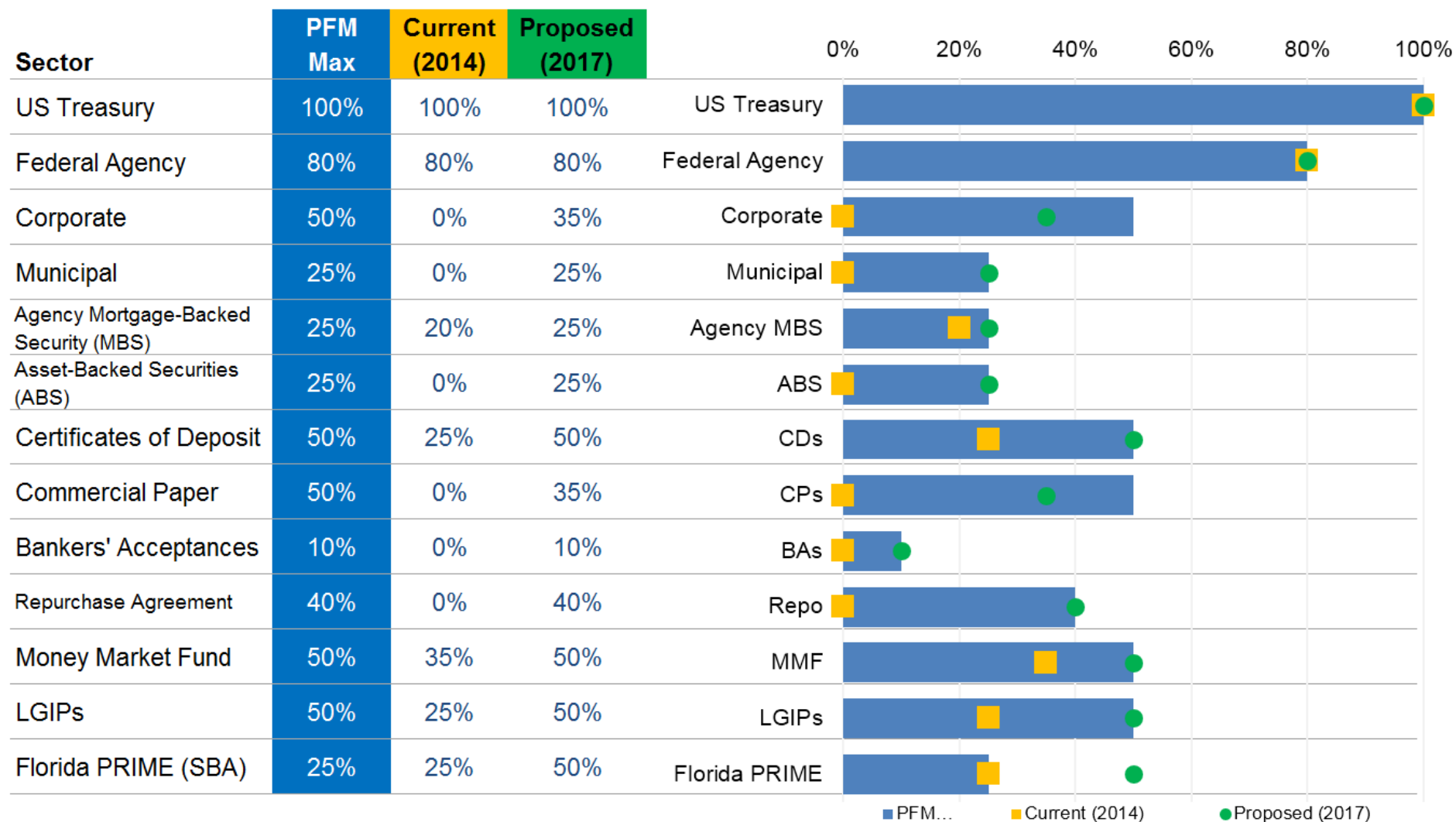
The City's Investment Policy contains all of the GFOA's best practice recommendations

Comparison of Florida City Investment Policies

Sector	Plantation (2014)	Plantation (Proposed)	Delray Beach (2012)	Hallandale Beach (2015)	Sarasota (2015)	City of Melbourne (2012)	City of Miami (2015)	City of Ocala (2013)	City of Palm Bay (2012)	Palm Beach Gardens (2013)	Town of Palm Beach (2014)	City of Titusville (2012)
SBA Florida PRIME	50%	50%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
U.S. Treasuries	100%	100%	100%	100%	100%	100%	100%	35%	100%	100%	100%	100%
Federal Agencies	80%	80%	80%	75%	75%	80%	75%	35%	80%	80%	80%	80%
Certificates of Deposit	25%	50%	10%	10%	50%	25%	10%	20%	40%	50%	50%	50%
Commercial Paper	0%	35%	25%	35%	35%	25%	35%	50%	25%	25%	35%	25%
Corporate Bonds	0%	35%	25%	35%	35%	15%	25%	50%	15%	25%	35%	25%
Municipal Obligations	0%	25%	20%	25%	25%	20%	25%	20%	20%	20%	20%	20%
Asset Backed Securities	0%	25%	0%	25%	50%	0%	10%	30%	0%	0%	0%	0%
SEC Registered Money Market Funds (Max Allocation / Max per Fund)	35%	50%	25%	20%	50%	50%	25%	30%	50%	50%	50%	50%
Local Government Investment Pools	25%	50%	25%	25%	25%	10%	25%	0%	25%	25%	50%	25%
Government Agency Mortgage - Backed Securities	20%	25%	20%	25%	10%	0%	25%	30%	20%	20%	0%	20%
Supranational Agencies	0%	0%	0%	0%	10%	0%	25%	15%	0%	0%	0%	0%

Representative sample of investment policy permitted investments. Each investment policy contains detailed requirements including additional permitted investments, maturity specifications and minimum ratings levels.

Suggested Changes in Allocation Limits



Recommendations

- ✓ The City's policy contains the necessary sections under Florida Statutes, the Association of Public Treasurers of the US & Canada model policy requirements, and the current GFOA investment policy best practices.
- ✓ To increase portfolio diversification, PFM recommends the City add credit exposure by including several new sectors (Corporate Notes, Commercial Paper, Municipal Securities, and Asset-Backed Securities).
- ✓ PFM recommends including two new additional questions on Attachment A – "Investment Pool/Fund Questionnaire" to account for recent changes in the SEC rules for money market funds. The new questions address whether a fund has a stable NAV or has the ability to impose redemption gates liquidity fees.

Disclosure

This material is based on information obtained from sources generally believed to be reliable and available to the public, however PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some but not all of which are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.



City of Plantation
City Council Chambers

Subject:

Resolution updating the investment policy to add authorized investments recommended by investment manager

Summary:

This item is sponsored by the Financial Services Department and the City's Investment Manager, PFM Asset Management LLC.

At the Council Meeting of January 10, 2017, the City Council approved at First Reading an Ordinance which expanded the list of authorized investments for the City's Investment Policy. This Ordinance is on tonight's Consent Agenda for Second and Final Reading. Assuming this Ordinance passes, the revisions to the Investment Policy will need to be approved by Resolution.

Attached, please find a draft Resolution for this purpose along with the updated, draft Investment Policy. The Resolution has been updated in Lines 12-28 to reflect the Council's anticipated decision on the Ordinance on Second reading, and to more clearly set forth Staff and Investment Manager authority in Section 3 (Lines 39-53).

If any of you have any questions or comments, please do not hesitate to contact me or Mr. Pengelly. Please note that the Administration has not requested that Mr. Pengelly attend the Council Meeting of January 25, 2017.

This matter is now ready for consideration as an Administrative Item.

ATTACHMENTS:

Description

Resolution

Upload Date

1/19/2017

Type

Cover Memo

Staff Report Memo	1/18/2017	Cover Memo
CM Stoner requested updates - Draft Investment Policy	1/19/2017	Cover Memo
Updated Draft Investment Policy	1/19/2017	Cover Memo

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PLANTATION, FLORIDA, PERTAINING TO THE SUBJECT OF PUBLIC FINANCE; APPROVING AN AMENDED INVESTMENT POLICY AND AUTHORIZING THE MAYOR, CHIEF ADMINISTRATIVE OFFICER, DIRECTOR OF FINANCIAL SERVICES, AND INVESTMENT MANAGER TO ACT AND INVEST IN ACCORDANCE THEREWITH; PROVIDING FINDINGS; PROVIDING FOR SAVINGS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the City approved an Investment Policy by promulgating Resolution No. 12001, but at that time did not have a Code provision authorizing investments, and therefore, was restricted to making investments identified in Paragraphs (a)-(g) of Subsection 218.415(16), Florida Statutes; and,

WHEREAS, the City has reviewed its current Investment Policy and considered the advice of its Investment Manager, PFM Asset Management, LLC, a Delaware Limited Liability Company; and,

WHEREAS, in accordance with the advice of the Investment Manager and Paragraph (h) of Subsection 218.415(16), Florida Statutes, the City enacted Ordinance No. _____ which authorized additional investments other than those identified in Paragraphs (a)-(g) of Subsection 218.415(16), Florida Statutes; and,

WHEREAS, in accordance with the advice of the Investment Manager, the City now wishes to amend its Investment Policy, and authorize certain City officers and employees and the Investment Manager to act in accordance therewith as contemplated by Subsection 218.415(16), Florida Statutes;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA, THAT:

SECTION 1: The foregoing findings are hereby approved.

SECTION 2: The draft Investment Policy attached hereto as Exhibit "1" is hereby approved. The Administration and Director of Financial Services are authorized to finalize this draft and sign same.

SECTION 3: The Mayor, Chief Administrative Officer, Director of Financial Services, and Investment Manager are authorized to take such actions as are authorized and contemplated for each of them as set forth in the Investment Policy (including making investments consistent with the terms thereof), without the necessity of additional and specific authorizing resolutions from the City Council. As required by Section IV of the Investment Policy, the day-to-day management responsibility of funds in the long-term core investment program and investment transactions is hereby delegated to the Investment Manager.

This Section 3 constitutes the authorization by resolution to make investments in accordance with the Investment Policy which is contemplated by Subsection 218.415(16), Florida Statutes; however, in

cases where a specific statutory section other than Section 218.415, Florida Statutes, requires a specific and additional resolution of the City Council prior to making a specific investment (e.g. Section 218.407, Florida Statutes [prior to investing in the Local Government Surplus Trust Fund]), such additional resolution of the City Council will remain necessary to fulfill such other statutory requirement.

SECTION 4: All resolutions approving prior versions of an Investment Policy are superseded by this Resolution; provided however, that all actions taken while such prior versions of the Investment Policy were in effect are hereby ratified.

SECTION 5: Should any section, paragraph, sentence, clause, phrase or other part of this Resolution (or the Investment Policy hereby approved) be declared or determined by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution (or the Investment Policy hereby approved) as a whole or any portion or part thereof, other than the part so declared to be invalid; furthermore, such decision shall not affect the validity of investments made in accordance with the Investment Policy prior to the date the Final Judgment is rendered.

SECTION 6: This Resolution shall become effective after passage by the City Council and signature by the Mayor.

PASSED AND ADOPTED by the City Council this _____ day of _____, 2017.

SIGNED by the Mayor this _____ day of _____, 2017.

MAYOR
DIANE VELTRI BENDEKOVIC

ATTEST:

CITY CLERK

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Resolution was received by the Office of the City Clerk and entered into the Public Record this _____ day of _____, 2017.

Susan Slattery, City Clerk

[1038]9009-92027,v4

APPROVED _____ DATE _____
REQUESTED BY: _____
DEPT. OK: _____
ADMIN. OK: _____
ATTY. OK: _____
AS TO FORM ONLY

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director



CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

MEMORANDUM

To: Mayor and Members of the City Council

From: Anna Otiniano, Financial Services Director

Date: January 25, 2017

Copies: Richard Pengelly, PFM Asset Management LLC

Re: Investment Policy

This item is sponsored by the Financial Services Department and the City's Investment Manager, PFM Asset Management LLC.

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If any of you have any questions or comments, please do not hesitate to contact me or Mr. Pengelly. Please note that the Administration has not requested that Mr. Pengelly attend the Council Meeting of January 25, 2017.

This matter is now ready for consideration as an Administrative Item.

9009-92027 [1085]

DRAFT

Draft Date ~~September 27, 2016~~ ~~October 26, 2016~~ ~~November 26, 2014~~

**Investment Policy
City of Plantation, Florida**



Plantation
the grass is greener®

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APPENDIX: Glossary of Cash and Investment Management Terms

ATTACHMENT A: Investment Pool/Fund Questionnaire

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Investment Policy City of Plantation, Florida

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I. PURPOSE

The purpose of this Investment Policy (hereinafter "Policy") is to set forth the investment objectives and parameters for the management of public funds of City of Plantation, Florida (hereinafter "City"). This ~~Policy~~ Policy is intended to provide the Financial Services Director or Investment Manager sufficient latitude to effectively manage the City's financial assets so as to protect the City's principal investment, provide sufficient liquidity for operational needs and maximize the return on investments within an acceptable exposure to risk. In addition, this Policy is designed to safeguard the City's funds, ensure the availability of operating and capital funds when needed, and provide for an investment return competitive with comparable funds and financial market indices. In an effort to accomplish the aforementioned, this ~~policy~~ Policy identifies various portfolio parameters addressing investment instruments, issuer diversification, maturity constraints, investment ratings, and liquidity.

II. SCOPE

In accordance with ~~Plantation Ordinance No. 1512~~ Sec. 2-295, Plantation City Code and Section 218.415, Florida Statutes, this Policy applies to all funds held or controlled by the City in excess of those required to meet current expenses. "Current expenses" means known cash needs and anticipated cash flow requirements for the short term. "Short Term" means a maximum of six (6) months of operation.

This Policy does not apply to the City's funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, this Policy does not apply to funds ~~not~~ under investment control of the City, such as, the Police, Firefighters and the General Employees Pension Funds.

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Cash and investment balances in excess of those required to meet current expenses for the short term are referenced in this Policy "~~a~~ Available funds".

III. INVESTMENT OBJECTIVES

Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. Each investment transaction shall be entered into with every effort to prevent capital losses, whether they are from securities defaults, theft, or the impact of adverse market conditions. The City's objective is to maintain sufficient liquidity to enable the City to meet operating requirements, which might be reasonably anticipated. It is the intent of this Policy, and it shall be so construed notwithstanding anything to the contrary, to place the highest priority on the safety of principal and liquidity of funds. The optimization of investment returns shall be secondary to the safety of principal and liquidity of funds. The City will strive to maximize the return on the portfolio (subject to the objectives of preserving the safety of capital and liquidity of funds) and ~~to preserve the purchasing power but will avoid assuming~~ unreasonable investment risk. The City will employ mechanisms to reduce risks by diversifying

its investments between specific security types and individual financial institutions. Funds of the City will be invested in accordance with Florida law, Plantation's local law, ~~these policies~~ this Policy, and written administrative procedures.

Safety of Principal

The first of the two foremost objectives of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Maintenance of Liquidity

The second of the two foremost objectives of this investment program is maintenance of liquidity. The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements. Periodic cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

Return on Investment

Investment Portfolios shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. However, return is attempted through active management where the Investment Manager utilizes a total return strategy (which includes both realized and unrealized gains and losses in the portfolio). This total return strategy seeks to increase the value of the portfolio through reinvestment of income and capital gains. The core of investments shall be focused on being limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. An Investment Manager may trade to recognize a loss from time to time to achieve a perceived relative value based on the trade's potential to enhance the total return of the portfolio.

IV. DELEGATION OF AUTHORITY

The responsibility for providing oversight in regards to the management of the investment program resides with the Financial Services Director, who shall be the City investment official, and who from time to time report to the Mayor and Chief Administrative Officer. The day to day management responsibility for all City funds in the long-term core investment program and investment transactions may be delegated to the City's Investment Manager, who has been afforded discretionary authority in executing investment transactions, in accordance with the terms of this investment Policy. Any such delegation shall be approved by Resolution of the City Council. However, in no way shall any such delegation of authority diminish the responsibility of the Financial Services Director to provide oversight for the City's investment program and report any deviations from the provisions of the investment Policy to the Mayor and Chief Administrative Officer. The City's Financial Services Director will further be responsible for the transferring of appropriate funds to affect investment transactions as recommended by the City's Investment Manager or for the long-term core investment program. In employing an Investment Manager to manage the City's investment long-term portfolio, such Investment Manager or firm must be registered under the Investment Advisors Act of 1940.

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No person may engage in an investment transaction of ~~available funds~~ Available Funds (to which this Policy applies) except as provided under the terms of this Policy and the procedures so established, except in the extraordinary circumstances where specifically requested in writing by the Financial Services Director (which shall detail the extraordinary circumstances) and where authorized in writing in advance by the Mayor and Chief Administrative Officer after the written recommendation of the Investment Manager. Positions authorized as investment signatories for Plantation are the Mayor, Chief Administrative Officer, Financial Services Director, and the Investment Manager. The persons holding these positions: Mayor, Chief Administrative Officer, and Financial Services Director are also authorized to initiate or approve a wire transfer transaction in accordance with applicable policies and procedures.

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V. STANDARDS OF PRUDENCE

The standard of prudence to be used by the City shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. The City Investment Official acting in accordance with written procedures and this Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the Mayor and Chief Administrative Officer in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this Policy. The "Prudent Person" rule states the following:

Investments ~~shall~~ should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

Any Firm or any person who is not a City officer, official, or employee that is retained to invest, monitor, or advise concerning the investment of available funds Available Funds under this Policy (herein, the "Investment Manager") shall exercise the higher standard of prudence known as the "Prudent Expert", or such increased degree of care and prudence as may be otherwise set

part in glossary appendix

forth in the retention agreement. The "Prudent Expert" standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the contractor shall exercise the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

The "Prudent Person" rule will be applied in the context of managing the overall portfolio. The Financial Services Director, acting in accordance with the written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

VI. ETHICS AND CONFLICTS OF INTEREST

A. City Officers, Officials, and Employees are subject to the requirements of Part III, Chapter 112, Florida Statutes, concerning the "Code of Ethics for Public Officers and Employees," and Investment Managers, involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the City's investment program, or which could impair their ability to make impartial investment decisions.

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B. Also, the Director of Financial Services and Investment Managers involved in the investment process shall disclose to the Mayor and Chief Administrative Officer and City Council in writing any material interests in financial institutions that conduct business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment program. "Material interest in financial institutions" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any financial institution. "Material personal financial/investment positions" means a financial or investment position in excess of percent of the Net Worth of the Director of Financial Services or the Net Assets of the Investment Manager, as appropriate. Appearances of conflict and conflicts of under this provision B may only be waived by the City Council, and the City Council may attach conditions and requirements for any such waiver

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A-C. The Investment Manager shall also disclose in writing to the Mayor and Chief Administrative Officer any instances where the Investment Manager may provide any services for any financial institution, fund, portfolio, trust, business entity, or not for profit entity in which or for which an investment is being considered, including how such Manager is compensated for such services. The Investment Manager shall to the best of its knowledge, also make similar disclosures to the Mayor and Chief Administrative Officer when its parent, affiliates, or subsidiaries are providing such services.

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The City is aware that the Investment Manager does advise and manage other funds and investments. The Mayor or Chief Administrative Officer may waive appearances of conflicts or conflicts under this provision C. The Mayor or Chief Administrative Officer may establish conditions and requirements for any such waiver. The City Council may also waive appearances of conflict and conflicts under this provision C, and may attach conditions and

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requirements for any such waiver

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Financial Services Director or designee shall establish a system of internal controls and operational procedures that are in writing and made a part of the City's finances operational procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping/custodial, repurchase agreements, separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and "delivery-vs-payment" procedures. No person may engage in an investment transaction except as authorized under the terms of this Policy. Employees or contractors involved in the investment process shall adhere to the Internal Control Policy of the City.

Independent auditors as a normal part of the annual financial audit to the City shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

The current edition of the Internal Control Policy shall be dated and kept on file with the Office of the City Clerk with this Policy. As indicated above, the Internal Control Policy may be amended from time to time without requiring a concomitant re-approval of this Policy.

VIII. CONTINUING EDUCATION

The Financial Services Director shall annually complete 8 hours of continuing education in subjects or course of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

The Financial Services Director shall only purchase securities from Qualified Financial Institutions and investment institutions that are designated as Primary Dealers by the Federal Reserve Bank of New York. The Financial Services Director shall only enter into repurchase agreements with financial institutions that are Qualified Institutions and Primary Dealers as designated by the Federal Reserve Bank of New York. The Financial Services Director shall maintain a list of financial institutions and broker/dealers that are approved for investment purposes and only firms meeting the following requirements will be eligible to serve as Qualified Institutions:

- 1) Regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule);
- 2) Capital of no less than \$10,000,000;
- 3) Registered as a dealer under the Securities Exchange Act of 1934;
- 4) Member of the Financial Industry Regulatory Authority, Inc. (FINRA);
- 5) Registered to sell securities in Florida;
- 6) The firm and assigned broker have been engaged in the business of effecting transactions in U.S. government and agency obligations for at least five (5) consecutive years.

- 7) Public Depositories qualified by the Treasurer of the State of Florida, in accordance with Chapter 280, Florida Statutes.

The City's Investment Manager shall utilize and maintain its own list of approved primary and non-primary dealers.

All brokers, dealers and other financial institutions deemed to be Qualified Institutions shall be provided with current copies of the City's Investment Policy. A current audited financial statement is required to be on file for each financial institution and broker/dealer with which the City transacts business.

X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements.

A. Maturity Guidelines

Securities purchased by or on behalf of the City shall have a final maturity of five (5) years or less from the date of settlement. The overall weighted average duration of principal return for the entire portfolio shall be less than three (3) years. The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement.

B. Liquidity Requirements

The investment portfolio shall be structured in such a manner as to provide sufficient liquidity to pay obligations as they become due.

- (1) The Financial Services Director shall determine the approximate amount of funds required to meet the current expenses of the City.
- (2) All funds in the depository bank may be "swept" each night into a fully collateralized repurchase agreement or money market fund. In order to have an available source of funds to meet unexpected cash requirements, a minimum of two months operating expenses will be invested within an overnight investment vehicle such as a "AAA" rated money market fund or open market securities rated in the two highest rating categories by a NRSRO, "AA" or better and maturity of 60 days or less.
- (3) The amount of City funds in excess of those required to meet current expenses, reduced by the two (2) month reserve calculated in subsection (1) above, will be available for investment according to the guidelines incorporated within this Policy.

XI. RISK AND DIVERSIFICATION

Assets held shall be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instruments, dealer, or bank through which these instruments are bought and sold. The Financial Services Director shall determine diversification strategies within the established guidelines.

XII. MASTER REPURCHASE AGREEMENT

The Financial Services Director will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the SIFMA Master Repurchase Agreement.

XIII. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Financial Services Director and/or the City's Investment Manager has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) qualified banks and/or approved broker/dealers must be contacted and asked to provide bids/offers on securities in question. To the greatest extent allowable by law, Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected.

However, if obtaining bids/offers are not feasible and appropriate, securities may be purchased/sold utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

- A. Tradeweb;
- B. Bloomberg Information Systems;
- C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing; or
- D. Daily market pricing provided by the City's custodian or their correspondent institutions.

Examples of when this method may be used include:

- A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process;
- B. When no active market exists for the issue being traded due to the age or depth of the issue;
- C. When a security is unique to a single dealer, for example, a private placement; or
- D. When the transaction involves new issues or issues in the "when issued" market.

Overnight sweep investment instruments will not be bid, but may be placed with the City's depository bank relating to the demand account for which the investment instrument was purchased.

XIV. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the City's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Financial Services Director and/or the City's Investment Manager may sell the investment at the then-prevailing market price and place the proceeds into the proper account with the City's custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary by the Financial Services Director and/or the City's Investment Manager. The City shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment, at the time of purchase. Investments not listed in this Policy are prohibited unless specifically approved by the City Council by Resolution. The following requirements do not apply to funds derived from the sale of debt.

Permitted Investments

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Security	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement ¹	Maximum Maturity
U.S. Treasury	100%	100%	N/A	5 Years (5 Years max. life ² for GNMA)
GNMA		40%		
Other U.S. Government Guaranteed (e.g. AIG, GIC)		10%		
Federal Agency GSE FNMA, FHLMC, FHLB, FICB*	60%	40%	N/A	5 Years
Federal Agency GSE other than those above		10%		
Corporates	25%	5%	Highest S&P or Three Highest I.I. Rating Categories (A-1 P-1, A-32 or equivalent)	5 Years
Municipals	25%	5%	Highest S&P or Three Highest I.I. Rating Categories (S&P: A-MIG-1, A-32, or equivalent)	5 Years
Agency Mortgage Backed Securities (MBS)	25%	40%	N/A	5 Years Avg. Life ³
Asset Backed Securities (ABS)	25%	5%	Highest S&P I.I. Rating (A-1, P-1, AAA Am. or equivalent)	5 Years Avg. Life ³

Security	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Rating Requirement ¹	Maximum Maturity
Non-Responsible Collateralized Bank Deposits or Savings Accounts	50%	None, if fully collateralized 50%	None, if fully collateralized.	2 Years
Commercial Paper (CP)	25%	5%	Highest S.I. Rating Category (A-1, P-1, or equivalent)	270 Days
Bankers' Acceptances (BAs)	10%	5%	Highest S.I. Rating Category (A-1, P-1, or equivalent)	180 Days
Repurchase Agreements (RPs or RPs)	40%	25%	Counterparty, if the counterparty is not rated by an NRSRO, then the counterparty's payment must be rated in the Highest S.I. Rating Category (A-1, P-1, or equivalent) If the counterparty is a Federal Reserve Bank, no rating is required.	1 Year
Money Market Funds (MMFs)	50%	25%	Highest Fund Rating by all NRSROs who rate the fund (AAA Am/Am-infr, or equivalent)	NA
Intergovernmental Pools (IGPs)	50%	25%	Highest Fund Quality and Volatility Rating Categories by all NRSROs who rate the IGPs (AAA or AAA-M, or equivalent)	NA
Florida Local Government Surplus and Trust Funds (Florida Pools)	50%	NA	Highest Fund Rating by all NRSROs who rate the fund (AAA Am/Am-infr, or equivalent)	NA

Notes:

¹ Rating by at least one S.I. Registered Nationally Recognized Statistical Rating Organization ("NRSRO"), unless otherwise noted. S.I., Short-term; L.I., Long-term.

² Maximum allocation to all corporate and bank credit instruments is 50% or not used.

³ Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%.

⁴ The maturity limit for MBS and ABS is based on the estimated average life at time of settlement, measured using Bloomberg or other industry standard methods.

⁵ Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), Federal Home Loan Bank or its District banks (FHLB), Federal Farm Credit Bank (FFCB).

- 1) U.S. Treasury & Government Guaranteed - U.S. Treasury obligations, and obligations the principal and interest of which are backed or guaranteed by the full faith and credit of the U.S. Government.
- 2) Federal Agency/GSE - Debt obligations, participations or other instruments issued or fully guaranteed by any U.S. Federal agency, instrumentality or government-sponsored enterprise (GSE).
- 3) Corporates - U.S. dollar denominated corporate notes, bonds or other debt obligations issued or guaranteed by a domestic corporation, financial institution, non-profit, or other entity.
- 4) Municipals - Obligations, including both taxable and tax-exempt, issued or guaranteed by any State, territory or possession of the United States, political subdivision, public corporation, authority, agency board, instrumentality, or other unit of local government of any State or territory.

⁶ - Suggest a revision - as written the implication is that there is no maximum if the obligation is not fully collateralized.

- 5) Agency Mortgage Backed Securities - Mortgage-backed securities (MBS), backed by residential, multi-family or commercial mortgages, that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise, including but not limited to pass-throughs, collateralized mortgage obligations (CMOs) and REMICs.
- 6) Asset-Backed Securities - Asset-backed securities (ABS) whose underlying collateral consists of loans, leases or receivables, including but not limited to auto loans, leases, credit card receivables, student loans, equipment loans, leases, or home-equity loans.
- 7) Non-Negotiable Certificate of Deposit and Savings Accounts - Non-negotiable interest bearing time certificates of deposit, or savings accounts in banks organized under the laws of this state or in national banks organized under the laws of the United States and doing business in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.
- 8) Commercial Paper - U.S. dollar denominated commercial paper issued or guaranteed by a domestic corporation, company, financial institution, trust or other entity, only unsecured debt permitted.
- 9) Bankers' Acceptances - Bankers' acceptances issued, drawn on, or guaranteed by a U.S. bank or U.S. branch of a foreign bank.
- 10) Repurchase Agreements - Repurchase agreements (Repo or RP) that meet the following requirements:
- Must be governed by a written SIFMA Master Repurchase Agreement which specifies securities eligible for purchase and resale, and which provides the unconditional right to liquidate the underlying securities should the Counterparty default or fail to provide full timely repayment.
 - Counterparty must be a Federal Reserve Bank, a Primary Dealer as designated by the Federal Reserve Bank of New York, or a nationally chartered commercial bank.
 - Securities underlying repurchase agreements must be delivered to a third party custodian under a written custodial agreement and may be of deliverable or tri-party form. Securities must be held in the City's custodial account or in a separate account in the name of the City.
 - Acceptable underlying securities include only securities that are direct obligations of, or that are fully guaranteed by, the United States or any agency of the United States, or U.S. Agency-backed mortgage related securities.
 - Underlying securities must have an aggregate current market value of at least 102% (or 100% if the counterparty is a Federal Reserve Bank) of the purchase price plus current accrued price differential at the close of each business day.
 - Final term of the agreement must be 1 year or less.

11) Money Market Funds - Shares in open-end and no-load money market mutual funds, provided such funds are registered under the Investment Company Act of 1940 and operate in accordance with Rule 2a-7.

A thorough investigation of any money market fund is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool fund. A current prospectus must be obtained.

12) Local Government Investment Pools - State, local government or privately-sponsored investment pools that are authorized pursuant to state law.

A thorough investigation of any intergovernmental investment pool is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool fund. A current prospectus must be obtained.

13) The Florida Local Government Surplus Funds Trust Funds ("Florida Prime") - A thorough investigation of the Florida Prime is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool fund. A current prospectus and portfolio report must be obtained.

14) Other Investments - To the extent not included above, the City may also invest in any investment authorized by Fla. Stat. §218.415 (16) (2016), as amended, or as may otherwise be specifically authorized by any other statutory provision, except when in conflict with this Policy.

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General Investment and Portfolio Limits

1. General investment limitations:

- a. Investments must be denominated in U.S. dollars and issued for legal sale in U.S. markets.
- b. Minimum ratings are based on the highest rating by any one Nationally Recognized Statistical Ratings Organization ("NRSRO"), unless otherwise specified.
- c. All limits and rating requirements apply at time of purchase.
- d. Should a security fall below the minimum credit rating requirement for purchase, the Investment Advisor will notify the Financial Services Director.
- e. The maximum maturity (or average life for MBS/ABS) of any investment is 5-50 years. Maturity and average life are measured from settlement date. The final maturity date can be based on any mandatory call, put, pre-refunding date, or other mandatory redemption date.

2. General portfolio limitations:

- a. The maximum effective duration of the aggregate portfolio is 3 years.

3. Investment in the following are permitted, provided they meet all other Policy requirements:

- a. Callable, step-up callable, called, pre-refunded, puttable and extendable securities, as long as the effective final maturity meets the maturity limits for the sector
- b. Variable-rate and floating rate securities
- c. Subordinated, secured and covered debt, if it meets the ratings requirements for the sector
- d. Zero coupon issues and strips, excluding agency mortgage-backed interest-only structures (IOs)
- e. Treasury TIPS

4. The following are NOT PERMITTED investments, unless specifically authorized by statute and with prior approval of the governing body:

- a. Trading for speculation
- b. Derivatives (other than callables and traditional floating or variable-rate instruments)
- c. Mortgage-backed interest-only structures (IOs)
- d. Inverse or leveraged floating rate and variable-rate instruments
- e. Currency, equity, index and event-linked notes (e.g. range notes), or other structures that could return less than par at maturity
- f. Private placements and direct loans, except as may be legally permitted by Rule 144A or commercial paper issued under a 4(2) exemption from registration
- g. Convertible, high yield, and non-U.S. dollar denominated debt
- h. Short sales
- i. Use of leverage
- j. Futures and options
- k. Mutual funds, other than fixed-income mutual funds and ETFs, and money market funds
- l. Equities, commodities, currencies and hard assets

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Florida PRIME	AAA+m	N/A	25%	N/A
United States Government Securities	N/A	5-Years	100%	N/A
United States Government Agencies	N/A	5-Years	50%	10%
Federal Instrumentalities (United States Government Sponsored Enterprises ("GSE"))	N/A	5-Years	80%	40%
Non-Negotiable Interest-Bearing Time Deposit or Saving Accounts	N/A	1-Year	25%	15%
Registered Investment Companies (Money Market Mutual Funds)	AAA+m	N/A	35%	15%
Intergovernmental Investment Pool	AAA	N/A	25%	N/A

~~A. THE FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND (FLORIDA PRIME)~~

~~1. Purchase Authorization~~

~~Florida Local Government Surplus Funds Trust Fund (Florida PRIME)~~

~~2. Portfolio Composition~~

~~A maximum of 25% of available funds may be invested in the Florida PRIME.~~

~~3. Rating Requirements~~

~~The Florida PRIME shall be rated "AAA+m" by Standard & Poor's or the equivalent by another Nationally Recognized Statistical Rating Organizations (NRSROs).~~

~~4. Due Diligence Requirements~~

~~A thorough investigation of the Florida PRIME is required prior to investing, and on a continual basis. Attachment A is a questionnaire that contains a list of questions, to be answered prior to investing, that covers the major aspects of any investment pool.~~

~~B. UNITED STATES GOVERNMENT SECURITIES~~

~~1. Purchase Authorization~~

~~Negotiable direct obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:~~

~~Cash Management Bills~~

~~Treasury Securities - State and Local Government Series ("SLGS")~~

~~Treasury Bills~~

~~Treasury Notes~~

~~Treasury Bonds~~

~~Treasury Strips~~

~~2. Portfolio Composition~~

~~A maximum of 100% of available funds may be invested in the United States Government Securities with the exception of Treasury Strips which are limited to 10% of available funds.~~

~~3. Maturity Limitations~~

~~The maximum length to maturity of any direct investment in the United States Government~~

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Securities is five (5) years from the date of settlement.

C. UNITED STATES GOVERNMENT AGENCIES

1. Purchase Authorization

Bonds, debentures, notes or callables issued or guaranteed by the United States Government agencies provided such obligations are backed by the full faith and credit of the United States Government. This includes adjustable and fixed rate mortgage backed securities. The adjustable interest rate securities are to only adjust to the US treasury indices. Such securities will include, but not be limited to the following:

United States Export-Import Bank

Direct obligations or fully guaranteed certificates of beneficial ownership

Farmer Home Administration

Certificates of beneficial ownership

Federal Financing Bank

Discount notes, notes and bonds

Federal Housing Administration Debentures

Government National Mortgage Association (GNMA)

GNMA guaranteed mortgage backed bonds

GNMA guaranteed pass-through obligations

General Services Administration

United States Maritime Administration Guaranteed

Title XI Financing

New Communities Debentures

United States Government guaranteed debentures

United States Public Housing Notes and Bonds

United States Government guaranteed public housing notes and bonds

United States Department of Housing and Urban Development

Project notes and local authority bonds

2. Portfolio Composition

A maximum of 50% of available funds may be invested in United States Government agencies.

3. Limits on Individual Issuers

A maximum of 10% of available funds may be invested in individual United States Government agencies.

4. Maturity Limitations

The maximum length to maturity for an investment in any United States Government agency security is five (5) years from the date of settlement.

D. FEDERAL INSTRUMENTALITIES (UNITED STATES SPONSORED ENTERPRISES (GSE))

1. Purchase Authorization

Bonds, debentures, notes or callables issued or guaranteed by United States Government Sponsored Enterprises (Federal Instrumentalities), which are non full faith and credit agencies. These are limited to the following:

Federal Farm Credit Bank (FFCB)

Federal Home Loan Bank or its City banks (FHLB)

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Federal National Mortgage Association (FNMA)
~~Federal Home Loan Mortgage Corporation (Freddie Macs) including Federal Home Loan
Mortgage Corporation participation certificates~~

2. Portfolio Composition

A maximum of 80% of available funds may be invested in Federal Instrumentalities.

3. Limits on Individual Issuers

A maximum of 40% of available funds may be invested in any one issuer.

4. Maturity Limitations

The maximum length to maturity for an investment in any Federal Instrumentality security is five (5) years from the date of settlement.

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~~E. NON NEGOTIABLE INTEREST BEARING TIME DEPOSIT OR SAVING ACCOUNTS~~

~~1. Purchase Authorization~~

~~Non-negotiable interest-bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and or in national banks organized under the laws of the United States and doing business and situated in the State of Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.~~

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~~2. Portfolio Composition~~

~~A maximum of 25% of available funds may be invested in non negotiable interest-bearing time certificates of deposit or savings account.~~

~~3. Limits on Individual Issuers~~

~~A maximum of 15% of available funds may be deposited with any one issuer.~~

~~4. Limits on Maturities~~

~~The maximum maturity on any certificate of deposit shall be no greater than one (1) year from the date of settlement.~~

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~~F. REGISTERED INVESTMENT COMPANIES (MONEY MARKET MUTUAL FUNDS)~~

~~1. Investment Authorization~~

~~Shares in open end, no load provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. § 270.2a-7~~

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~~2. Portfolio Composition~~

~~A maximum of 35% of available funds may be invested in money market funds.~~

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~~3. Limits of Individual Issuers~~

~~A maximum of 15% of available funds may be invested with any one money market fund.~~

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~~4. Rating Requirements~~

~~The money market funds shall be rated "AAA" by Standard & Poor's, or the equivalent by another NRSRO.~~

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~~5. Due Diligence Requirements~~

~~A thorough review of any money market fund is required prior to investing and on a continual basis. Attachment A is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool.~~

~~G. INTERGOVERNMENTAL INVESTMENT POOL~~

~~1. Investment Authorization~~

~~Intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes and provided that said funds contain no derivatives.~~

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~~2. Portfolio Composition~~

A maximum of 25% of available funds may be invested in intergovernmental investment pools.

~~3. Rating Requirements~~

The money-market funds shall be rated "AAA" by Standard & Poor's, or the equivalent by another NRSRO.

~~4. Due Diligence Requirements~~

A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. Attachment A is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool.

~~H. OTHER INVESTMENTS. To the extent not included above, the City may also invest in any investment authorized by Fla. Stat. §218.415 (16) (2016), as amended, or as may otherwise be specifically authorized by any other statutory provision, except when in conflict with this Policy.²~~

5. ~~AUTHORIZED DEVIATIONS~~ Authorized Deviations: —Although the Investment Manager is granted discretionary authority to make investment decisions within the parameters of the investment Policy, the following guidelines should be applied regarding sector allocation percentages:

Nature of change to current asset allocation	Approval required
Any change which would exceed Policy maximums by less than or equal to 10%	Financial Services Director and Mayor or Chief Administrative Officer,
Any change which would exceed Policy maximums by more than ten percent (10%)	City Council

~~Less than or equal to 10%, does not exceed Policy maximums~~ — ~~Investment Manager~~ only

~~Greater than 10%, does not exceed Policy maximums~~ — ~~Financial Services Director~~

~~Any change which would exceed Policy maximums by less than or equal to 10%~~ — ~~Financial Services Director and Mayor or Chief Administrative Officer,~~
~~City Council~~

~~by more than ten percent (10%)~~ — ~~City Council¹~~

¹ — City Attorney suggests keeping this in case the statute is amended to allow something not currently in the Policy.

² — City Attorney notes that the current Policy requires Council approval for deviations of more than 10%. The suggestion by the

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~~To the extent not included above, the City may also invest in any investment authorized by Fla. Stat. §218.415 (16) (2014), as amended. These investments may be ratified or authorized by Resolution.~~

The Financial Services Director and the Investment Manager also recognizes that the City's investment ~~policy~~ Policy should be a document that is reviewed periodically to coincide with current financial market conditions. As such, it is the responsibility of the Investment Manager in conjunction with the Financial Services Director, upon the review of quarterly and annual investment reports, as well as knowledge of current financial market conditions to periodically recommend changes in investment ~~strategies~~ policies (i.e. maximum percentage allocations sector, subsector, issuer), as deemed necessary. Such recommendations will be communicated to the City Council by way of the Mayor, for formal approval.

XV. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

The City may not invest in investment products that include the use of derivatives ~~unless otherwise listed in Section XIV~~. A "derivative" is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. Reverse repurchase agreements are not permitted by this Policy.

XVI. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolios' performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the City to measure its returns against other investors in the same markets.

- A. The short-term investment portfolio shall be designed with the annual objective of exceeding the return of the Standard & Poor's GIP Index Government 30-Day Gross of Fees Yield. Investments of current operating funds shall have maturities of no longer than twelve (12) months.
- B. The long-term investment portfolio shall be designed with the annual objective of exceeding the return of the BofA Merrill Lynch 1-3 Year Treasury/Agency Index compared to the portfolio's total rate of return. The BofA Merrill Lynch 1-3 Year Treasury/Agency Index represents all U.S. Treasury/Agency securities maturing over one year, but less than three years. This maturity range is an appropriate benchmark based on the objectives of the City. Investments of core funds shall have a term appropriate to the need for funds, but in no event shall exceed five (5) years.

XVII. REPORTING

- A. The City's Investment Manager shall provide quarterly investment reports on the City's short-term and long-term core investments to the Financial Services Director, Controller, City Council and Investment Committee (as applicable). Schedules in the quarterly

~~Investment Manager (that all deviations above the maximum need only to be approved by the Financial Services Director and either the Mayor or CAO — which has not been implemented here), needs approval by Administration before that change is proposed).~~

report should include the following:

1. A listing of individual securities held at the end of the reporting period
2. Percentage of ~~available funds~~ Available Funds represented by each investment
3. Coupon, discount or earning rate
4. Average life or duration and final maturity of all investments
5. Par value and market value

type

B. Annual Investment Report

On an annual basis, the City's Investment Manager shall submit to the Financial Services Director, ~~Controller~~ Mayor, Chief Administrative Officer, and City Council—and ~~Investment Committee (as applicable)~~ a written report on the long-term core investment funds. The annual report shall provide all, but not limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value and the yield on each investment. The annual report will show performance on both a book value and total rate of return basis and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per Government Accounting Standards Board (GASB) standards. In addition, the annual report shall provide all disclosures as required by GASB Statement 40, *Deposit and Investment Risk Disclosures*. Investment reports shall be available to the public.

C. Review of Quarterly and Annual Investment Reports

It is primarily the responsibility of the Financial Services Director to perform a thorough review of all investment reports provided by the Investment Manager to ensure compliance with the terms of this investment ~~p~~Policy, as well as evaluate performance of the ~~investment manager~~ Investment Manager against the established performance benchmark. The Financial Services Director, ~~through the Mayor~~, must communicate in writing and within a reasonable time of discovery, any violations of said policy ~~this Policy's~~ provisions or failure of the ~~investment manager~~ Investment Manager to meet the minimum performance benchmark, to the ~~City Council and Controller~~ Mayor and Chief Administrative Officer. ~~Violations shall also be reported to the City Council with the quarterly and annual reports provided to the City Council.~~

- D. ~~The Investment Manager's annual report shall also include a review of this Policy.~~ Should such a review result in proposed strategic changes to the existing terms of this investment ~~p~~Policy (i.e. ~~maximum~~ asset allocation percentages-sector, subsector, issuer), based on existing financial market conditions, such proposed revisions will be presented to the City Council, ~~by way of the Mayor~~, for formal approval by Resolution.

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XVIII. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third party

custodian; and all securities purchased by, and all collateral obtained by the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution, and held as required by subsection 218.415 (18), Florida Statutes, as amended. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Financial Services Director and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless by such a duly authorized person.

Monthly, the custodian shall provide the Financial Services Director— and/or the City's Investment Manager with detail information on the securities held by the custodian. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Only after receiving written authorization from the Financial Services Director shall authorized securities be delivered "free". Securities held as collateral shall be held free and clear of any liens.

XIX. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Policy is reserved for the City Council.

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XX. INVESTMENT POLICY ADOPTION

The investment pPolicy shall be adopted by the City Council. The Financial Services Director shall review the pPolicy annually and, if necessary, present modifications to the City Council for approval.

Duly adopted this _ day of _____ 20146.

~~XXI. INTERNAL CONTROLS~~

~~Refer to the City of Plantation Internal Control Policy, a present copy of which is attached as Appendix-B.~~

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APPENDIX

Glossary of Cash and Investment Management Terms

The following is a glossary of key investing terms, many of which appear in the City of Plantation, Florida's investment policy. This glossary clarifies the meaning of investment terms generally used in cash and investment management. This glossary has been adapted from the GFOA Sample Investment Policy and the Association of Public Treasurers of the United States and Canada's Model Investment Policy.

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans, and aircraft leases.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA "bullet" maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10, and 30-year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum

size of \$4 billion, 30-year new issues having a minimum size of \$1 billion, with re-openings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance, and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash-flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC, and PTC

(as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are at par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities which contain an imbedded call option giving the issuer the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In "plain vanilla" CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days and given a short-term debt rating by one or more NRSROs.

Convexity. A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party to a transaction will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution, or trust company, referred to as the "custodian." Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement, and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his/her own account.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust

Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs, and BAs clear through DTC.

Derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities, or commodities). For hedging purposes, common derivatives are options, futures, interest rate swaps, and swaptions. All Collateralized Mortgage Obligations (CMOs) are derivatives.

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are \$1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of \$100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets exist.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the "fed funds rate."

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances, and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries, and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 $\frac{1}{4}$, would have a principal cost of \$955 per \$1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security's or portfolio's cash-flows, where the present values of the cash-flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMG, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of \$250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its "designated note" program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its "global note" and "TAP" programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal

Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities, and MBS. Also issues notes under its "reference note" program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "benchmark note" program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the "Federal Reserve Board" and headed by its Chairman.

Financial Industry Regulatory Authority, Inc. (FINRA). A private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a non-governmental organization that performs financial regulation of member brokerage firms and exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission (SEC).

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or "floater"). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also "Variable Rate Security."

Freddie Mac. See "Federal Home Loan Mortgage Corporation."

Ginnie Mae. See "Government National Mortgage Association."

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that are actually full faith and credit of the U.S. government).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. government, but they are not direct obligations of the U.S. government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Examples of GSEs include: FHLB, FHLMC, FNMA, and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. **Separation of transaction authority from accounting and record keeping** - A separation of duties is achieved by separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction.
3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear

delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations, and/or research in exchange for a management fee.

Investment Adviser Act of 1940. Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Grade. Bonds considered suitable for preservation of invested capital, including bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Additionally, it is a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (e.g., Florida State Board of Administration's Florida Prime Fund).

Long-Term Core Investment Program. Funds that are not needed within a one-year period.

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Securities Industry and Financial Markets Association (SIFMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject to "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA, and FHLMC. There are a variety of MBS structures with varying levels of risk and complexity. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. The largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (e.g., bond, equity, and money market funds); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets including securities, cash, and any accrued earnings, then subtracting the total assets from the fund's liabilities, and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

$$[(\text{Total assets}) - (\text{Liabilities})] / (\text{Number of shares outstanding})$$

NRSRO. A "Nationally Recognized Statistical Rating Organization" (NRSRO) is a designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit

ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody's, S&P, Fitch, and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. A Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. The face value, stated value, or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. A designation given to certain government securities dealer by the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity, and security positions held to the Fed and are subject to its informal oversight. Primary dealers are the largest buyers and sellers by volume in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody's.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Expert Rule. Standard that requires that a fiduciary manage a portfolio with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. This statement differs from the "prudent person" rule in that familiarity with such matters suggests a higher standard than simple prudence.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the "prudent person" standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository - Per Subsection 280.02(26), F.S., "qualified public depository" means any bank, savings bank, or savings association that:

1. Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States.

2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.
3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 et seq.
4. Has procedures and practices for accurate identification, classification, reporting, and collateralization of public deposits.
5. Meets all requirements of Chapter 280, F.S.
6. Has been designated by the Chief Financial Officer as a qualified public depository.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See "Unrealized Gains (Losses)."

Reference Bills: FHLMC's short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes (\$1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency, and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC's Reference Bills are unsecured general corporate obligations. This program supplements the corporation's existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC's intermediate-term debt program with issuances of 2, 3, 5, 10, and 30-year maturities. Initial issuances range from \$2 - \$6 billion with re-openings ranging \$1 - \$4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor's custodial bank, or "tri-party" where the securities are delivered to a third party intermediary. Any type of security can be used as "collateral," but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate Securities

Industry and Financial Markets Association (SIFMA) approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Industry and Financial Markets Association (SIFMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the SIFMA also recommends bond market closures and early closes due to holidays.

Securities Lending. An arrangement between an investor and a custody bank that allows the custody bank to "loan" the investor's investment holdings, reinvest the proceeds in permitted investments, and shares any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and "strips" description can be applied to non-Treasury securities (e.g., FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Supranational. Supranational organizations are international financial institutions that are generally established by agreements among nations, with member nations contributing capital and participating in management. These agreements provide for limited immunity from the laws of member countries. Bonds issued by these institutions are part of the broader class of Supranational, Sovereign, and Non-U.S. Agency (SSA) sector bonds. Supranational bonds finance economic and infrastructure development and support environmental protection, poverty reduction, and renewable energy around the globe. For example, the World Bank, International Finance Corporation (IFC), and African Development Bank (AfDB) have "green bond" programs specifically designed for energy resource conservation and

management. Supranational bonds, which are issued by multi-national organizations that transcend national boundaries. Examples include the World Bank, African Development Bank, and European Investment Bank.

Swap. Trading one asset for another.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB's traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2, 3, 5, and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes, and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week, and 26-week T-Bills.

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. government and issued with maturities of ten years and longer by the U.S. Department of the Treasury.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 3-year, 5-year, and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC Rule 15c3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See also "Realized Gains (Losses)."

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually, or annually). See also "Floating Rate Note."

Weighted Average Maturity (or just "Average Maturity"). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or "inverted" (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as "Yield to Maturity," except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security's yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash-flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call," and "Yield to Maturity."

Attachment A

Investment Pool/Fund Questionnaire

1. Describe the eligible investment securities, in a written statement as it relates to the City investment policy and objectives.
2. Describe how ongoing monitoring regarding ratings of underlying securities is performed and how that information is reported to investors.
3. Does the pool have a stable net asset value or floating net asset value?
4. What are the liquidity gates?
- 4-5.
- 2-6. Describe how interest is calculated, how it will be distributed, and how gains and losses will be treated.
- 3-7. Describe how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- 4-8. Describe who may invest in the program, how often, what size deposit and withdrawal are allowed.
- 5-9. Will the City be provided a schedule for receiving statements and portfolio listings?
- 6-10. Are reserves, retained earnings, etc. utilized by the pool/fund?
- 7-11. Will the City be provided a fee schedule, and when and how is it assessed?
- 8-12. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

DRAFT

Draft Date ~~September 27, 2017~~ January 17, 2017 ~~November 26, 2014~~

Investment Policy City of Plantation, Florida



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Investment Policy City of Plantation, Florida

I. PURPOSE

The purpose of this ~~i~~Investment ~~Policy~~-policy (hereinafter “Policy”) is to set forth the investment objectives and parameters for the management of public funds of City of Plantation, Florida (hereinafter “City”). This ~~policy~~Policy is intended to provide the Financial Services Director or Investment Manager sufficient latitude to effectively manage the City's financial assets so as to protect the City's principal investment, provide sufficient liquidity for operational needs and maximize the return on investments within an acceptable exposure to risk. In addition, this Policy is designed to safeguard the City's funds, ensure the availability of operating and capital funds when needed, and provide for an investment return competitive with comparable funds and financial market indices. In an effort to accomplish the aforementioned, this ~~policy~~Policy identifies various portfolio parameters addressing investment instruments, issuer diversification, maturity constraints, investment ratings, and liquidity.

II. SCOPE

In accordance with ~~Plantation Ordinance No. 1512~~Sec. 2-295, Plantation City Code and Section 218.415, Florida Statutes, this Policy applies to all funds held or controlled by the City in excess of those required to meet current expenses. “Current expenses” means known cash needs and anticipated cash flow requirements for the short term. “Short Term” means a maximum of six (6) months of operation.

This Policy does not apply to the City's funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, this Policy does not apply to funds not under investment control of the City, such as, the Police, Firefighters and the General Employees Pension Funds.

Cash and investment balances in excess of those required to meet current expenses for the short term are referenced in this Policy as “~~a~~AAvailable ~~f~~Funds”.

III. INVESTMENT OBJECTIVES

Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. Each investment transaction shall be entered into with every effort to prevent capital losses, whether they are from securities defaults, theft, or the impact of adverse market conditions. The City's objective is to maintain sufficient liquidity to enable the City to meet operating requirements, which might be reasonably anticipated. It is the intent of this Policy, and it shall be so construed notwithstanding anything to the contrary, to place the highest priority on the safety of principal and liquidity of funds. The optimization of investment returns shall be secondary to the safety of principal and liquidity of funds. The City will strive to maximize the return on the portfolio (subject to the objectives of preserving the safety of capital and liquidity of funds) and ~~to preserve the purchasing power but~~ will avoid assuming unreasonable investment risk. The City will employ mechanisms to reduce risks by diversifying

its investments between specific security types and individual financial institutions. Funds of the City will be invested in accordance with Florida law, Plantation's local law, ~~these policies~~ [this Policy](#), and written administrative procedures.

Safety of Principal

The first of the two foremost objectives of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolios.

Maintenance of Liquidity

The second of the two foremost objectives of this investment program is maintenance of liquidity. The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements. Periodic cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

Return on Investment

~~Investment p~~Portfolios shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. However, return is attempted through active management where the Investment Manager utilizes a total return strategy (which includes both realized and unrealized gains and losses in the portfolios). This total return strategy seeks to increase the value of the portfolio through reinvestment of income and capital gains. The core of investments shall be focused on being limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. An Investment Manager may trade to recognize a loss from time to time to achieve a perceived relative value based on the trade's potential to enhance the total return of the portfolios.

IV. DELEGATION OF AUTHORITY

The responsibility for providing oversight in regards to the management of the investment program resides with the Financial Services Director, who shall be the City investment official, and who from time to time report to the Mayor and Chief Administrative Officer. The day to day management responsibility for all City funds in the long-term core investment program and investment transactions may be delegated to the City's Investment Manager, who has been afforded discretionary authority in executing investment transactions, in accordance with the terms of this ~~investment p~~Policy. Any such delegation shall be approved by Resolution of the City Council. However, in no way shall any such delegation of authority diminish the responsibility of the Financial Services Director to provide oversight for the City's investment program and report any deviations from the provisions of the ~~investment p~~Policy to the Mayor and Chief Administrative Officer. The City's Financial Services Director will further be responsible for the transferring of appropriate funds to affect investment transactions as recommended by the City's Investment Manager or for the long-term core investment program. In employing an Investment Manager to manage the City's investment long-term portfolio, such Investment Manager or firm must be registered under the Investment Advisors Act of 1940.

No person may engage in an investment transaction of ~~available funds~~Available Funds (to which this ~~policy~~Policy applies) except as provided under the terms of this ~~policy~~Policy and the procedures so established, except in the extraordinary circumstances where specifically requested in writing by the Financial Services Director (which shall detail the extraordinary circumstances) and where authorized in writing in advance by the Mayor and Chief Administrative Officer after the written recommendation of the Investment Manager. Positions authorized as investment signatories for Plantation are the Mayor, Chief Administrative Officer, Financial Services Director and the Investment Manager. ~~The persons holding these positions~~Mayor, Chief Administrative Officer, and Financial Services Director are ~~also~~ authorized to initiate or approve a wire transfer transaction in accordance with applicable policies and procedures.

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by the City shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. The City ~~i~~Investment Official-official acting in accordance with written procedures and this Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the Mayor and Chief Administrative Officer in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this Policy. The "Prudent Person" rule states the following:

Investments ~~shall~~should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

Any ~~Firm-firm~~ or any person who is not a City officer, official, or employee that is retained to invest, monitor, or advise concerning the investment of ~~available funds~~Available Funds under this Policy (herein, the "Investment Manager") shall exercise the higher standard of prudence

known as the “Prudent Expert”, or such increased degree of care and prudence as may be otherwise set forth in the retention agreement. The “Prudent Expert” standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the contractor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

The “Prudent Person” rule will be applied in the context of managing the overall portfolio. The Financial Services Director, acting in accordance with the written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

VI. ETHICS AND CONFLICTS OF INTEREST

A. City Officers, Officials, and Employees are subject to the requirements of Part III, Chapter 112, Florida Statutes, concerning the “Code of Ethics for Public Officers and Employees.” ~~and~~ Investment Managers, involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the City’s investment program, or which could impair their ability to make impartial investment decisions.

B. ~~Also, the Director of Financial Services and~~ Investment Managers involved in the investment process shall disclose to the Mayor and Chief Administrative Officer and City Council in writing any material interests in financial institutions that conduct business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City’s investment program. “Material interest in financial institutions” means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any financial institution. “Material personal financial/investment positions” means a financial or investment position in excess of percent of the Net Worth of the Director of Financial Services or the Net Assets of the Investment Manager, as appropriate. Appearances of conflict and conflicts of under this provision B may only be waived by the City Council, and the City Council may attach conditions and requirements for any such waiver

~~A.C.~~ The Investment Manager shall also disclose in writing to the Mayor and Chief Administrative Officer any instances where the Investment Manager may provide any services for any financial institution, fund, portfolio, trust, business entity, or not for profit entity in which or for which an investment is being considered, including how such Manager is compensated for such services. The Investment Manager shall to the best of its knowledge, also make similar disclosures to the Mayor and Chief Administrative Officer when its parent, affiliates, or subsidiaries are providing such services.

The City is aware that the Investment Manager does advise and manage other funds and investments. The Mayor or Chief Administrative Officer may waive appearances of conflicts or conflicts under this provision C. The Mayor or Chief Administrative Officer may

establish conditions and requirements for any such waiver. The City Council may also waive appearances of conflict and conflicts under this provision C, and may attach conditions and requirements for any such waiver

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Financial Services Director or designee shall establish a system of internal controls and operational procedures that are in writing and made a part of the City's finances operational procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping/custodial, repurchase agreements, separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and "delivery-vs-payment" procedures. No person may engage in an investment transaction except as authorized under the terms of this Policy. Employees or contractors involved in the investment process shall adhere to the Internal Control Policy of the City.

Independent auditors as a normal part of the annual financial audit to the City shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

The current edition of the Internal Control Policy shall be dated and kept on file with the Office of the City Clerk with this Policy. As indicated above, the Internal Control Policy may be amended from time to time without requiring a concomitant re-approval of this Policy.

VIII. CONTINUING EDUCATION

The Financial Services Director shall annually complete 8 hours of continuing education in subjects or course of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

The Financial Services Director shall only purchase securities from Qualified ~~Financial~~ Institutions and investment institutions that are designated as Primary Dealers by the Federal Reserve Bank of New York. The Financial Services Director shall only enter into repurchase agreements with financial institutions that are Qualified Institutions and Primary Dealers as designated by the Federal Reserve Bank of New York. The Financial Services Director shall maintain a list of financial institutions and broker/dealers that are approved for investment purposes ("Qualified Institutions"). ~~and e~~ Only firms meeting the following requirements will be eligible to serve as Qualified Institutions:

- 1) Regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule);
- 2) Capital of no less than \$10,000,000;
- 3) Registered as a dealer under the Securities Exchange Act of 1934;
- 4) Member of the Financial Industry Regulatory Authority, Inc. (FINRA);
- 5) Registered to sell securities in Florida;

- 6) The firm and assigned broker have been engaged in the business of effecting transactions in U.S. government and agency obligations for at least five (5) consecutive years.
- 7) Public ~~Depositories~~ depositories qualified by the Treasurer of the State of Florida, in accordance with Chapter 280, Florida Statutes.

The City's Investment Manager shall utilize and maintain its own list of approved primary and non-primary dealers.

All brokers, dealers and other financial institutions deemed to be Qualified Institutions shall be provided with current copies of the City's Investment Policy. A current audited financial statement is required to be on file for each financial institution and broker/dealer with which the City transacts business.

X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements.

A. Maturity Guidelines

Securities purchased by or on behalf of the City shall have a final maturity of five (5) years or less from the date of settlement. The overall weighted average duration of principal return for ~~the entire~~ portfolios shall be less than three (3) years. The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement.

B. Liquidity Requirements

The investment portfolio shall be structured in such a manner as to provide sufficient liquidity to pay obligations as they become due.

- (1) The Financial Services Director shall determine the approximate amount of funds required to meet the current expenses of the City.
- (2) All funds in the depository bank may be "swept" each night into a fully collateralized repurchase agreement or money market fund. In order to have an available source of funds to meet unexpected cash requirements, a minimum of two months operating expenses will be invested within an overnight investment vehicle such as a "AAAm" rated money market fund or open market securities rated in the two highest rating categories by a NRSRO, ~~"AA" or better~~ and maturity of 60 days or less.
- (3) The amount of City funds in excess of those required to meet current expenses, reduced by the two (2) month reserve calculated in subsection (1) above, will be available for investment according to the guidelines incorporated within this Policy.

XI. RISK AND DIVERSIFICATION

Assets held shall be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instruments, dealer, or bank through which these instruments are bought and sold. The Financial Services Director shall determine diversification strategies within the established guidelines.

XII. MASTER REPURCHASE AGREEMENT

The Financial Services Director will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the SIFMA Master Repurchase Agreement.

XIII. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Financial Services Director and/or the City's Investment Manager has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) qualified banks and/or approved broker/dealers must be contacted and asked to provide bids/offers on securities in question. To the greatest extent allowable by law, Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected.

However, if obtaining bids/offers are not feasible and appropriate, securities may be purchased/sold utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

- A. Tradeweb;
- B. Bloomberg Information Systems;
- C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing; or,
- D. Daily market pricing provided by the City's custodian or their correspondent institutions.

Examples of when this method may be used include:

- A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process;
- B. When no active market exists for the issue being traded due to the age or depth of the issue;
- C. When a security is unique to a single dealer, for example, a private placement; or
- D. When the transaction involves new issues or issues in the "when issued" market.

Overnight sweep investment instruments will not be bid, but may be placed with the City's depository bank relating to the demand account for which the investment instrument was purchased.

XIV. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the City's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Financial Services Director and/or the City's Investment Manager may sell the investment at the then-prevailing market price and place the proceeds into the proper account with the City's custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary by the Financial Services Director and/or the City's Investment Manager. The City shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment, at the time of purchase. Investments not listed in this Policy are prohibited unless specifically approved by the City Council by Resolution. The following requirements do not apply to funds derived from the sale of debt.

Permitted Investments

<u>Sector</u>	<u>Sector Maximum (%)</u>	<u>Per Issuer Maximum (%)</u>	<u>Minimum Ratings Requirement¹</u>	<u>Maximum Maturity</u>
<u>U.S. Treasury</u>	<u>100%</u>	<u>100%</u>	<u>N/A</u>	<u>5 Years (5 Years avg. life⁴ for GNMA)</u>
<u>GNMA</u>		<u>40%</u>		
<u>Other U.S. Government Guaranteed (e.g. AID, GTC)</u>		<u>10%</u>		
<u>Federal Agency/GSE: FNMA, FHLMC, FHLB, FFCB*</u>	<u>80%</u>	<u>40%³</u>	<u>N/A</u>	<u>5 Years</u>
<u>Federal Agency/GSE other than those above</u>		<u>10%</u>		
<u>Corporates</u>	<u>35%²</u>	<u>5%</u>	<u>Highest ST or Three Highest LT Rating Categories (A-1/P-1, A-/A3 or equivalent)</u>	<u>5 Years</u>
<u>Municipals</u>	<u>25%</u>	<u>5%</u>	<u>Highest ST or Three Highest LT Rating Categories (SP-1/MIG 1, A-/A3, or equivalent)</u>	<u>5 Years</u>
<u>Agency Mortgage-Backed Securities (MBS)</u>	<u>25%</u>	<u>40%³</u>	<u>N/A</u>	<u>5 Years Avg. Life⁴</u>
<u>Asset-Backed Securities (ABS)</u>	<u>25%</u>	<u>5%</u>	<u>Highest ST or LT Rating (A-1+/P-1, AAA/Aaa, or equivalent)</u>	<u>5 Years Avg. Life⁴</u>

<u>Sector</u>	<u>Sector Maximum (%)</u>	<u>Per Issuer Maximum (%)</u>	<u>Minimum Ratings Requirement¹</u>	<u>Maximum Maturity</u>
<u>Non-Negotiable Collateralized Bank Deposits or Savings Accounts</u>	<u>50%</u>	<u>None, if fully¹ collateralized</u> 50%	<u>None, if fully collateralized.</u>	<u>2 Years</u>
<u>Commercial Paper (CP)</u>	<u>35%²</u>	<u>5%</u>	<u>Highest ST Rating Category (A-1/P-1, or equivalent)</u>	<u>270 Days</u>
<u>Bankers' Acceptances (BAs)</u>	<u>10%²</u>	<u>5%</u>	<u>Highest ST Rating Category (A-1/P-1, or equivalent)</u>	<u>180 Days</u>
<u>Repurchase Agreements (Repo or RP)</u>	<u>40%</u>	<u>20%</u>	<u>Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the Highest ST Rating Category (A-1/P-1, or equivalent)</u> <u>If the counterparty is a Federal Reserve Bank, no rating is required</u>	<u>1 Year</u>
<u>Money Market Funds (MMFs)</u>	<u>50%</u>	<u>25%</u>	<u>Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)</u>	<u>N/A</u>
<u>Intergovernmental Pools (LGIPs)</u>	<u>50%</u>	<u>25%</u>	<u>Highest Fund Quality and Volatility Rating Categories by all NRSROs who rate the LGIP, (AAAm/AAAf, S1, or equivalent)</u>	<u>N/A</u>
<u>Florida Local Government Surplus Funds Trust Funds ("Florida Prime")</u>	<u>50%</u>	<u>N/A</u>	<u>Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)</u>	<u>N/A</u>

Notes:

¹ Rating by at least one SEC-registered Nationally Recognized Statistical Rating Organization ("NRSRO"), unless otherwise noted. ST=Short-term; LT=Long-term.

² Maximum allocation to all corporate and bank credit instruments is 50% combined.

³ Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%.

⁴ The maturity limit for MBS and ABS is based on the expected average life at time of settlement, measured using Bloomberg or other industry standard methods.

* Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).

- 1) **U.S. Treasury & Government Guaranteed** - U.S. Treasury obligations, and obligations the principal and interest of which are backed or guaranteed by the full faith and credit of the U.S. Government.
- 2) **Federal Agency/GSE** - Debt obligations, participations or other instruments issued or fully guaranteed by any U.S. Federal agency, instrumentality or government-sponsored enterprise (GSE).
- 3) **Corporates** – U.S. dollar denominated corporate notes, bonds or other debt obligations issued or guaranteed by a domestic corporation, financial institution, non-profit, or other entity.
- 4) **Municipals** – Obligations, including both taxable and tax-exempt, issued or guaranteed by any State, territory or possession of the United States, political subdivision, public corporation, authority, agency board, instrumentality or other unit of local government of any State or territory.

[±] Suggest a revision – as written the implication is that there is no maximum if the obligation is not fully collateralized.

- 5) **Agency Mortgage Backed Securities** - Mortgage-backed securities (MBS), backed by residential, multi-family or commercial mortgages, that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise, including but not limited to pass-throughs, collateralized mortgage obligations (CMOs) and REMICs.
- 6) **Asset-Backed Securities** - Asset-backed securities (ABS) whose underlying collateral consists of loans, leases or receivables, including but not limited to auto loans/leases, credit card receivables, student loans, equipment loans/leases, or home-equity loans.
- 7) **Non-Negotiable Certificate of Deposit and Savings Accounts** - Non-negotiable interest bearing time certificates of deposit, or savings accounts in banks organized under the laws of this state or in national banks organized under the laws of the United States and doing business in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.
- 8) **Commercial Paper** – U.S. dollar denominated commercial paper issued or guaranteed by a domestic corporation, company, financial institution, trust or other entity, only unsecured debt permitted.
- 9) **Bankers' Acceptances** - Bankers' acceptances issued, drawn on, or guaranteed by a U.S. bank or U.S. branch of a foreign bank.
- 10) **Repurchase Agreements** - Repurchase agreements (Repo or RP) that meet the following requirements:
 - a. Must be governed by a written SIFMA Master Repurchase Agreement which specifies securities eligible for purchase and resale, and which provides the unconditional right to liquidate the underlying securities should the Counterparty default or fail to provide full timely repayment.
 - b. Counterparty must be a Federal Reserve Bank, a Primary Dealer as designated by the Federal Reserve Bank of New York, or a nationally chartered commercial bank.
 - c. Securities underlying repurchase agreements must be delivered to a third party custodian under a written custodial agreement and may be of deliverable or tri-party form. Securities must be held in the City's custodial account or in a separate account in the name of the City.
 - d. Acceptable underlying securities include only securities that are direct obligations of, or that are fully guaranteed by, the United States or any agency of the United States, or U.S. Agency-backed mortgage related securities.
 - e. Underlying securities must have an aggregate current market value of at least 102% (or 100% if the counterparty is a Federal Reserve Bank) of the purchase price plus current accrued price differential at the close of each business day.
 - f. Final term of the agreement must be 1 year or less.

11) **Money Market Funds** - Shares in open-end and no-load money market mutual funds, provided such funds are registered under the Investment Company Act of 1940 and operate in accordance with Rule 2a-7.

A thorough investigation of any money market fund is required prior to investing, and on an annual basis. Attachment BA is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

12) **Local Government Investment Pools** – State, local government or privately-sponsored investment pools that are authorized pursuant to state law.

A thorough investigation of any intergovernmental investment pool is required prior to investing, and on an annual basis. Attachment BA is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

13) **The Florida Local Government Surplus Funds Trust Funds (“Florida Prime”)** - A thorough investigation of the Florida Prime is required prior to investing, and on an annual basis. Attachment BA is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus or portfolio report must be obtained.

14) **Other Investments** - To the extent not included above, the City may also invest in any investment authorized by Fla. Stat. §218.415 (16) (2016), as amended, or as may otherwise be specifically authorized by any other statutory provision, except when in conflict with this Policy.

General Investment and Portfolio Limits

1. General investment limitations:

- a. Investments must be denominated in U.S. dollars and issued for legal sale in U.S. markets.
- b. Minimum ratings are based on the highest rating by any one Nationally Recognized Statistical Ratings Organization (“NRSRO”), unless otherwise specified.
- c. All limits and rating requirements apply at time of purchase.
- d. Should a security fall below the minimum credit rating requirement for purchase, the Investment Advisor will notify the Financial Services Director.
- e. The maximum maturity (or average life for MBS/ABS) of any investment is ~~5-50~~ years. Maturity and average life are measured from settlement date. The final maturity date can be based on any mandatory call, put, pre-refunding date, or other mandatory redemption date.

2. General portfolio limitations:

- a. The maximum effective duration of the aggregate portfolio is 3 years.

3. Investment in the following are permitted, provided they meet all other Policy requirements:
- a. Callable, step-up callable, called, pre-refunded, putable and extendable securities, as long as the effective final maturity meets the maturity limits for the sector
 - b. Variable-rate and floating-rate securities
 - c. Subordinated, secured and covered debt, if it meets the ratings requirements for the sector
 - d. Zero coupon issues and strips, excluding agency mortgage-backed Interest-only structures (I/Os)
 - e. Treasury TIPS
4. The following are **NOT PERMITTED** investments, unless specifically authorized by statute and with prior approval of the governing body:
- a. Trading for speculation
 - b. Derivatives (other than callables and traditional floating or variable-rate instruments)
 - c. Mortgage-backed interest-only structures (I/Os)
 - d. Inverse or leveraged floating-rate and variable-rate instruments
 - e. Currency, equity, index and event-linked notes (e.g. range notes), or other structures that could return less than par at maturity
 - f. Private placements and direct loans, except as may be legally permitted by Rule 144A or commercial paper issued under a 4(2) exemption from registration
 - g. Convertible, high yield, and non-U.S. dollar denominated debt
 - h. Short sales
 - i. Use of leverage
 - j. Futures and options
 - k. Mutual funds, other than fixed-income mutual funds and ETFs, and money market funds
 - l. Equities, commodities, currencies and hard assets

Security Type	Minimum Rating Requirement	Maturity Limits	Maximum Allocation Limit	Maximum Issuer Limit
Florida PRIME	AAAm	N/A	25%	N/A
United States Government Securities	N/A	5 Years	100%	N/A
United States Government Agencies	N/A	5 Years	50%	10%
Federal Instrumentalities (United States Government Sponsored Enterprises ("GSE"))	N/A	5 Years	80%	40%
Non-Negotiable Interest Bearing Time Deposit or Saving Accounts	N/A	1 Year	25%	15%
Registered Investment Companies (Money Market Mutual Funds)	AAAm	N/A	35%	15%
Intergovernmental Investment Pool	AAA	N/A	25%	N/A

~~A. THE FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND (FLORIDA PRIME)~~

~~1. Purchase Authorization~~

~~Florida Local Government Surplus Funds Trust Fund (Florida PRIME)~~

~~2. Portfolio Composition~~

~~A maximum of 25% of available funds may be invested in the Florida PRIME.~~

~~3. Rating Requirements~~

~~The Florida PRIME shall be rated "AAAm" by Standard & Poor's or the equivalent by another Nationally Recognized Statistical Rating Organizations (NRSROs).~~

~~4. Due Diligence Requirements~~

~~A thorough investigation of the Florida PRIME is required prior to investing, and on a continual basis. Attachment A is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool.~~

~~B. UNITED STATES GOVERNMENT SECURITIES~~

~~1. Purchase Authorization~~

~~Negotiable direct obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:~~

~~Cash Management Bills~~

~~Treasury Securities — State and Local Government Series ("SLGS")~~

~~Treasury Bills~~

~~Treasury Notes~~

~~Treasury Bonds~~

~~Treasury Strips~~

~~2. Portfolio Composition~~

~~A maximum of 100% of available funds may be invested in the United States Government Securities with the exception of Treasury Strips which are limited to 10% of available funds.~~

~~3. Maturity Limitations~~

~~The maximum length to maturity of any direct investment in the United States Government~~

~~Securities is five (5) years from the date of settlement.~~

~~C. UNITED STATES GOVERNMENT AGENCIES~~

~~1. Purchase Authorization~~

~~Bonds, debentures, notes or callables issued or guaranteed by the United States Government agencies, provided such obligations are backed by the full faith and credit of the United States Government. This includes adjustable and fixed rate mortgage backed securities. The adjustable interest rate securities are to only adjust to the US treasury indices. Such securities will include, but not be limited to the following:~~

~~United States Export—Import Bank~~

~~——Direct obligations or fully guaranteed certificates of beneficial ownership~~

~~Farmer Home Administration~~

~~——Certificates of beneficial ownership~~

~~Federal Financing Bank~~

~~——Discount notes, notes and bonds~~

~~Federal Housing Administration Debentures~~

~~Government National Mortgage Association (GNMA)~~

~~-GNMA——guaranteed mortgage backed bonds~~

~~-GNMA——guaranteed pass through obligations~~

~~General Services Administration~~

~~United States Maritime Administration Guaranteed~~

~~——Title XI Financing~~

~~New Communities Debentures~~

~~——United States Government guaranteed debentures~~

~~United States Public Housing Notes and Bonds~~

~~——United States Government guaranteed public housing notes and bonds~~

~~United States Department of Housing and Urban Development~~

~~——Project notes and local authority bonds~~

~~2. Portfolio Composition~~

~~A maximum of 50% of available funds may be invested in United States Government agencies.~~

~~3. Limits on Individual Issuers~~

~~A maximum of 10% of available funds may be invested in individual United States Government agencies.~~

~~4. Maturity Limitations~~

~~The maximum length to maturity for an investment in any United States Government agency security is five (5) years from the date of settlement.~~

~~D. FEDERAL INSTRUMENTALITIES (UNITED STATES SPONSORED ENTERPRISES (GSE))~~

~~1. Purchase Authorization~~

~~Bonds, debentures, notes or callables issued or guaranteed by United States Government Sponsored Enterprises (Federal Instrumentalities), which are non full faith and credit agencies. These are limited to the following:~~

~~Federal Farm Credit Bank (FFCB)~~

~~Federal Home Loan Bank or its City banks (FHLB)~~

~~Federal National Mortgage Association (FNMA)
Federal Home Loan Mortgage Corporation (Freddie Macs) including Federal Home Loan
Mortgage Corporation participation certificates~~

~~2. Portfolio Composition~~

~~A maximum of 80% of available funds may be invested in Federal Instrumentalities.~~

~~3. Limits on Individual Issuers~~

~~A maximum of 40% of available funds may be invested in any one issuer.~~

~~4. Maturity Limitations~~

~~The maximum length to maturity for an investment in any Federal Instrumentality security is five
(5) years from the date of settlement.~~

DRAFT

~~E. NON NEGOTIABLE INTEREST BEARING TIME DEPOSIT OR SAVING ACCOUNTS~~

~~1. Purchase Authorization~~

~~Non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in the State of Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.~~

~~2. Portfolio Composition~~

~~A maximum of 25% of available funds may be invested in non-negotiable interest bearing time certificates of deposit or savings account.~~

~~3. Limits on Individual Issuers~~

~~A maximum of 15% of available funds may be deposited with any one issuer.~~

~~4. Limits on Maturities~~

~~The maximum maturity on any certificate of deposit shall be no greater than one (1) year from the date of settlement.~~

~~F. REGISTERED INVESTMENT COMPANIES (MONEY MARKET MUTUAL FUNDS)~~

~~1. Investment Authorization~~

~~Shares in open end, no load provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. § 270.2a-7~~

~~2. Portfolio Composition~~

~~A maximum of 35% of available funds may be invested in money market funds.~~

~~3. Limits of Individual Issuers~~

~~A maximum of 15% of available funds may be invested with any one money market fund.~~

~~4. Rating Requirements~~

~~The money market funds shall be rated "AAAm" by Standard & Poor's, or the equivalent by another NRSRO.~~

~~5. Due Diligence Requirements~~

~~A thorough review of any money market fund is required prior to investing, and on a continual basis. Attachment A is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool.~~

~~G. INTERGOVERNMENTAL INVESTMENT POOL~~

~~1. Investment Authorization~~

~~Intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes and provided that said funds contain no derivatives.~~

~~2. Portfolio Composition~~

~~A maximum of 25% of available funds may be invested in intergovernmental investment pools.~~

~~3. Rating Requirements~~

~~The money market funds shall be rated “AAA” by Standard & Poor’s, or the equivalent by another NRSRO.~~

~~4. Due Diligence Requirements~~

~~A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. Attachment A is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool.~~

~~H. OTHER INVESTMENTS. To the extent not included above, the City may also invest in any investment authorized by Fla. Stat. §218.415 (16) (2016), as amended, or as may otherwise be specifically authorized by any other statutory provision, except when in conflict with this Policy².~~

5. AUTHORIZED DEVIATIONS~~Authorized Deviations:~~ —Although the Investment Manager is granted discretionary authority to make investment decisions within the parameters of the ~~investment p~~Policy, the following guidelines should be applied regarding sector allocation percentages:

~~Nature of change to current asset allocation~~

~~Approval required~~

<u>Nature of change to current asset allocation</u>	<u>Approval required</u>
<u>Any change which would exceed Policy maximums by less than or equal to 10%</u>	<u>Financial Services Director and Mayor or Chief Administrative Officer,</u>
<u>Any change which would exceed Policy maximums by more than ten percent (10%)</u>	<u>City Council</u>

~~Less than or equal to 10%, does not exceed pPolicy maximums — Investment Manager only~~

~~Greater than 10%, does not exceed pPolicy maximums — Financial Services Director~~

~~Any change which would exceed pPolicy maximums by less than or equal to 10% — Financial Services Director and Mayor or Chief Administrative Officer,~~

~~City Council~~

~~by more than ten percent (10%) — City Council³~~

² ~~City Attorney suggests keeping this in case the statute is amended to allow something not currently in the Policy.~~

³ ~~City Attorney notes that the current Policy requires Council approval for deviations of more than 10%. The suggestion by the~~

~~To the extent not included above, the City may also invest in any investment authorized by Fla. Stat. §218.415 (16) (2014), as amended. These investments may be ratified or authorized by Resolution.~~

The Financial Services Director and the Investment Manager also recognizes that the City's ~~investment policy~~ Policy should be a document that is reviewed periodically to coincide with current financial market conditions. As such, it is the responsibility of the Investment Manager in conjunction with the Financial Services Director, upon the review of quarterly and annual investment reports, as well as knowledge of current financial market conditions to periodically recommend changes in investment ~~strategies~~ policies (i.e. maximum percentage allocations-sector, subsector, issuer), as deemed necessary. Such recommendations will be communicated to the City Council by way of the Mayor, for formal approval.

XV. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

The City may not invest in investment products that include the use of derivatives ~~unless otherwise listed in Section XIV~~. A "derivative" is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. Reverse repurchase agreements are not permitted by this Policy.

XVI. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolios' performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the City to measure its returns against other investors in the same markets.

- A. The short-term investment portfolio shall be designed with the annual objective of exceeding the return of the Standard & Poor's GIP Index Government 30-Day Gross of Fees Yield. Investments of current operating funds shall have maturities of no longer than twelve (12) months.
- B. The long-term investment portfolio shall be designed with the annual objective of exceeding the return of the ~~BofA~~ Bank of America Merrill Lynch 1-3 Year Treasury/Agency Index compared to the portfolio's total rate of return. The ~~BofA~~ Bank of America Merrill Lynch 1-3 Year Treasury/Agency Index represents all U.S. Treasury/Agency securities maturing over one year, but less than three years. This maturity range is an appropriate benchmark based on the objectives of the City. Investments of core funds shall have a term appropriate to the need for funds, but in no event shall exceed five (5) years.

XVII. REPORTING

- A. The City's Investment Manager shall provide quarterly investment reports on the City's short-term and long-term core investments to the Financial Services Director, Mayor,

~~Investment Manager (that all deviations above the maximum need only to be approved by the Financial Services Director and either the Mayor or CAO — which has not been implemented here), needs approval by Administration before that change is proposed).~~

~~Chief Administrative Officer, and Controller,~~ City Council ~~and Investment Committee (as applicable)~~. Schedules in the quarterly report should include the following:

1. A listing of individual securities held at the end of the reporting period
2. Percentage of ~~available funds~~ Available Funds represented by each investment
3. Coupon, discount or earning rate
4. Average life or duration and final maturity of all investments
5. Par value and market value

type

B. Annual Investment Report

On an annual basis, the City's Investment Manager shall submit to the Financial Services Director, ~~Controller~~ Mayor, Chief Administrative Officer, and City Council ~~and Investment Committee (as applicable)~~ a written report on the long-term core investment funds. The annual report shall provide all, but not limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value and the yield on each investment. The annual report will show performance on both a book value and total rate of return basis and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per Government Accounting Standards Board (GASB) standards. In addition, the annual report shall provide all disclosures as required by GASB Statement 40, *Deposit and Investment Risk Disclosures*. Investment reports shall be available to the public.

C. Review of Quarterly and Annual Investment Reports

It is primarily the responsibility of the Financial Services Director to perform a thorough review of all investment reports provided by the Investment Manager to ensure compliance with the terms of this ~~investment p~~ Policy, as well as evaluate performance of the ~~investment manager~~ Investment Manager against the established performance benchmark. As soon as discovered, The the Financial Services Director, ~~through the Mayor,~~ must communicate in writing ~~and within a reasonable time of discovery,~~ any violations of ~~said policy~~ this Policy's provisions or failure of the ~~investment manager~~ Investment Manager to meet the minimum performance benchmark, to the ~~City Council and Controller~~ Mayor and Chief Administrative Officer. Violations shall also be reported to the City Council with the quarterly and annual reports provided to the City Council.

D. The Investment Manager's annual report shall also include a review of this Policy. Should such a review result in proposed strategic changes to the existing terms of this ~~investment p~~ Policy (i.e. maximum asset allocation percentages-sector, subsector, issuer), based on existing financial market conditions, such proposed revisions will be presented to the City Council, ~~by way of the Mayor,~~ for formal approval by Resolution.

XVIII. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchased by, and all collateral obtained by the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution, and held as required by subsection 218.415 (18), Florida Statutes, as amended. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Financial Services Director and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless by such a duly authorized person.

Monthly, the custodian shall provide the Financial Services Director— and/or the City's Investment Manager with detail information on the securities held by the custodian. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Only after receiving written authorization from the Financial Services Director shall authorized securities be delivered "free". Securities held as collateral shall be held free and clear of any liens.

XIX. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Policy is reserved for the City Council.

XX. INVESTMENT POLICY ADOPTION

The ~~investment p~~Policy shall be adopted by the City Council. The Financial Services Director shall review the ~~p~~Policy annually and, if necessary, present modifications to the City Council for approval.

Duly adopted this _ day of _____ 201~~4~~6.

~~XXI. INTERNAL CONTROLS~~

~~Refer to the City of Plantation Internal Control Policy, a present copy of which is attached as Appendix B.~~

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APPENDIX

Glossary of Cash and Investment Management Terms

The following is a glossary of key investing terms, many of which appear in the City of Plantation, Florida's ~~investment p~~Policy. This glossary clarifies the meaning of investment terms generally used in cash and investment management. This glossary has been adapted from the GFOA Sample Investment Policy and the Association of Public Treasurers of the United States and Canada's Model Investment Policy.

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans, and aircraft leases.

Available Funds. Cash and investment balances in excess of those required to meet current expenses for the short term.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA “bullet” maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10, and 30-year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of \$4 billion, 30-year new issues having a minimum size of \$1 billion, with re-openings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance, and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash-flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC, and PTC

(as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called “amortized cost” as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called “carrying value.” Book value can vary over time as an investment approaches maturity and differs from “market value” in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A “broker” acts as an agent between buyers and sellers, and receives a commission for these services. A “dealer” buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities which contain an imbedded call option giving the issuer the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In “plain vanilla” CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days and given a short-term debt rating by one or more NRSROs.

Convexity. A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party to a transaction will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution, or trust company, referred to as the “custodian.” Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement, and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his/her own account.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs, and BAs clear through DTC.

Derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities, or commodities). For hedging purposes, common derivatives are options, futures, interest rate swaps, and swaptions. ~~All Collateralized Mortgage Obligations (CMOs) are derivatives.~~

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are \$1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of \$100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets exist.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the "fed funds rate."

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances, and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries, and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of \$955 per \$1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security's or portfolio's cash-flows, where the present values of the cash-flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of \$250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its "designated note" program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its "global note" and "TAP" programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities, and MBS. Also issues notes under its "reference note" program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "benchmark note" program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the "Federal Reserve Board" and headed by its Chairman.

Financial Industry Regulatory Authority, Inc. (FINRA). A private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a non-governmental organization that performs financial regulation of member brokerage firms and exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission (SEC).

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or "floater"). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also "Variable Rate Security."

Freddie Mac. See "Federal Home Loan Mortgage Corporation."

Ginnie Mae. See "Government National Mortgage Association."

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically

denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that are actually full faith and credit of the U.S. government).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. government, but they are not direct obligations of the U.S. government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Examples of GSEs include: FHLB, FHLMC, FNMA, and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. **Separation of transaction authority from accounting and record keeping** - A separation of duties is achieved by separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction.
3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations, and/or research in exchange for a management fee.

Investment Adviser Act of 1940. Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Grade. Bonds considered suitable for preservation of invested capital, including bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Additionally, it is a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (e.g., Florida State Board of Administration's Florida Prime Fund).

Long-Term Core Investment Program. Funds that are not needed within a one-year period.

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Securities Industry and Financial Markets Association (SIFMA) that is used to govern and document

Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject to "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA, and FHLMC. There are a variety of MBS structures with varying levels of risk and complexity. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. The largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (e.g., bond, equity, and money market funds); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets including securities, cash, and any accrued earnings, then subtracting the total assets from the fund's liabilities, and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

$$[(\text{Total assets}) - (\text{Liabilities})]/(\text{Number of shares outstanding})$$

NRSRO. A “Nationally Recognized Statistical Rating Organization” (NRSRO) is a designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody’s, S&P, Fitch, and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. A Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. The face value, stated value, or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. A designation given to certain government securities dealer by the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are the largest buyers and sellers by volume in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody’s.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Expert Rule. Standard that requires that a fiduciary manage a portfolio with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. This statement differs from the “prudent person” rule in that familiarity with such matters suggests a higher standard than simple prudence.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the “prudent person” standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository - Per Subsection 280.02(26), F.S., “qualified public depository” means any bank, savings bank, or savings association that:

1. Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States.
2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.
3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 et seq.
4. Has procedures and practices for accurate identification, classification, reporting, and collateralization of public deposits.
5. Meets all requirements of Chapter 280, F.S.
6. Has been designated by the Chief Financial Officer as a qualified public depository.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are “realized” when the security is actually sold, as compared to “unrealized” gains/losses which are based on current market value. See “Unrealized Gains (Losses).”

Reference Bills: FHLMC’s short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes (\$1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency, and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC’s Reference Bills are unsecured general corporate obligations. This program supplements the corporation’s existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC’s intermediate-term debt program with issuances of 2, 3, 5, 10, and 30-year maturities. Initial issuances range from \$2 - \$6 billion with re-openings ranging \$1 - \$4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the

investor's custodial bank, or "tri-party" where the securities are delivered to a third party intermediary. Any type of security can be used as "collateral," but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate Securities Industry and Financial Markets Association (SIFMA) approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Industry and Financial Markets Association (SIFMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the SIFMA also recommends bond market closures and early closes due to holidays.

Securities Lending. An arrangement between an investor and a custody bank that allows the custody bank to "loan" the investor's investment holdings, reinvest the proceeds in permitted investments, and shares any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and "strips" description can be applied to non-Treasury securities (e.g., FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Supranational. Supranational organizations are international financial institutions that are generally established by agreements among nations, with member nations contributing capital and participating in management. These agreements provide for limited immunity from the laws of member countries. Bonds issued by these institutions are part of the broader class of Supranational, Sovereign, and Non-U.S. Agency (SSA) sector bonds. Supranational bonds finance economic and infrastructure development and

support environmental protection, poverty reduction, and renewable energy around the globe. For example, the World Bank, International Finance Corporation (IFC), and African Development Bank (AfDB) have “green bond” programs specifically designed for energy resource conservation and management. Supranational bonds, which are issued by multi-national organizations that transcend national boundaries. Examples include the World Bank, African Development Bank, and European Investment Bank.

Swap. Trading one asset for another.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB’s traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2, 3, 5, and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes, and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week, and 26-week T-Bills.

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. government and issued with maturities of ten years and longer by the U.S. Department of the Treasury.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 3-year, 5-year, and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC Rule 15c3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are “realized” when the security is actually sold, as compared to “unrealized” gains/losses which are based on current market value. See also “Realized Gains (Losses).”

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually, or annually). See also “Floating Rate Note.”

Weighted Average Maturity (or just “Average Maturity”). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or “inverted” (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as “Yield to Maturity,” except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security’s yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash-flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also “Current Yield,” “Yield Curve,” “Yield to Call,” and “Yield to Maturity.”

Attachment A

Investment Pool/Fund Questionnaire

1. Describe the eligible investment securities, in a written statement as it relates to the City investment policy and objectives.
2. Describe how ongoing monitoring regarding ratings of underlying securities is performed and how that information is reported to investors.
3. Does the pool have a stable net asset value or floating net asset value?
4. What are the liquidity gates?
- ~~4~~5.
- ~~2~~6. Describe how interest is calculated, how it will be distributed, and how gains and losses will be treated.
- ~~3~~7. Describe how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- ~~4~~8. Describe who may invest in the program, how often, what size deposit and withdrawal are allowed.
- ~~5~~9. Will the City be provided a schedule for receiving statements and portfolio listings?
- ~~6~~10. Are reserves, retained earnings, etc. utilized by the pool/fund?
- ~~7~~11. Will the City be provided a fee schedule, and when and how is it assessed?
- ~~8~~12. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

9009-92027 [770,v4].



City of Plantation
City Council Chambers

Subject:

Economic Development Incentive request for "Project RS1"

Summary:

Resolution of the City of Plantation, Florida pertaining to the subject of Economic Development; supporting certain requested State action for a project known as "Project RS1."

Funding:

Net City incentive of \$150,000 from 2017 to 2025 (average \$18,750 annually). Funding will be included in the annual operating budget for each of the impacted fiscal years.

Amount:

Net City incentive of \$150,000 from 2017 to 2025 (average \$18,750 annually).

Finance Director/Budget Manager Recommendation:

Net City incentive of \$150,000 from 2017 to 2025 (average \$18,750 annually). Funding will be included in the annual operating budget for each of the impacted fiscal years.

Prepared By:

Pamela Ponce de Leon

ATTACHMENTS:

Description	Upload Date	Type
Cover Memo	1/19/2017	Cover Memo
Exhibit 1	1/19/2017	Exhibit
Exhibit 2	1/19/2017	Exhibit

MEMORANDUM

To: Mayor and Members of the City Council

From: Horace McHugh, Chief Administrative Officer *Am'2*

Date: January 25th, 2017

Re: Economic Development Incentive request for "Project RS1"

Copies: Dan Holmes, Director of Planning, Zoning and Economic Development

The Administration is pleased to present to the City Council an opportunity to provide economic development incentives for "Project RS1". The City has been advised that certain information concerning the business referenced as Project RS1 (including the name and identity of the business) remains confidential, pursuant to Florida Statute 288.075 which allows this status for Economic Development recruitment initiatives. This Project represents a singular opportunity for the City to further its economic development goals, and significantly enhance the City's reputation as a destination point for an international headquarters in one of the County's targeted industries.

The Greater Fort Lauderdale Alliance (Alliance) has worked with the State, and the City to bring this forward. The Alliance is one of the primary economic development organizations for Broward County. It competes globally to attract businesses and focuses on creating, expanding and retaining high-wage jobs and capital investment in high value targeted industries. This allows for the development of more vibrant communities, and improving the quality of life for the area's citizens. The Alliance's expertise includes a variety of economic development services for clients, prospects, investors and partners.

Attached as Composite Exhibit "1", please find information provided by the Alliance with respect to this matter. A summary of their analysis is provided below:

- The expansion of the corporate headquarters in Plantation;
- Expansion includes 300 net new high skilled, high wage jobs during 2017-2021;
- Average wage of jobs is \$52,938 annually (115% of private sector average wage in Broward);
- Expansion includes \$15.9 million in capital investment over a 5 year period;
- Net city incentive of \$150,000 from 2017 to 2025 (average \$18,750 annually);
- Project receives support of State incentive of \$1.2 million and County incentive of \$150,000;
- City's contributions are performance-based and the city contributions are not made if benchmarks are not achieved;
- The State validates the deliverables annually; and
- Expansion will generate over \$29.6 million in direct labor income, \$53.5 million in indirect labor income and approximately \$500,000 in state and local taxes between 2017 and 2022.

The Alliance will have members attending the City Council meeting. This information includes a schedule of the expected payments provided over a number of years for the City's recommended contribution.

Project RS1 is seeking State and Local support in the following manner:

It is seeking support pursuant to the State's Qualified Target Industry "pay for performance" program, plus the High-Impact Bonus (HIPI) program. The combined incentive for both programs is \$5,000 per net new job and requires 20% local support. This is proposed to be shared equally with Broward County. If the QTI and HIPI performance parameters are met, the City's portion will be \$150,000, payable over a number of eight (8) years, an average annual payout of \$18,750. For this purpose, the draft Resolution attached as Exhibit 2 is recommended for City Council adoption.

The attraction of this firm will further enhance the City of Plantation's reputation as a desirable destination for global international headquarters. We also anticipate that there will be additional economic benefits generated by the supporting needs (housing, retail, food service, auto, etc.) of the additional employees.

This matter is now ready for consideration by Council. It is recommended that the Council approve the item and adopt Resolutions attached as Exhibit 2.

Attachments: Exhibit 1 - Alliance Staff Report and Financial Projections
Exhibit 2 - Draft City QTI Resolution
Exhibit 3 - Excerpts from Florida Statute Ch.288

Memorandum to Mayor and Council Members
January 19, 2017

Exhibit 1



January 17, 2017

The Honorable Diane Veltri Bendekovic,
Mayor, City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

Re: Letter of Support for Project "RS1"

Dear Mayor Bendekovic:

The Greater Fort Lauderdale Alliance has had the pleasure of working with Broward County, the City of Plantation and Enterprise Florida (EFI) on the Qualified Targeted Industry (QTI) incentive package for Project "RS1" – the retention and expansion of a targeted industry (Corporate Headquarters) company.

Based on our due diligence and corresponding review of the enclosed applications, we fully recommend this project moving forward in Plantation, Broward County, Florida. For your reference we have enclosed the Project Outline, Incentive Payout Grid, IMPLAN/Return on Investment (ROI) Impact Report and the Letter Requesting Confidentiality.

The impact of this project to the State of Florida, Broward County, and the City of Plantation would be significant for a number of reasons:

- Demonstrates Broward County, the City of Plantation and the State of Florida are committed to **facilitating employment opportunities within new and existing industries;**
- Complements our emphasis on "Targeted Industries" such as **Corporate Headquarters;**
- Facilitates a company that will be creating a minimum of **300 high-skill/high-wage jobs with an average wage of \$52,938** (115% of the private sector average wage in Broward County);
- **The retention of 10 Broward County employees;** and
- Ensures the project would **not be lost to a competitor state, namely Ohio and/or Michigan;** and
- Captures a conservatively estimated **capital investment of \$15.9M.**

Project RS1 represents an opportunity to secure the expansion of a local Corporate Headquarters operation that will aid the City of Plantation to remain competitive in both domestic and international markets. Per the enclosed ROI model, the direct economic impact created by the 300 high wage jobs over the next 5 years will create a chain reaction of direct and indirect spending that will greatly benefit

THE ALLIANCE: PARTNERSHIP FOR ECONOMIC GROWTH

Broward County's Official Economic Development Partnership

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www.gflalliance.org

our local, regional and state economies. As Project RS1 expands, Broward County will experience new and sustained job growth in parallel. It is with these assumptions in-mind, we have aggressively pursued this project being established in Plantation/Broward County.

Company officials have noted the considerable costs of the expansion and the important role incentives will play in securing the project. The proposed Qualified Targeted Industry (QTI) incentive plus High-Impact (HIPI) Bonus is a 'Performance Based' program, and would include support from the city, county and state. There are several factors that contribute to the incentive value, and specific requirements the project must meet in order to qualify, including: average wage, industry classification, number of net new jobs created, and 20% Local Financial Support (LFS) provided by the respective community.

Based on the parameters of the project, we are proposing \$5000 per net new job created, which includes \$3000 per job for the base QTI plus \$2000 per job for the HIPI Bonus. Broward County is being asked to split the 20% LFS with the City of Plantation at 10% or \$150,000 each—a breakdown of the incentive has been enclosed for reference. Due to the projects timeline, we are requesting that it be placed on the Plantation's City Council's agenda at your earliest opportunity. The total QTI award including LFS will be valued at \$1.5M.

I am hopeful that you will see the important role this project will play in our community. As you review this information, please feel free to call me if you have any questions.

Best regards,



Todd Holt
Director, Business Development
Greater Plantation Alliance



January 17, 2017

PROJECT CODE NAME: **Project "RS1"**

APPLICANT: **Confidential**

PROJECT DESCRIPTION: **The retention and expansion of a targeted industry (Corporate Headquarters) company**

CURRENT LOCATION: **City of Plantation/Broward County**

PROPOSED LOCATION: **Confidential**

CAPITAL INVESTMENT: **\$15.9M**

JOB CREATION: **300 new hires on or before 12/31/21**
Average salary of new jobs \$52,938.

RETAINED JOBS **10 jobs will be retained as part of this project**

Economic Impact (Employment Only) Results using *IMPLAN Model Version 3.1*

Total Job Creation Output Impact	Direct, Indirect, Induced Jobs	\$ 53,521,220 /Yr 5
Total Labor Income Impact	Direct Jobs Only	\$ 29,650,327 /Yr 5
State & Local Tax Impact (excluding ad valorem)	Direct Jobs Only	\$ 495,915 /Yr 5
Total Employment Impact	Direct Jobs	300.00
	Indirect Jobs	74.8
	Induced Jobs	107.8
	Total jobs resulting from this investment	482.6

This information is intended solely for the use of The Greater Fort Lauderdale Alliance, Inc. in the determination of recommendation for financial incentives. The information will be treated as confidential and/or privileged material for the sole use of the Greater Fort Lauderdale Alliance and its governmental partners. This information will remain confidential per Florida Statutes 288.075, Confidentiality of Records. Any review, retransmission, dissemination or other use of or taking action in reliance upon this information by persons or entities other than the intended recipient is prohibited by Florida Law.

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Direct Investment Impact Summary

Project:

Operations

1. Total Employment Impact Summary from IMPLAN (reported in 2014 dollars)

ImpactType	Employment (Jobs)	Labor Income (\$)	TotalValueAdded (\$)	Output (\$)
Direct Effect	300.0	\$15,053,873	\$18,774,627	\$29,650,327
Indirect Effect	74.8	\$3,913,266	\$6,203,479	\$10,647,280
Induced Effect	107.8	\$4,279,342	\$7,816,103	\$13,223,613
Total Effect	482.6	\$23,246,481	\$32,794,210	\$53,521,220

Capital Investment

3. Total Construction/Renovations Impact Summary (reported in 2014 dollars)

ImpactType	Employment (Jobs)	Labor Income (\$)	Total Value Added (\$)	Output (\$)
Direct Effect	28.1	\$1,340,074	\$1,974,345	\$3,900,000
Indirect Effect	4.6	\$252,269	\$416,736	\$729,458
Induced Effect	9.0	\$357,883	\$653,393	\$1,105,476
Total Effect	41.8	\$1,950,226	\$3,044,474	\$5,734,934

3. Total Other Equipment Impact Summary (reported in 2014 dollars)

ImpactType	Employment (Jobs)	Labor Income (\$)	Total Value Added (\$)	Output (\$)
Direct Effect	17.5	\$1,299,878	\$2,188,806	\$12,000,000
Indirect Effect	18.5	\$1,172,761	\$1,871,188	\$3,207,658
Induced Effect	14.0	\$556,988	\$1,017,148	\$1,720,879
Total Effect	50.1	\$3,029,627	\$5,077,143	\$16,928,537

Grand Total

6. Grand Total Impact Summary (reported in 2014 dollars)

ImpactType	Employment (Jobs)	Labor Income (\$)	Total Value Added (\$)	Output (\$)
Direct Effect	328.1	\$16,393,946	\$20,748,972	\$33,550,327
Indirect Effect	79.4	\$4,165,535	\$6,620,215	\$11,376,738
Induced Effect	116.8	\$4,637,226	\$8,469,496	\$14,329,089
Total Effect	524.3	\$25,196,706	\$35,838,683	\$59,256,154

Definitions:

Direct Effect

Refers to the impact created directly by the business activity. All jobs created as a direct result of the business activity.

Indirect Effect

Refers to those effects created by the producers of intermediate goods and service. All goods and services purchased as a result of the business activity.

Induced Effect

Refers to the subsequent round of spending in the local economy made by the households of the employees of businesses that incur both direct and indirect expenditures.

Total Effect

Refers to the Direct, Indirect, and Induced impacts summed together.

Employment

Total annual average jobs. This includes self-employed and wage and salary employees, and all full-time, part-time and seasonal jobs, based on a count of full-time /part-time averages over twelve months.

Labor Income	<p>Defines the total value paid to local workers within a region. Labor Income is the income source for Induced household spending estimations.</p> <p><i>Labor Income = Employee Compensation + Proprietor Income</i></p>
Total Value Added	<p>Comprised of Labor Income, Indirect Business Taxes, and Other Property Type Income. Value Added demonstrates an industry's value of production over the cost of its purchasing goods and services required to make its products. Value Added is often referred to as Gross Domestic Product (GDP).</p> <p><i>Value Added = Labor Income + Indirect Business Taxes + Other Property Type Income</i></p>
Output	<p>The total value of an industry's production, comprised of the value of the Intermediate Inputs and Value Added. In IMPLAN this is typically viewed as the value of a change in sales or the value of increased production. However, annual production is not always equal to annual sales. If production levels are higher than sales, surpluses become inventory. Because inventory does not drive additional impact in the year it was produced, in IMPLAN Direct Industry sales = Direct Output.</p> <p><i>Output = Intermediate Inputs + Value Added</i></p>

State and Local Tax Impact Report

Project:

Tax Results View By: Direct						
State/Local Copy Export						
Description	Employee Compensation	Proprietor Income	Tax on Production and Imports	Households	Corporations	
Dividends					\$3,113	
Social Ins Tax- Employee Contribution	\$6,976	\$0				
Social Ins Tax- Employer Contribution	\$13,625					
Tax on Production and Imports: Sales Tax			\$184,789			
Tax on Production and Imports: Property Tax			\$128,765			
Tax on Production and Imports: Motor Vehicle Lic			\$3,233			
Tax on Production and Imports: Severance Tax			\$239			
Tax on Production and Imports: Other Taxes			\$19,235			
Tax on Production and Imports: S/L NonTaxes			\$10,246			
Corporate Profit Tax					\$30,300	
Personal Tax: Income Tax				\$0		
Personal Tax: NonTaxes (Fines- Fees				\$71,676		
Personal Tax: Motor Vehicle License				\$16,323		
Personal Tax: Property Taxes				\$6,232		
Personal Tax: Other Tax: (Fish/Hunt)				\$1,165		
Total State and Local Tax:	\$20,601	\$0	\$346,507	\$95,395	\$33,412	
Total State and Local Tax Summary					\$495,915*	

*Representing Direct Employment Impact

Note: Ad valorem taxes not included

Definitions:

Dividends: State and Local government dividends represents dividend payments to government by corporations from investments.

Social Insurance Taxes- Employee Contribution: The social insurance contributions paid by state employees towards State sponsored pensions, in lieu of social security.

Social Insurance Taxes- Employer Contribution: The social insurance contributions paid by the State towards State sponsored pensions, in lieu of social security.

Tax on Production and Imports- Sales Tax: Sales taxes paid to State and Local government.

Tax on Production and Imports - Property Tax: Real Estate based property taxes paid by firms to State and Local governments. Because of the special situation encountered with Sector 361, this includes payments of property taxes made on homes.

Tax on Production and Imports - Motor Vehicle Lic:	Motor vehicle license taxes paid by forms to State and Local governments.
Tax on Production and Imports - Severance:	Taxes imposed by a State on the extraction of natural resources.
Tax on Production and Imports - Other Taxes:	Other taxes paid to State and Local governments include business licenses, documentary and stamp taxes.
Tax on Production and Imports: S/L Non-taxes:	IBT state and local non-tax payments include fines (such as parking and speeding tickets), fees (State and County park passes or day fees) and donated funds.
Corporate Profits Tax:	Corporate profits taxes paid to State and Local governments.
Personal Tax- Income Tax:	Income taxes paid by individuals to State and Local Government through withholding, declarations and final settlement, less refunds.
Personal Tax- Non-taxes (fines and fees):	Household personal nontax payments to State and Local governments include fines, donations, passport and immigration fees, and migratory bird-hunting stamps.
Personal Tax- Motor Vehicle Licenses:	Household personal motor vehicle fee payments to State and Local governments.
Personal Tax- Property Taxes:	Household personal property tax payments to State and Local governments. Dividend, interest, and rental income of persons with capital consumption adjustments are sometimes referred to as property income.
Personal Tax- Other Tax (Fishing/Hunting):	Other taxes consist of miscellaneous fees and licenses (such as hunting and fishing licenses, marriage licenses, registration of pleasure boats, and licenses for pets) to State and Local governments.

QTI Payout Schedule for Project RS1

Number of Jobs
QTI and Bonus Award Amount
Total QTI Refund

300
\$ 5,000
\$ 1,500,000

Input
Calculation

	12/31/2017	12/31/2018	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025	Total
Jobs	28	66	68	68	70	-	-	-	-	300

	12/31/2017	12/31/2018	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025	Total
Phase I		\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000					\$ 140,000
Phase II		-	\$ 82,500	\$ 82,500	\$ 82,500	\$ 82,500				\$ 330,000
Phase III				\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000			\$ 340,000
Phase IV					\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000		\$ 340,000
Phase V						\$ 87,500	\$ 87,500	\$ 87,500	\$ 87,500	\$ 350,000
Total Refund Payment	\$ -	\$ 35,000	\$ 117,500	\$ 202,500	\$ 287,500	\$ 340,000	\$ 267,500	\$ 172,500	\$ 87,500	\$ 1,500,000

State Contribution (80%)	\$ -	\$ 28,000	\$ 94,000	\$ 162,000	\$ 230,000	\$ 272,000	\$ 206,000	\$ 138,000	\$ 70,000	\$ 1,200,000
City Contribution (10%)	\$ 3,500	\$ 11,750	\$ 20,250	\$ 28,750	\$ 34,000	\$ 25,750	\$ 17,250	\$ 8,750	\$ -	\$ 150,000
County Contribution (10%)	\$ 3,500	\$ 11,750	\$ 20,250	\$ 28,750	\$ 34,000	\$ 25,750	\$ 17,250	\$ 8,750	\$ -	\$ 150,000

Note: Refund payments are offset from the job creation by one year because the refund payment is made to the company after July 1 (the beginning of the state's fiscal year), the year following the job creation. For example, for jobs created 12/31/14, the refund payment would be made in July 2015.

Memorandum to Mayor and Council Members
January 19, 2017

Exhibit 2

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RESOLUTION No. _____

A RESOLUTION OF THE CITY OF PLANTATION, FLORIDA
PERTAINING TO THE SUBJECT OF ECONOMIC
DEVELOPMENT; SUPPORTING CERTAIN REQUESTED
STATE ACTION FOR A PROJECT KNOWN AS "PROJECT
RS1"; RECOMMENDING THAT SUCH PROJECT BE
APPROVED AS A QUALIFIED TARGET INDUSTRY (QTI) AND
HIGH IMPACT BONUS BUSINESS PURSUANT TO
FLORIDA STATUTES SECTIONS 288.106 and 288.108;
PROVIDING FOR LOCAL FINANCIAL MONETARY SUPPORT
IN THE FORM OF CASH FOR THE QUALIFIED TARGET
INDUSTRY TAX REFUND AND HIGH IMPACT BONUS
REFUND; PROVIDING FINDINGS; PROVIDING A SAVINGS
CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the State of Florida has established a program within which certain
business entities considering the location or expansion of business centers within the State may
qualify for state and local financial incentives, such types of businesses being called "Qualified
Target Industries" (QTI); and,

WHEREAS, the QTI Program is a "pay for performance" program, meaning that if the
business benefitting from the program does not meet the State's performance requirements,
funding on the State and Local level is either reduced (in the case of some but not all
requirements being met) or not provided (in the case of no requirement being met); and,

WHEREAS, the QTI Program offers an additional "High-Impact Sector Bonus (HIPB)"
incentive for programs that fall within the "high-impact sectors" designated under Florida Statute
288.108; and;

WHEREAS, a certain business referred to as "Project RS1" is an international
headquarters, wishes to expand and/or relocate and intends to be located within the municipal
boundaries of Plantation; and,

WHEREAS, Project RS1 is seeking financial incentives through the State QTI Program;
and,

WHEREAS, Project RS1 has been identified as a Target Industry Business under
Florida Statutes Section 288.106 and, moreover, falls within one of the high-impact sectors
designated under Florida Statutes 288.108; and,

WHEREAS, Project RS1 is eligible to apply for the Qualified Target Industry Tax Refund;
and,

WHEREAS, the City has been informed by the Greater Fort Lauderdale Alliance that
Project RS1 is evaluating several areas for its upcoming location/expansion, one such area
being Plantation, Florida, and other cities located outside of Florida; and,

52 **WHEREAS**, the City is also informed by the Greater Fort Lauderdale Alliance that if
53 Project RS1 locates within Plantation, it would include the creation of direct, indirect and
54 induced jobs in Broward County, and the creation of 300 net new jobs within Plantation, with an
55 average wage of \$52,938 and a comprehensive capital investment of \$15.9 million; and,
56

57 **WHEREAS**, Project RS1's location in Plantation will facilitate the further development of
58 the City's international headquarters professional business portfolio, thus enhancing the City of
59 Plantation's reputation as a desirable destination for these types of businesses and industries;
60 and,
61

62 **WHEREAS**, the City of Plantation wishes to provide additional local financial support of
63 10% of the total tax refund paid under the provisions of the State's Qualified Target Industry Tax
64 Refund Program, including the High-Impact Sector Bonus (HIPI)" incentive; and,
65

66 **WHEREAS**, the City has determined that the cooperative intergovernmental effort to
67 induce Project RS1 to locate in Plantation represents a rare opportunity to significantly further
68 the City's economic development;
69

70
71 **NOW, THEREFORE, BE IT RESOLVED BY THE City of Plantation, that:**
72

73 **Section 1.** The foregoing recitals are approved.
74

75 **Section 2.** The City recommends that Project RS1 be approved as a Qualified Target
76 Industry Business pursuant to Florida Statutes, Section 288.106.
77

78 **Section 3.** The City will provide local financial monetary support in the form of cash for the
79 Qualified Target Industry Tax Refund for Project RS1 in the amount of \$150,000 for the
80 Qualified Target Industry Tax Refund. This amount will be made available in accordance with
81 performance requirements set forth by the Department of Economic Community with the
82 stipulation that these funds are intended to represent local financial support pursuant to Florida
83 Statutes, Section 288.106. The Mayor and Chief Administrative Officer are authorized to
84 execute such legal undertakings as are necessary to implement local municipal support
85 approved by this Resolution.
86

87 **Section 4.** While the City is indicating its local support and financial support for Project RS1
88 for the purposes of providing an incentive for desired economic development within the State's
89 QTI Program by promulgating this Resolution, to the extent, if any, that the location or
90 expansion of Project RS1 within Plantation requires any future development approvals or
91 permits from either the City or from other governmental agencies with jurisdiction, the City's
92 promulgation of this Resolution shall not constitute a representation, covenant, or warranty of
93 the City to the State or to Project RS1, or an inducement to Project RS1, that any of the
94 foregoing development approvals can or will be obtained.
95

96 **Section 5.** Should any section, paragraph, sentence, clause, phrase or other part of this
97 Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not
98 affect the validity of this Resolution as a whole or any portion or part thereof, other than the part
99 so declared to be invalid.
100

101 **Section 6.** This Resolution shall take effect immediately upon passage by the City Council
102 and signature by the Mayor.

PASSED AND ADOPTED by the City Council this _____ day of _____,
201__.

SIGNED by the Mayor this _____ day of _____, 201__.

MAYOR

ATTEST:

CITY CLERK

REQUESTED BY: _____ APPROVED _____ DATE _____

DEPT. OK: _____

ADMIN. OK: _____

ATTY. OK: _____

AS TO FORM ONLY

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Resolution was received by the
Office of the City Clerk and entered into the Public Record this _____ day of _____,
201__.

Susan Slattery, City Clerk

Memorandum to Mayor and Council Members
January 19, 2017

Exhibit 3

Select Year: 2015 ▼ Go

The 2015 Florida Statutes

[Title XIX](#)
PUBLIC
BUSINESS

[Chapter 288](#)
COMMERCIAL DEVELOPMENT AND CAPITAL
IMPROVEMENTS

[View Entire
Chapter](#)

288.075 Confidentiality of records.—

(1) DEFINITIONS.—As used in this section, the term:

(a) “Economic development agency” means:

1. The Department of Economic Opportunity;
2. Any industrial development authority created in accordance with part III of chapter 159 or by special law;
3. Space Florida created in part II of chapter 331;
4. The public economic development agency of a county or municipality or, if the county or municipality does not have a public economic development agency, the county or municipal officers or employees assigned the duty to promote the general business interests or industrial interests of that county or municipality or the responsibilities related thereto;
5. Any research and development authority created in accordance with part V of chapter 159; or
6. Any private agency, person, partnership, corporation, or business entity when authorized by the state, a municipality, or a county to promote the general business interests or industrial interests of the state or that municipality or county.

(b) “Proprietary confidential business information” means information that is owned or controlled by the corporation, partnership, or person requesting confidentiality under this section; that is intended to be and is treated by the corporation, partnership, or person as private in that the disclosure of the information would cause harm to the business operations of the corporation, partnership, or person; that has not been disclosed unless disclosed pursuant to a statutory provision, an order of a court or administrative body, or a private agreement providing that the information may be released to the public; and that is information concerning:

1. Business plans.
2. Internal auditing controls and reports of internal auditors.
3. Reports of external auditors for privately held companies.

(c) “Trade secret” has the same meaning as in s. [688.002](#).

(2) PLANS, INTENTIONS, AND INTERESTS.—

(a)1. If a private corporation, partnership, or person requests in writing before an economic incentive agreement is signed that an economic development agency maintain the confidentiality of information concerning plans, intentions, or interests of such private corporation, partnership, or person to locate, relocate, or expand any of its business activities in this state, the information is confidential and exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution for 12 months after the date an economic development agency receives a request for confidentiality or until the information is

otherwise disclosed, whichever occurs first.

2. An economic development agency may extend the period of confidentiality specified in subparagraph 1. for up to an additional 12 months upon written request from the private corporation, partnership, or person who originally requested confidentiality under this section and upon a finding by the economic development agency that such private corporation, partnership, or person is still actively considering locating, relocating, or expanding its business activities in this state. Such a request for an extension in the period of confidentiality must be received prior to the expiration of any confidentiality originally provided under subparagraph 1.

If a final project order for a signed economic development agreement is issued, then the information will remain confidential and exempt for 180 days after the final project order is issued, until a date specified in the final project order, or until the information is otherwise disclosed, whichever occurs first. However, such period of confidentiality may not extend beyond the period of confidentiality established in subparagraph 1. or subparagraph 2.

(b) A public officer or employee may not enter into a binding agreement with any corporation, partnership, or person who has requested confidentiality of information under this subsection until 90 days after the information is made public unless:

1. The public officer or employee is acting in an official capacity;
2. The agreement does not accrue to the personal benefit of such public officer or employee; and
3. In the professional judgment of the officer or employee, the agreement is necessary to effectuate an economic development project.

(3) **TRADE SECRETS.**—Trade secrets held by an economic development agency are confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

(4) **PROPRIETARY CONFIDENTIAL BUSINESS INFORMATION.**—Proprietary confidential business information held by an economic development agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution, until such information is otherwise publicly available or is no longer treated by the proprietor as proprietary confidential business information.

(5) **IDENTIFICATION, ACCOUNT, AND REGISTRATION NUMBERS.**—A federal employer identification number, reemployment assistance account number, or Florida sales tax registration number held by an economic development agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

(6) **ECONOMIC INCENTIVE PROGRAMS.**—

¹(a) The following information held by an economic development agency pursuant to the administration of an economic incentive program for qualified businesses is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution for a period not to exceed the duration of the incentive agreement, including an agreement authorizing a tax refund or tax credit, or upon termination of the incentive agreement:

1. The percentage of the business's sales occurring outside this state and, for businesses applying under s. 288.1045, the percentage of the business's gross receipts derived from Department of Defense contracts during the 5 years immediately preceding the date the business's application is submitted.
2. An individual employee's personal identifying information that is held as evidence of the achievement or nonachievement of the wage requirements of the tax refund, tax credit, or incentive agreement programs or of the job creation requirements of such programs.
3. The amount of:

- a. Taxes on sales, use, and other transactions paid pursuant to chapter 212;
- b. Corporate income taxes paid pursuant to chapter 220;
- c. Intangible personal property taxes paid pursuant to chapter 199;
- d. Insurance premium taxes paid pursuant to chapter 624;
- e. Excise taxes paid on documents pursuant to chapter 201;
- f. Ad valorem taxes paid, as defined in s. 220.03(1); or
- g. State communications services taxes paid pursuant to chapter 202.

However, an economic development agency may disclose in the annual incentives report required under s. 288.907 the aggregate amount of each tax identified in this subparagraph and paid by all businesses participating in each economic incentive program.

(b)1. The following information held by an economic development agency relating to a specific business participating in an economic incentive program is no longer confidential or exempt 180 days after a final project order for an economic incentive agreement is issued, until a date specified in the final project order, or if the information is otherwise disclosed, whichever occurs first:

- a. The name of the qualified business.
- b. The total number of jobs the business committed to create or retain.
- c. The total number of jobs created or retained by the business.
- d. Notwithstanding s. 213.053(2), the amount of tax refunds, tax credits, or incentives awarded to, claimed by, or, if applicable, refunded to the state by the business.

e. The anticipated total annual wages of employees the business committed to hire or retain.

2. For a business applying for certification under s. 288.1045 which is based on obtaining a new Department of Defense contract, the total number of jobs expected and the amount of tax refunds claimed may not be released until the new Department of Defense contract is awarded.

(7) **PENALTIES.**—Any person who is an employee of an economic development agency who violates the provisions of this section commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

History.—s. 1, ch. 77-75; s. 1, ch. 79-395; s. 3, ch. 83-47; s. 1, ch. 86-152; s. 1, ch. 86-180; s. 1, ch. 86-218; s. 1, ch. 89-217; s. 104, ch. 90-360; s. 245, ch. 91-224; s. 220, ch. 95-148; s. 1, ch. 95-378; s. 1, ch. 96-353; s. 135, ch. 96-406; s. 14, ch. 99-256; s. 1, ch. 2001-161; s. 5, ch. 2002-183; s. 27, ch. 2003-286; s. 55, ch. 2006-60; s. 1, ch. 2006-157; s. 1, ch. 2007-203; s. 23, ch. 2011-76; s. 148, ch. 2011-142; s. 1, ch. 2012-28; s. 55, ch. 2012-30.

¹**Note.**—Section 35, ch. 2011-76, provides that:

“(1) The executive director of the Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under ss. 120.536(1) and 120.54(4), Florida Statutes, for the purpose of implementing this act.

“(2) Notwithstanding any other provision of law, such emergency rules shall remain in effect for 6 months after the date adopted and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.”



City of Plantation
City Council Chambers

Subject:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 5, 2017 through January 18, 2017 for the City of Plantation's Gateway Development District.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 5, 2017 through January 18, 2017 for the City of Plantation's Gateway Development District.

ATTACHMENTS:

Description	Upload Date	Type
Bill List Gateway Cover & Week 1	1/19/2017	Cover Memo
Bill List Gateway Week 2	1/19/2017	Cover Memo

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXPENDITURES AND
APPROPRIATIONS REFLECTED IN THE WEEKLY EXPENDITURE REPORT
FOR THE PERIOD January 05, 2017 THROUGH January 18, 2017
THE PLANTATION GATEWAY DEVELOPMENT DISTRICT

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PLANTATION GATEWAY DEVELOPMENT DISTRICT, that:

The expenditures reflected on the attached weekly Expenditure Reports from the Plantation Gateway Development District's funds are herewith approved and ratified. The planned and actual appropriations and expenditures shown in said reports are hereby authorized, ratified, and approved and shall be funded from existing revenue sources. For those planned and actual appropriations and expenditures that exceed the total prior approved budget amount at the fund level, as amended, the appropriate fund's budget is hereby increased by that amount necessary to accommodate the planned and actual expenditure and appropriations for the fund as listed in the attached reports. A copy of the said weekly reports will be filed with the City Clerk of the City of Plantation with a copy of the Resolution attached thereto.

APPROVED AND ADOPTED BY THE CITY COUNCIL SITTING AS THE BOARD OF DIRECTORS OF THE PLANTATION GATEWAY DEVELOPMENT DISTRICT THIS Wednesday, January 25, 2017.

Chairperson

ATTEST:

City Clerk

Approval:

Finance

Date

Administration

Date

Plantation Gateway Development District

Computer Check Register

Check Dates 1/5/2017 to 1/11/2017



<u>Check</u>	<u>Vendor</u>	<u>Checks Voided</u>	<u>Amount</u>	<u>Check Date</u>
142114	COAST PUMP WATER TECHNOLOGIES		549.60	01/11/2017
142115	NATIONAL RUST & WATER		347.49	01/11/2017
142060	PLANTATION UTILITIES		2,909.64	01/11/2017
			<u>3,806.73</u>	

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

Plantation Gateway Development District**Check & Credit Register Detail****Check Dates 1/5/2017 to 1/11/2017**

<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
COAST PUMP WATER TECHNOLOGIES						
	01/11/2017	142114	Computer	549.60	112-0000	R/M-Grounds
				549.60		
NATIONAL RUST & WATER						
	01/11/2017	142115	Computer	347.49	112-0000	R/M-Grounds
				347.49		
PLANTATION UTILITIES						
	01/11/2017	142060	Computer	2,909.64	112-0000	Water/wastewater
				2,909.64		
			Sum of Computer Checks	3,806.73		
			Sum of Manual Checks			
			Total	3,806.73		

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

Plantation Gateway Development District
Check & Payment Register Fund Summary
Check Dates 1/5/2017 to 1/11/2017



<u>Fund</u>	<u>Fund Name</u>	<u>Computer Checks</u>	<u>Manual Checks</u>	<u>Credits</u>	<u>Total</u>
112	Plantation Gateway Dev Dist	3,806.73			3,806.73
		<u>3,806.73</u>			<u>3,806.73</u>

Plantation Gateway Development District

Computer Check Register

Check Dates 1/12/2017 to 1/18/2017



<u>Check</u>	<u>Vendor</u>	<u>Checks Voided</u>	<u>Amount</u>	<u>Check Date</u>
142417	BANK OF AMERICA		78.35	01/18/2017
			<u>78.35</u>	

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

Plantation Gateway Development District

Check & Credit Register Detail

Check Dates 1/12/2017 to 1/18/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
BANK OF AMERICA	01/18/2017	142417	Computer			
				78.35	112-0000	Promotional materials/services
				78.35		
		Sum of Computer Checks		78.35		
		Sum of Manual Checks				
		Total		78.35		

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

Plantation Gateway Development District
Check & Payment Register Fund Summary
Check Dates 1/12/2017 to 1/18/2017



<u>Fund</u>	<u>Fund Name</u>	<u>Computer Checks</u>	<u>Manual Checks</u>	<u>Credits</u>	<u>Total</u>
112	Plantation Gateway Dev Dist	78.35			78.35
		<u>78.35</u>			<u>78.35</u>

**Plantation City Council
Meeting Agenda**

**Notice of City Council
Meeting**

**Wednesday, January 25,
2017 ~ 7:30 PM**



City of Plantation
City Council Chambers

Subject:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 5, 2017 through January 18, 2017 for the City of Plantation.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 5, 2017 through January 18, 2017 for the City of Plantation.

ATTACHMENTS:

Description

Bill List General Cover & Week 1

Bill List General Week 2

Upload Date

1/19/2017

1/19/2017

Type

Cover Memo

Cover Memo

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXPENDITURES AND
APPROPRIATIONS REFLECTED IN THE WEEKLY EXPENDITURE REPORT
FOR THE PERIOD January 05, 2017 THROUGH January 18, 2017

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA, that:

The expenditures reflected on the attached weekly Expenditure Reports from all City funds are herewith approved and ratified. The planned and actual appropriations and expenditures shown in said reports are hereby authorized, ratified, and approved and shall be funded from existing revenue sources. For those planned and actual appropriations and expenditures that exceed the total prior approved budget amount at the fund level, as amended, the appropriate fund's budget is hereby increased by that amount necessary to accommodate the planned and actual expenditures and appropriations for the fund as listed in the attached reports. A copy of the said weekly reports will be filed with the City Clerk of the City of Plantation with a copy of the Resolution attached thereto.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA, THIS Wednesday, January 25, 2017.

Mayor

ATTEST:

City Clerk

Approval:

Finance

Date

Administration

Date

City of Plantation**Computer Check Register****Check Dates 1/5/2017 to 1/11/2017**

<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
142006	10-S TENNIS SUPPLY	4,157.90	01/11/2017
142010	211 BROWARD	2,500.00	01/11/2017
141943	ABC FLOORING INC	987.50	01/11/2017
141944	ACE PUMP & SUPPLY	95.76	01/11/2017
142122	ACE PUMP & SUPPLY	285.44	01/11/2017
141945	ADVANCED FIRE & SECURITY INC	358.65	01/11/2017
141946	AFLAC	13,864.39	01/11/2017
142061	ALEX MICHAEL POITEVIEN	108.00	01/11/2017
141942	Garnishment	58.61	01/06/2017
141947	ALLIED UNIVERSAL CORPORATION	2,678.58	01/11/2017
141948	ALPINE FARMS INC	250.00	01/11/2017
141949	ALSCO INC	99.24	01/11/2017
141951	AMERICAN EXPRESS TRAVEL RELATED SVC CO INC	84.99	01/11/2017
141950	AMERICAN PLUMBING INC	157.15	01/11/2017
141952	ANDIROSY DISTRIBUTION CORP	168.14	01/11/2017
142045	ANDRE MERLUCCI	91.00	01/11/2017
141930	Garnishment	296.77	01/06/2017
141932	Garnishment	369.23	01/06/2017
141953	AQUAGENIX	309.00	01/11/2017
141954	ARS ENVIRONMENTAL INC	350.00	01/11/2017
141957	AT& T	87.96	01/11/2017
141956	AT&T	158.81	01/11/2017
141960	AT&T MOBIITY	88.00	01/11/2017
141958	AT&T MOBIITY	41.63	01/11/2017
141959	AT&T MOBILITY-EOD	13,764.56	01/11/2017
141961	AT&T SOUTHEAST, AT&T GEORGIA	55.00	01/11/2017
142112	AT&T SOUTHEAST, AT&T GEORGIA	40.00	01/11/2017
141955	ATS INDUSTRIES INC	1,320.25	01/11/2017
141962	AUTOMATIC DATA PROCESSING LLC	7,920.70	01/11/2017
141963	AUTONATION CHEVROLET OF PEMBROKE PINES	140,688.00	01/11/2017
141964	BEACON GROUP INC	18,680.00	01/11/2017
141965	BELNICK INC	505.23	01/11/2017
141966	BENNETT AUTO SUPPLY INC	517.38	01/11/2017
141967	BIRCH COMMUNICATIONS	217.04	01/11/2017
141968	BLACK OLIVE EAST NURSERY & LANDSCAPING LLC	30.00	01/11/2017
141969	BOARD OF COUNTY COMMISSIONERS	269.20	01/11/2017
141972	BOARD OF COUNTY COMMISSIONERS	127.00	01/11/2017

City of Plantation

Computer Check Register

Check Dates 1/5/2017 to 1/11/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
141973	BOARD OF COUNTY COMMISSIONERS	193.30	01/11/2017
142113	BOARD OF COUNTY COMMISSIONERS	38.50	01/11/2017
141971	BOUND TREE MEDICAL LLC	611.55	01/11/2017
002529	BREAKTHRU BEVERAGE FLORIDA	250.82	12/09/2016
002535	BREAKTHRU BEVERAGE FLORIDA	176.52	12/22/2016
141974	BRENNTAG MID-SOUTH INC	2,268.00	01/11/2017
141927	BROWARD CO BOARD OF COUNTY COMMISSIONERS	21,997.00	01/06/2017
141928	BROWARD CO POLICE BENEVOLENT ASSOCIATION	232.10	01/06/2017
141977	BROWARD CO WATER & WASTEWATER SERVICES	533.23	01/11/2017
141976	BROWARD COUNTY REVENUE COLLECTOR	705.30	01/11/2017
141975	BROWARD NELSON FOUNTAIN SERVICE	207.00	01/11/2017
141978	BSN SPORTS LLC	61.45	01/11/2017
141979	BULLEX INC	541.00	01/11/2017
141980	BURKHARD'S TRACTOR & EQUIPMENT INC	2,621.78	01/11/2017
141981	CALLAWAY GOLF SALES COMPANY	2,420.48	01/11/2017
141983	CAN-AM GOLF GROUP LLC	1,568.00	01/11/2017
141985	CHENEY BROTHERS INC	2,515.29	01/11/2017
142039	CHRISTOPHER KURA	91.00	01/11/2017
142037	CINDY JONES	1,266.88	01/11/2017
142117	CINDY JONES	3,151.68	01/11/2017
141986	CINTAS CORPORATION NO 017	1,552.88	01/11/2017
141987	CITY FIRE INC	106.00	01/11/2017
141988	COAST PUMP WATER TECHNOLOGIES	1,048.60	01/11/2017
142120	COAST PUMP WATER TECHNOLOGIES	267.33	01/11/2017
142121	COAST PUMP WATER TECHNOLOGIES	28.82	01/11/2017
141989	COBAL VIDEO	1,500.00	01/11/2017
142012	COCA-COLA REFRESHMENTS USA INC	191.71	01/11/2017
141990	COMCAST	154.64	01/11/2017
141991	COMCAST	124.90	01/11/2017
141992	COMMERCIAL ENERGY SPECIALISTS	1,349.95	01/11/2017
141993	COMMUNITY REDEVELOPMENT ASSOC OF FL INC	2,190.00	01/11/2017
141994	CONTINUANT INC	1,669.81	01/11/2017
141995	CROSS MATCH TECHNOLOGIES INC	781.44	01/11/2017
141996	DEBBIE MCKEEVER - PETTY CASH	57.25	01/11/2017
141941	DEREK WRIGHT	67.33	01/06/2017
141998	DIAMOND R FERTILIZER CO INC	980.00	01/11/2017
141937	Garnishment	154.62	01/06/2017
141982	DOLORES M CAMPBELL	1,112.07	01/11/2017

City of Plantation

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Check Dates 1/5/2017 to 1/11/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
141999	DOOR SYSTEMS OF SOUTH FLORIDA	82.00	01/11/2017
002526	Double Eagle Distributing Inc	451.10	12/01/2016
002532	Double Eagle Distributing Inc	525.50	12/15/2016
002534	Double Eagle Distributing Inc	140.00	12/22/2016
002537	Double Eagle Distributing Inc	345.50	12/29/2016
141997	DPI OF PLANTATION	1,442.00	01/11/2017
142000	DVM INSURANCE AGENCY	792.06	01/11/2017
142087	E LANEY STEARNS III	199.00	01/11/2017
142001	EDCO AWARDS & SPECIALTIES	29.94	01/11/2017
142002	EDJ SERVICE INC	2,900.00	01/11/2017
142003	EDWARD DON & COMPANY	197.88	01/11/2017
142005	ENVIRONMENTAL PRODUCTS OF FLORIDA	452.43	01/11/2017
142007	FASTENAL COMPANY	101.24	01/11/2017
142078	FASTSIGNS/DAVIE	150.00	01/11/2017
142014	FCX PERFORMANCE INC	1,027.50	01/11/2017
142008	FERGUSON ENTERPRISES INC	324.00	01/11/2017
142011	FITNESS SOURCE	354.50	01/11/2017
142013	FLORIDA BULLET INC	9,795.10	01/11/2017
142015	FLORIDA STATE GOLF ASSOCIATION INC	58.50	01/11/2017
142016	GAUCHITAS EMPANADAS ARGENTINAS LLC	375.00	01/11/2017
142019	GLOBAL EQUIPMENT CO INC	500.66	01/11/2017
002525	Gold Coast Beverage Distributors Inc	459.60	12/01/2016
002531	Gold Coast Beverage Distributors Inc	821.50	12/15/2016
002538	Gold Coast Beverage Distributors Inc	681.00	12/29/2016
142018	GORDON FOOD SERVICE	1,120.98	01/11/2017
142022	GREEN THUMB LAWN & GARDEN LLC	749.41	01/11/2017
142023	GRIZZLY INDUSTRIAL INC	1,874.00	01/11/2017
142063	GUIDANT MANAGEMENT GROUP LLC	4,457.82	01/11/2017
142119	Hall Fountains Inc	9,263.18	01/11/2017
142024	HARN R/O SYSTEMS INC	27,312.20	01/11/2017
000309	HAZEN & SAWYER PC	46,966.11	01/11/2017
142093	HECTOR TURF	360.11	01/11/2017
142025	HELENA CHEMICAL COMPANY	220.50	01/11/2017
142026	HOME DEPOT CREDIT SERVICES	483.19	01/11/2017
142027	HOUSING AND ASSISTIVE TECHNOLOGY INC	1,725.00	01/11/2017
142028	HUDSON PUMP & EQUIPMENT	1,876.12	01/11/2017
142029	IMPACT BROWARD INC	1,006.60	01/11/2017
142030	IMPERIAL ELECTRIC & LIGHTING	303.34	01/11/2017

City of Plantation

Computer Check Register

Check Dates 1/5/2017 to 1/11/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
000310	INFOR PUBLIC SECTOR INC	12,780.00	01/11/2017
142031	INFOR PUBLIC SECTOR INC	7,222.64	01/11/2017
142032	INSIGHT PUBLIC SECTOR INC	196.40	01/11/2017
142033	INTERSTATE SCREW CORP	124.50	01/11/2017
142035	J FELDMAN SIGNS INC	147.60	01/11/2017
141931	Garnishment	304.99	01/06/2017
142056	JAROSLAW PARKOLAP	2,500.00	01/11/2017
142034	JEFFREY ALLEN INC	63.76	01/11/2017
142020	JOEL DAVID GORDON	618.75	01/11/2017
142116	JOEL DAVID GORDON	163.00	01/11/2017
142036	JOHNSON, ANSELMO, MURDOCH, BURKE,	12,860.26	01/11/2017
141984	KATHLEEN CARTER	6,904.55	01/11/2017
142040	LAKE MASTERS AQUATIC WEED CONTROL INC	1,904.00	01/11/2017
142041	LARRY KLINE WHOLESALE MEATS & PROVISIONS INC	288.09	01/11/2017
142042	LEXIS NEXIS RISK SOLUTIONS	305.25	01/11/2017
142043	LIBERTY PROCESS EQUIPMENT INC	97.09	01/11/2017
142044	LINE-TEC INC	874.00	01/11/2017
142047	M & H AUTOMOTIVE INC	59.44	01/11/2017
142021	MARTIN GRADY	955.30	01/11/2017
141925	MICHAEL J. ADER	7,018.12	01/06/2017
142048	MIDWEST MEDICAL SUPPLY CO LLC	221.68	01/11/2017
142046	MONICA LYNN MERLUCCI	91.00	01/11/2017
141934	Garnishment	320.76	01/06/2017
142049	MSC INDUSTRIAL SUPPLY CO INC	330.84	01/11/2017
142050	NATIONAL RUST & WATER	185.76	01/11/2017
142051	NU-TURF LAWN & GARDEN	1,339.60	01/11/2017
142053	OFFICE DEPOT INC	58.54	01/11/2017
142054	ON-HOLD CONCEPTS INC	85.00	01/11/2017
142055	PACE ANALYTICAL SERVICES INC	253.50	01/11/2017
142057	PHIL SMITH CHEVROLET	134.28	01/11/2017
142058	PINK PUSSYCAT FLOWER SHOP INC	168.50	01/11/2017
142059	PITTMAN, SHANNON	250.00	01/11/2017
141935	Garnishment	228.55	01/06/2017
141936	PREFERRED IDENTITY PLAN	190.00	01/06/2017
142062	PRIME TURF INC	2,925.00	01/11/2017
142064	PRO-GROUNDS PRODUCTS INC	832.00	01/11/2017
000311	PUBLIC FINANCIAL MANAGEMENT INC	888.20	01/11/2017
142066	PUBLIC FINANCIAL MANAGEMENT INC	5,699.66	01/11/2017

City of Plantation

Computer Check Register

Check Dates 1/5/2017 to 1/11/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
142065	PUBLIX SUPERMARKETS INC	149.07	01/11/2017
142067	PUMP STATION MAINTENANCE SERVICES LLC	50,390.74	01/11/2017
142070	R. L. SCHREIBER INC	60.45	01/11/2017
141926	Garnishment	480.00	01/06/2017
142068	RENAISSANCE PLANTATION	2,000.00	01/11/2017
002528	Republic National Distributing	373.40	12/06/2016
142069	REV RTC INC dba HALL-MARK RTC	1,873.67	01/11/2017
142071	Robin Russell	91.00	01/11/2017
142052	RYAN OBEL	91.00	01/11/2017
142073	S&D COFFEE INC	195.91	01/11/2017
142072	SAFARI RIDES	690.00	01/11/2017
141970	SARAH BOUCHER	210.00	01/11/2017
142074	SEAVEY GARDEN & EQUIPMENT CENTER	117.95	01/11/2017
142075	SEVEN C'S LINEN SERVICE	533.30	01/11/2017
141929	Garnishment	369.23	01/06/2017
142076	SHERWIN WILLIAMS COMPANY	610.76	01/11/2017
142077	SIGNS NOW #424	1,418.39	01/11/2017
142079	SIMONIZ CAR WASH	14.99	01/11/2017
142080	SITEONE LANDSCAPE SUPPLY LLC	1,577.40	01/11/2017
142081	SOUTHERN ARMATURE & PUMP CO	789.00	01/11/2017
002527	SOUTHERN GLAZER'S WINE & SPIRITS OF FLORIDA	983.13	12/01/2016
002530	SOUTHERN GLAZER'S WINE & SPIRITS OF FLORIDA	710.87	12/08/2016
002533	SOUTHERN GLAZER'S WINE & SPIRITS OF FLORIDA	1,029.34	12/15/2016
002536	SOUTHERN GLAZER'S WINE & SPIRITS OF FLORIDA	223.92	12/22/2016
142082	SOUTHERN LOCK & SUPPLY CO	26.24	01/11/2017
142083	SPLIT SECOND TIMING INC	3,420.00	01/11/2017
142123	SPRINT	60.00	01/11/2017
142084	SPRINT SOLUTIONS INC	21.00	01/11/2017
142085	STAPLES ADVANTAGE	473.67	01/11/2017
142086	STATE OF FLORIDA	3,746.19	01/11/2017
142004	STEVEN E EISENBERG P A	315.47	01/11/2017
142088	SUMMIT SECURITY ALARM	255.00	01/11/2017
142089	SUNTRUST BANK	54.10	01/11/2017
142090	SUNTRUST BANK	5,571.57	01/11/2017
142091	SUPPLYWORKS	1,872.12	01/11/2017
142092	TECH AIR INC	95.00	01/11/2017
142009	THE FILTER STORE INC	1,688.58	01/11/2017
142038	THE KNOT	3,132.00	01/11/2017

City of Plantation

Computer Check Register

Check Dates 1/5/2017 to 1/11/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
142094	THOMPSON PUMP & MANUFACTURING CO INC	4,804.82	01/11/2017
142095	THYSSENKRUPP ELEVATOR CORPORATION	4,421.35	01/11/2017
142096	T-MOBILE	18.94	01/11/2017
142097	T-MOBILE	75.76	01/11/2017
142098	T-MOBILE	320.82	01/11/2017
142118	T-MOBILE	74.90	01/11/2017
142100	TOWN & COUNTRY TITLE GUARANTY OF HOLLYWOOD	40,000.00	01/11/2017
142101	TRIPLE R PAVING INC	252.00	01/11/2017
141939	Garnishment	144.80	01/06/2017
142103	UNITED HEALTHCARE INSURANCE CO	36,867.66	01/11/2017
142104	UNITED LIGHTING SALES INC	15.00	01/11/2017
141938	UNITED PARCEL SERVICE INC	77.82	01/06/2017
142105	UNITED PARCEL SERVICE INC	65.20	01/11/2017
142106	VANQUARD INDUSTRIES EAST	264.55	01/11/2017
142107	VERIZON WIRELESS	698.42	01/11/2017
142017	VICKI GELFUND	500.00	01/11/2017
141933	Garnishment	344.82	01/06/2017
141940	WASTE MANAGEMENT INC OF FLORIDA	604,094.88	01/06/2017
142108	WEEKLEY ASPHALT PAVING INC	1,279.18	01/11/2017
142109	WESTFIELD BROWARD MALL LLC	2.00	01/11/2017
000312	WINNINGHAM & FRADLEY INC	4,700.00	01/11/2017
142110	WINNINGHAM & FRADLEY INC	16,325.25	01/11/2017
142111	WOMEN IN DISTRESS OF BROWARD COUNTY INC	4,863.92	01/11/2017

1,262,011.07

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

City of Plantation
Manual Check Register
Posted Dates 1/5/2017 to 1/11/2017



<u>Payment</u>	<u>Vendor</u>	<u>Amount</u>	<u>Posting Date</u>
W00000000000211079	AIG Retirement	50,112.05	01/05/2017
CASH	Credit Card Refunds	45.72	12/30/2016
CASH	Credit Card Refunds	110.00	12/30/2016
CASH	Credit Card Refunds	125.00	12/30/2016
CASH	Credit Card Refunds	318.00	12/30/2016
CASH	Credit Card Refunds	500.00	12/30/2016
CASH	Credit Card Refunds	500.00	12/30/2016
W00000000000211041	FLORIDA SDU	4,987.20	01/06/2017
W00000000000211080	FRATERNAL ORDER OF POLICE LODGE 31	3,447.15	01/05/2017
W00000000000211078	General Employees Pension Fund	71,877.96	01/05/2017
W00000000000211077	GUIDANT MANAGEMENT GROUP LLC	51,995.08	01/05/2017
W00000000000211083	Internal Revenue Service	535,022.05	01/09/2017
W00000000000211081	Police Pension Fund	34,740.75	01/05/2017
W00000000000211039	Rae Carole Armstrong	4,884.23	01/03/2017
W00000000000211040	UNITED HEALTHCARE	128,033.44	01/05/2017
W00000000000211082	US DEPT OF HEALTH & HUMAN SVCS	38,610.00	01/06/2017
		925,308.63	

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

City of Plantation
Check & Credit Register Detail
Check Dates 1/5/2017 to 1/11/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
10-S TENNIS SUPPLY						
	01/11/2017	142006	Computer			
				267.90	001-7500	Tools/Under threshold furn/equip
				3,890.00	001-7531	R/M-Grounds
				4,157.90		
211 BROWARD						
	01/11/2017	142010	Computer			
				2,500.00	115-6600	Public services
				2,500.00		
ABC FLOORING INC						
	01/11/2017	141943	Computer			
				987.50	001-4300	R/M-Structures
				987.50		
ACE PUMP & SUPPLY						
	01/11/2017	141944	Computer			
				95.76	001-6712	R/M-Grounds
				95.76		
	01/11/2017	142122	Computer			
				285.44	001-0000	Suspense
				285.44		
ADVANCED FIRE & SECURITY INC						
	01/11/2017	141945	Computer			
				178.75	001-6712	R/M-Maintenance contract
				179.90	001-7500	R/M-Maintenance contract
				358.65		
AFLAC						
	01/11/2017	141946	Computer			
				13,864.39	880-0000	Accrued AFLAC Ins Pay

City of Plantation
Check & Credit Register Detail
Check Dates 1/5/2017 to 1/11/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				13,864.39	
ALEX MICHAEL POITEVIEN					
	01/11/2017	142061	Computer		
				<u>108.00</u>	001-4300 Food and shelter
				108.00	
Garnishment					
	01/06/2017	141942	Computer		
				<u>58.61</u>	880-0000 Accrued Emp Garnishment
				58.61	
ALLIED UNIVERSAL CORPORATION					
	01/11/2017	141947	Computer		
				<u>2,678.58</u>	440-0100 Supplies-Chemicals
				2,678.58	
ALPINE FARMS INC					
	01/11/2017	141948	Computer		
				<u>250.00</u>	001-5900 R/M-Grounds
				250.00	
ALSCO INC					
	01/11/2017	141949	Computer		
				<u>99.24</u>	449-4920 R/M-Maintenance contract
				99.24	
AMERICAN EXPRESS TRAVEL RELATED SVC CO INC					
	01/11/2017	141951	Computer		
				<u>84.99</u>	001-1100 Tools/Under threshold furn/equip
				84.99	
AMERICAN PLUMBING INC					
	01/11/2017	141950	Computer		
				103.78	001-3900 R/M-Structures
				15.52	001-7100 Capital Outlay: Machinery and Equipment

City of Plantation
Check & Credit Register Detail
Check Dates 1/5/2017 to 1/11/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				37.85	449-4924	R/M-Structures
				157.15		
ANDIROSY DISTRIBUTION CORP						
	01/11/2017	141952	Computer	168.14	449-0000	Inventory-Groceries
				168.14		
ANDRE MERLUCCI						
	01/11/2017	142045	Computer	91.00	001-4400	Food and shelter
				91.00		
Garnishment						
	01/06/2017	141930	Computer	296.77	880-0000	Accrued Emp Garnishment
				296.77		
Garnishment						
	01/06/2017	141932	Computer	369.23	880-0000	Accrued Emp Garnishment
				369.23		
AQUAGENIX						
	01/11/2017	141953	Computer	309.00	460-5200	R/M-Maintenance contract
				309.00		
ARS ENVIRONMENTAL INC						
	01/11/2017	141954	Computer	350.00	114-0000	Minor home repair/weatherization
				350.00		
AT& T						
	01/11/2017	141957	Computer	43.98	440-0100	Communications

City of Plantation
Check & Credit Register Detail
Check Dates 1/5/2017 to 1/11/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				43.98	440-0200	Communications
				87.96		
AT&T						
	01/11/2017	141956	Computer	158.81	001-4300	Communications
				158.81		
AT&T MOBIITY						
	01/11/2017	141958	Computer	41.63	001-3900	Communications
				41.63		
	01/11/2017	141960	Computer	44.00	440-0100	Communications
				44.00	440-0200	Communications
				88.00		
AT&T MOBILITY-EOD						
	01/11/2017	141959	Computer	13,214.03	001-2300	Communications
				275.26	440-0100	Communications
				275.27	440-0200	Communications
				13,764.56		
AT&T SOUTHEAST, AT&T GEORGIA						
	01/11/2017	141961	Computer	55.00	001-3900	R/M-Maintenance contract
				55.00		
	01/11/2017	142112	Computer	40.00	001-3900	R/M-Maintenance contract
				40.00		
ATS INDUSTRIES INC						
	01/11/2017	141955	Computer			

City of Plantation
Check & Credit Register Detail
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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				1,320.25	440-0100	R/M-Wells
				1,320.25		
AUTOMATIC DATA PROCESSING LLC						
	01/11/2017	141962	Computer	50.00	001-2300	R/M-Equipment
				7,870.70	001-2700	Outside service fees
				7,920.70		
AUTONATION CHEVROLET OF PEMBROKE PINES						
	01/11/2017	141963	Computer	140,688.00	001-3900	Capital Outlay: Machinery and Equipment
				140,688.00		
BEACON GROUP INC						
	01/11/2017	141964	Computer	18,680.00	001-5400	Liability/casualty insurance premiums
				18,680.00		
BELNICK INC						
	01/11/2017	141965	Computer	505.23	001-7500	Tools/Under threshold furn/equip
				505.23		
BENNETT AUTO SUPPLY INC						
	01/11/2017	141966	Computer	278.46	001-0000	Inventory-Garage
				238.92	001-3900	R/M-Vehicles
				517.38		
BIRCH COMMUNICATIONS						
	01/11/2017	141967	Computer	163.52	001-3900	Communications
				5.54	001-4300	Communications
				7.73	001-5500	Communications
				34.31	001-7500	Communications

City of Plantation
Check & Credit Register Detail
Check Dates 1/5/2017 to 1/11/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				5.94	001-7533	Communications
				217.04		
BLACK OLIVE EAST NURSERY & LANDSCAPING LLC						
	01/11/2017	141968	Computer	30.00	001-5900	R/M-Grounds
				30.00		
BOARD OF COUNTY COMMISSIONERS						
	01/11/2017	141969	Computer	269.20	113-1300	Debris removal
				269.20		
	01/11/2017	141972	Computer	100.00	001-1903	Advertising
				27.00	001-3900	Advertising
				127.00		
	01/11/2017	141973	Computer	193.30	114-0000	Minor home repair/weatherization
				193.30		
	01/11/2017	142113	Computer	20.00	001-1903	Advertising
				18.50	001-8850	Litigation fees
				38.50		
BOUND TREE MEDICAL LLC						
	01/11/2017	141971	Computer	611.55	001-4400	Supplies-Medical
				611.55		
BREAKTHRU BEVERAGE FLORIDA						
	01/05/2017	002529	Computer	250.82	449-0000	Inventory-Alcoholic Beverages

City of Plantation
Check & Credit Register Detail
Check Dates 1/5/2017 to 1/11/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				250.82		
	01/05/2017	002535	Computer	<u>176.52</u>	449-0000	Inventory-Alcoholic Beverages
				176.52		
BRENNTAG MID-SOUTH INC						
	01/11/2017	141974	Computer	<u>2,268.00</u>	440-0100	Supplies-Chemicals
				2,268.00		
BROWARD CO BOARD OF COUNTY COMMISSIONER						
	01/06/2017	141927	Computer	22,677.32	001-0000	Accrued County Permit Tax Payable
				<u>-680.32</u>	001-0000	Misc revenue-Commissions
				21,997.00		
BROWARD CO POLICE BENEVOLENT ASSOCIATION						
	01/06/2017	141928	Computer	<u>232.10</u>	880-0000	Accrued PBA Dues Pay
				232.10		
BROWARD CO WATER & WASTEWATER SERVICES						
	01/11/2017	141977	Computer	<u>533.23</u>	440-0200	Waste disposal
				533.23		
BROWARD COUNTY REVENUE COLLECTOR						
	01/11/2017	141976	Computer	<u>705.30</u>	001-3900	Capital Outlay: Machinery and Equipment
				705.30		
BROWARD NELSON FOUNTAIN SERVICE						
	01/11/2017	141975	Computer	207.00	001-7532	Supplies-Chemicals

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				207.00		
BSN SPORTS LLC						
	01/11/2017	141978	Computer	61.45	001-7500	R/M-Grounds
				61.45		
BULLEX INC						
	01/11/2017	141979	Computer	541.00	001-4300	Supplies/Materials-Expendable
				541.00		
BURKHARD'S TRACTOR & EQUIPMENT INC						
	01/11/2017	141980	Computer	30.51	001-0000	Inventory-Garage
				119.39	001-7500	R/M-Equipment
				2,471.88	440-0000	Equipment and furniture
				2,621.78		
CALLAWAY GOLF SALES COMPANY						
	01/11/2017	141981	Computer	4,570.48	449-4923	Tools/Under threshold furn/equip
				4,570.48		
	01/10/2017	927323443	Credit	-1,930.00	449-4923	Tools/Under threshold furn/equip
				-1,930.00		
	01/10/2017	927361528	Credit	-220.00	449-4923	Tools/Under threshold furn/equip
				-220.00		
CAN-AM GOLF GROUP LLC						
	01/11/2017	141983	Computer	1,568.00	449-0000	Commissions Payable - Canadian Wholesale

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				1,568.00		
CHENEY BROTHERS INC						
	01/11/2017	141985	Computer			
				2,225.43	449-0000	Inventory-Groceries
				122.52	449-4922	Supplies-Fuel
				167.34	449-4923	Supplies/Materials-Expendable
				2,515.29		
CHRISTOPHER KURA						
	01/11/2017	142039	Computer			
				91.00	001-4400	Food and shelter
				91.00		
CINDY JONES						
	01/11/2017	142037	Computer			
				1,266.88	001-7532	Outside instructors
				1,266.88		
	01/11/2017	142117	Computer			
				3,151.68	001-7532	Outside instructors
				3,151.68		
CINTAS CORPORATION NO 017						
	01/11/2017	141986	Computer			
				7.13	001-5500	Supplies/Materials-Expendable
				355.24	001-5500	Supplies-Uniforms/Protective gear
				7.13	001-5900	Supplies/Materials-Expendable
				118.62	001-5900	Supplies-Uniforms/Protective gear
				7.13	001-6711	Supplies/Materials-Expendable
				77.86	001-6711	Supplies-Uniforms/Protective gear
				49.63	001-6712	Supplies-Uniforms/Protective gear
				320.42	001-7500	Supplies-Uniforms/Protective gear
				7.13	113-1300	Supplies/Materials-Expendable
				43.86	113-1300	Supplies-Uniforms/Protective gear

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				271.95	440-0100	Supplies-Uniforms/Protective gear
				164.68	440-0200	Supplies-Uniforms/Protective gear
				86.45	449-4924	Rentals
				7.13	460-5200	Supplies/Materials-Expendable
				28.52	460-5200	Supplies-Uniforms/Protective gear
				1,552.88		
CITY FIRE INC						
	01/11/2017	141987	Computer			
				106.00	001-7500	R/M-Maintenance contract
				106.00		
COAST PUMP WATER TECHNOLOGIES						
	01/11/2017	141988	Computer			
				75.72	001-6712	R/M-Grounds
				172.42	001-6712	R/M-Structures
				695.43	001-7500	R/M-Grounds
				105.03	440-0100	R/M-Grounds
				1,048.60		
	01/11/2017	142120	Computer			
				267.33	001-0000	Suspense
				267.33		
	01/11/2017	142121	Computer			
				28.82	001-0000	Suspense
				28.82		
COBAL VIDEO						
	01/11/2017	141989	Computer			
				1,500.00	001-3900	Consultants
				1,500.00		
COCA-COLA REFRESHMENTS USA INC						
	01/11/2017	142012	Computer			
				191.71	449-0000	Inventory-Groceries

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				191.71		
COMCAST						
	01/11/2017	141990	Computer	154.64	001-4300	R/M-Maintenance contract
				154.64		
	01/11/2017	141991	Computer	124.90	001-2300	Communications
				124.90		
COMMERCIAL ENERGY SPECIALISTS						
	01/11/2017	141992	Computer	1,349.95	001-7532	Supplies-Chemicals
				1,349.95		
COMMUNITY REDEVELOPMENT ASSOC OF FL INC						
	01/11/2017	141993	Computer	2,190.00	114-0000	Consultants
				2,190.00		
CONTINUANT INC						
	01/11/2017	141994	Computer	1,669.81	001-2300	Communications
				1,669.81		
CROSS MATCH TECHNOLOGIES INC						
	01/11/2017	141995	Computer	781.44	001-2300	R/M-Maintenance contract-computers
				781.44		
DEBBIE MCKEEVER - PETTY CASH						
	01/11/2017	141996	Computer	33.71	440-0100	Transportation costs
				23.54	440-0200	Transportation costs

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				57.25		
DEREK WRIGHT						
	01/06/2017	141941	Computer	67.33	440-0000	Service charge-PE-Billing charges
				67.33		
DIAMOND R FERTILIZER CO INC						
	01/11/2017	141998	Computer	980.00	449-4924	Supplies-Chemicals
				980.00		
Garnishment						
	01/06/2017	141937	Computer	154.62	880-0000	Accrued Emp Garnishment
				154.62		
DOLORES M CAMPBELL						
	01/11/2017	141982	Computer	1,112.07	001-7532	Outside instructors
				1,112.07		
DOOR SYSTEMS OF SOUTH FLORIDA						
	01/11/2017	141999	Computer	82.00	001-4300	R/M-Structures
				82.00		
Double Eagle Distributing Inc						
	01/05/2017	002526	Computer	451.10	449-0000	Inventory-Beer
				451.10		
	01/05/2017	002532	Computer	525.50	449-0000	Inventory-Beer
				525.50		
	01/05/2017	002534	Computer			

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				140.00	449-0000	Inventory-Beer
				140.00		
	01/05/2017	002537	Computer	345.50	449-0000	Inventory-Beer
				345.50		
DPI OF PLANTATION						
	01/11/2017	141997	Computer	1,442.00	001-5300	Allocation Acct-Medical Administrative Costs
				1,442.00		
DVM INSURANCE AGENCY						
	01/11/2017	142000	Computer	792.06	880-0000	Accrued Pet Insurance
				792.06		
E LANEY STEARNS III						
	01/11/2017	142087	Computer	199.00	001-4300	Food and shelter
				199.00		
EDCO AWARDS & SPECIALTIES						
	01/11/2017	142001	Computer	29.94	449-4923	Supplies-Uniforms/Protective gear
				29.94		
EDJ SERVICE INC						
	01/11/2017	142002	Computer	2,900.00	001-7500	R/M-Grounds
				2,900.00		
EDWARD DON & COMPANY						
	01/11/2017	142003	Computer	197.88	449-4922	Tools/Under threshold furn/equip

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				197.88		
ENVIRONMENTAL PRODUCTS OF FLORIDA						
	01/11/2017	142005	Computer	452.43	440-0200	R/M-Vehicles
				452.43		
FASTENAL COMPANY						
	01/11/2017	142007	Computer	101.24	001-4300	R/M-Vehicles
				101.24		
FASTSIGNS/DAVIE						
	01/11/2017	142078	Computer	150.00	001-7500	Special events
				150.00		
FCX PERFORMANCE INC						
	01/11/2017	142014	Computer	1,027.50	440-0200	R/M-Equipment
				1,027.50		
FERGUSON ENTERPRISES INC						
	01/11/2017	142008	Computer	14.00	440-0100	R/M-Equipment
				310.00	440-0200	R/M-Equipment
				324.00		
FITNESS SOURCE						
	01/11/2017	142011	Computer	354.50	001-7500	R/M-Equipment
				354.50		
FLORIDA BULLET INC						
	01/11/2017	142013	Computer	9,795.10	001-3900	Supplies/Materials-Expendable

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				9,795.10	
FLORIDA STATE GOLF ASSOCIATION INC					
	01/11/2017	142015	Computer		
				58.50	449-4923 Rentals
				58.50	
GAUCHITAS EMPANADAS ARGENTINAS LLC					
	01/11/2017	142016	Computer		
				375.00	001-0000 Refunds-Accela System
				375.00	
GLOBAL EQUIPMENT CO INC					
	01/11/2017	142019	Computer		
				500.66	001-6711 Tools/Under threshold furn/equip
				500.66	
Gold Coast Beverage Distributors Inc					
	01/05/2017	002525	Computer		
				459.60	449-0000 Inventory-Beer
				459.60	
	01/05/2017	002531	Computer		
				821.50	449-0000 Inventory-Beer
				821.50	
	01/05/2017	002538	Computer		
				681.00	449-0000 Inventory-Beer
				681.00	
GORDON FOOD SERVICE					
	01/11/2017	142018	Computer		
				1,020.95	449-0000 Inventory-Groceries
				100.03	449-4922 Supplies-Janitorial
				1,120.98	

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
GREEN THUMB LAWN & GARDEN LLC						
	01/11/2017	142022	Computer	749.41	001-5500	Tools/Under threshold furn/equip
				749.41		
GRIZZLY INDUSTRIAL INC						
	01/11/2017	142023	Computer	1,874.00	440-0000	Equipment and furniture
				1,874.00		
GUIDANT MANAGEMENT GROUP LLC						
	01/11/2017	142063	Computer	4,457.82	449-4920	Outside service fees
				4,457.82		
Hall Fountains Inc						
	01/11/2017	142119	Computer	9,263.18	001-0000	Suspense
				9,263.18		
HARN R/O SYSTEMS INC						
	01/11/2017	142024	Computer	27,312.20	440-0100	Supplies-Chemicals
				27,312.20		
HAZEN & SAWYER PC						
	01/11/2017	000309	Computer	4,876.00	405-0000	CIP - Retrofit/Replace Water Plant Generat
				42,090.11	405-0000	CIP-Regional Wastewater Treatment Plant I
				46,966.11		
HECTOR TURF						
	01/11/2017	142093	Computer	360.11	449-4924	R/M-Vehicles
				360.11		

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
HELENA CHEMICAL COMPANY						
	01/11/2017	142025	Computer			
				220.50	001-5500	R/M-Grounds
				220.50		
HOME DEPOT CREDIT SERVICES						
	01/10/2017	0263897	Credit			
				-4.50	440-0200	Tools/Under threshold furn/equip
				-4.50		
	01/11/2017	142026	Computer			
				15.96	001-3900	R/M-Structures
				43.84	001-5500	Supplies/Materials-Expendable
				12.98	001-5500	Tools/Under threshold furn/equip
				15.92	001-6712	R/M-Structures
				61.94	001-6712	Supplies/Materials-Expendable
				1.94	001-7100	Capital Outlay: Machinery and Equipment
				87.66	001-7500	R/M-Structures
				20.92	001-7500	Supplies/Materials-Expendable
				19.88	001-7500	Supplies-Uniforms/Protective gear
				95.94	001-7500	Tools/Under threshold furn/equip
				23.22	001-7533	R/M-Structures
				7.99	440-0100	Supplies/Materials-Expendable
				79.50	440-0200	Tools/Under threshold furn/equip
				487.69		
HOUSING AND ASSISTIVE TECHNOLOGY INC						
	01/11/2017	142027	Computer			
				1,725.00	114-0000	Minor home repair/weatherization
				1,725.00		
HUDSON PUMP & EQUIPMENT						
	01/11/2017	142028	Computer			
				1,876.12	440-0200	R/M-Lift station-materials

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				1,876.12	
IMPACT BROWARD INC					
	01/11/2017	142029	Computer		
				<u>1,006.60</u>	115-6600 Public services
				1,006.60	
IMPERIAL ELECTRIC & LIGHTING					
	01/11/2017	142030	Computer		
				84.07	001-4300 R/M-Grounds
				91.54	001-6712 Supplies/Materials-Expendable
				58.50	001-7500 Supplies/Materials-Expendable
				39.50	001-7532 Supplies/Materials-Expendable
				14.86	440-0100 R/M-Equipment
				<u>14.87</u>	440-0200 R/M-Equipment
				303.34	
INFOR PUBLIC SECTOR INC					
	01/11/2017	000310	Computer		
				<u>13,140.00</u>	405-0000 Hansen 8.3 Updgrades
				13,140.00	
	01/11/2017	142031	Computer		
				3,611.32	440-0100 R/M-Maintenance contract
				<u>3,611.32</u>	440-0200 R/M-Maintenance contract
				7,222.64	
	01/11/2017	20513360-US0AB	Credit		
				<u>-360.00</u>	405-0000 Hansen 8.3 Updgrades
				-360.00	
INSIGHT PUBLIC SECTOR INC					
	01/11/2017	142032	Computer		
				<u>196.40</u>	449-4923 R/M-Equipment
				196.40	

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
INTERSTATE SCREW CORP						
	01/11/2017	142033	Computer			
				124.50	440-0100	R/M-Wells
				124.50		
J FELDMAN SIGNS INC						
	01/11/2017	142035	Computer			
				147.60	001-7532	R/M-Pools
				147.60		
Garnishment						
	01/06/2017	141931	Computer			
				304.99	880-0000	Accrued Emp Garnishment
				304.99		
JAROSLAW PARKOLAP						
	01/11/2017	142056	Computer			
				2,500.00	001-4400	Professional fees
				2,500.00		
JEFFREY ALLEN INC						
	01/11/2017	142034	Computer			
				63.76	001-7500	R/M-Equipment
				63.76		
JOEL DAVID GORDON						
	01/11/2017	142020	Computer			
				618.75	001-2700	Memberships/Schools
				618.75		
	01/11/2017	142116	Computer			
				163.00	001-4300	Food and shelter
				163.00		
JOHNSON, ANSELMO, MURDOCH, BURKE,						
	01/11/2017	142036	Computer			

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				12,860.26	001-5400	Outside fees-Insuranc
				12,860.26		
KATHLEEN CARTER						
	01/11/2017	141984	Computer	6,904.55	001-7533	Outside instructors
				6,904.55		
LAKE MASTERS AQUATIC WEED CONTROL INC						
	01/11/2017	142040	Computer			
				239.00	440-0100	R/M-Grounds
				239.00	440-0200	R/M-Grounds
				1,426.00	460-5200	R/M-Maintenance contract
				1,904.00		
LARRY KLINE WHOLESALE MEATS & PROVISIONS I						
	01/11/2017	142041	Computer	288.09	449-0000	Inventory-Groceries
				288.09		
LEXIS NEXIS RISK SOLUTIONS						
	01/11/2017	142042	Computer	305.25	001-3900	R/M-Maintenance contract
				305.25		
LIBERTY PROCESS EQUIPMENT INC						
	01/11/2017	142043	Computer	97.09	440-0200	R/M-Equipment
				97.09		
LINE-TEC INC						
	01/11/2017	142044	Computer	874.00	440-0100	R/M-Mains
				874.00		
M & H AUTOMOTIVE INC						

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	01/11/2017	142047	Computer			
				25.65	001-0000	Inventory-Garage
				26.32	001-5500	R/M-Vehicles
				3.73	440-0100	R/M-Vehicles
				3.74	440-0200	R/M-Vehicles
				59.44		
MARTIN GRADY						
	01/11/2017	142021	Computer			
				955.30	001-7532	Outside instructors
				955.30		
MICHAEL J. ADER						
	01/06/2017	141925	Computer			
				7,018.12	440-0000	Service charge-PE-Billing charges
				7,018.12		
MIDWEST MEDICAL SUPPLY CO LLC						
	01/11/2017	142048	Computer			
				221.68	001-4400	Supplies-Medical
				221.68		
MONICA LYNN MERLUCCI						
	01/11/2017	142046	Computer			
				91.00	001-4400	Food and shelter
				91.00		
Garnishment						
	01/06/2017	141934	Computer			
				320.76	880-0000	Accrued Emp Garnishment
				320.76		
MSC INDUSTRIAL SUPPLY CO INC						
	01/11/2017	142049	Computer			
				54.50	440-0100	Supplies/Materials-Expendable
				110.92	440-0100	Tools/Under threshold furn/equip

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				54.50	440-0200	Supplies/Materials-Expendable
				<u>110.92</u>	440-0200	Tools/Under threshold furn/equip
				330.84		
NATIONAL RUST & WATER						
	01/11/2017	142050	Computer			
				<u>185.76</u>	001-6712	R/M-Maintenance contract
				185.76		
NU-TURF LAWN & GARDEN						
	01/11/2017	142051	Computer			
				6.00	001-5900	R/M-Grounds
				1,288.00	001-7500	R/M-Grounds
				18.00	440-0100	R/M-Grounds
				<u>27.60</u>	440-0200	R/M-Grounds
				1,339.60		
OFFICE DEPOT INC						
	01/11/2017	142053	Computer			
				<u>58.54</u>	001-3900	Supplies-Office
				58.54		
ON-HOLD CONCEPTS INC						
	01/11/2017	142054	Computer			
				42.50	440-0100	Communications
				<u>42.50</u>	440-0200	Communications
				85.00		
PACE ANALYTICAL SERVICES INC						
	01/11/2017	142055	Computer			
				205.50	440-0100	Chemical analysis
				<u>48.00</u>	440-0200	Chemical analysis
				253.50		
PHIL SMITH CHEVROLET						
	01/11/2017	142057	Computer			

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				134.28	001-7533	R/M-Vehicles
				134.28		
PINK PUSSYCAT FLOWER SHOP INC						
	01/11/2017	142058	Computer	168.50	001-2700	Employee Benefits
				168.50		
PITTMAN, SHANNON						
	01/11/2017	142059	Computer	250.00	001-0000	Refunds-Rec Trac System
				250.00		
Garnishment						
	01/06/2017	141935	Computer	228.55	880-0000	Accrued Emp Garnishment
				228.55		
PREFERRED IDENTITY PLAN						
	01/06/2017	141936	Computer	190.00	880-0000	Accrued Prepaid ID Fraud Protection
				190.00		
PRIME TURF INC						
	01/11/2017	142062	Computer	2,925.00	449-4924	Supplies-Chemicals
				2,925.00		
PRO-GROUNDS PRODUCTS INC						
	01/11/2017	142064	Computer	832.00	001-7500	R/M-Grounds
				832.00		
PUBLIC FINANCIAL MANAGEMENT INC						
	01/11/2017	000311	Computer	888.20	405-0000	Investment management fees

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				888.20		
	01/11/2017	142066	Computer	5,699.66	880-0000	Investment management fees
				5,699.66		
PUBLIX SUPERMARKETS INC						
	01/11/2017	142065	Computer	149.07	449-0000	Inventory-Groceries
				149.07		
PUMP STATION MAINTENANCE SERVICES LLC						
	01/11/2017	142067	Computer	28,718.75	440-0200	R/M-Lift station-labor
				5,956.99	440-0200	R/M-Lift station-materials
				15,715.00	440-0200	R/M-Maintenance contracts-lift stations
				50,390.74		
R. L. SCHREIBER INC						
	01/11/2017	142070	Computer	60.45	449-0000	Inventory-Groceries
				60.45		
Garnishment						
	01/06/2017	141926	Computer	480.00	880-0000	Accrued Emp Garnishment
				480.00		
RENAISSANCE PLANTATION						
	01/11/2017	142068	Computer	2,000.00	001-0000	Prepaid Expenses
				2,000.00		
Republic National Distributing						
	01/05/2017	002528	Computer	33.40	449-0000	Inventory-Alcoholic Beverages

City of Plantation
Check & Credit Register Detail
Check Dates 1/5/2017 to 1/11/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				340.00	449-0000	Inventory-Groceries
				373.40		
REV RTC INC dba HALL-MARK RTC						
	01/11/2017	142069	Computer			
				1,430.02	001-4300	R/M-Vehicles
				197.94	001-4300	Tools/Under threshold furn/equip
				245.71	001-4400	R/M-Vehicles
				1,873.67		
Robin Russell						
	01/11/2017	142071	Computer			
				91.00	001-4300	Food and shelter
				91.00		
RYAN OBEL						
	01/11/2017	142052	Computer			
				91.00	001-4400	Food and shelter
				91.00		
S&D COFFEE INC						
	01/11/2017	142073	Computer			
				195.91	449-0000	Inventory-Groceries
				195.91		
SAFARI RIDES						
	01/11/2017	142072	Computer			
				690.00	001-0000	Refunds-Accela System
				690.00		
SARAH BOUCHER						
	01/11/2017	141970	Computer			
				210.00	001-3900	Food and shelter
				210.00		
SEAVEY GARDEN & EQUIPMENT CENTER						

City of Plantation
Check & Credit Register Detail
Check Dates 1/5/2017 to 1/11/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	01/11/2017	142074	Computer	117.95	001-5900	Supplies-Uniforms/Protective gear
				117.95		
SEVEN C'S LINEN SERVICE						
	01/11/2017	142075	Computer	463.30	449-4922	Rentals
				70.00	449-4923	Supplies/Materials-Expendable
				533.30		
Garnishment						
	01/06/2017	141929	Computer	369.23	880-0000	Accrued Emp Garnishment
				369.23		
SHERWIN WILLIAMS COMPANY						
	01/11/2017	142076	Computer	55.16	001-5500	R/M-Structures
				71.98	001-7100	Capital Outlay: Machinery and Equipment
				483.62	001-7500	R/M-Structures
				610.76		
SIGNS NOW #424						
	01/11/2017	142077	Computer	1,418.39	001-4300	R/M-Vehicles
				1,418.39		
SIMONIZ CAR WASH						
	01/11/2017	142079	Computer	14.99	001-4400	R/M-Vehicles
				14.99		
SITEONE LANDSCAPE SUPPLY LLC						
	01/11/2017	142080	Computer	1,577.40	001-7500	R/M-Grounds

City of Plantation
Check & Credit Register Detail
Check Dates 1/5/2017 to 1/11/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				1,577.40	
SOUTHERN ARMATURE & PUMP CO					
	01/11/2017	142081	Computer		
				<u>789.00</u>	001-6712 R/M-Grounds
				789.00	
SOUTHERN GLAZER'S WINE & SPIRITS OF FLORIDA					
	01/05/2017	002527	Computer		
				<u>983.13</u>	449-0000 Inventory-Alcoholic Beverages
				983.13	
	01/05/2017	002530	Computer		
				<u>710.87</u>	449-0000 Inventory-Alcoholic Beverages
				710.87	
	01/05/2017	002533	Computer		
				<u>1,029.34</u>	449-0000 Inventory-Alcoholic Beverages
				1,029.34	
	01/05/2017	002536	Computer		
				<u>223.92</u>	449-0000 Inventory-Alcoholic Beverages
				223.92	
SOUTHERN LOCK & SUPPLY CO					
	01/11/2017	142082	Computer		
				<u>26.24</u>	001-3900 R/M-Structures
				26.24	
SPLIT SECOND TIMING INC					
	01/11/2017	142083	Computer		
				<u>3,420.00</u>	001-7500 Special events
				3,420.00	
SPRINT					
	01/11/2017	142123	Computer		
				60.00	001-0000 Suspense

City of Plantation
Check & Credit Register Detail
Check Dates 1/5/2017 to 1/11/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				60.00		
SPRINT SOLUTIONS INC						
	01/11/2017	142084	Computer	21.00	001-4300	Communications
				21.00		
STAPLES ADVANTAGE						
	01/11/2017	142085	Computer			
				55.75	001-1100	Supplies-Office
				82.98	001-3900	Supplies-Office
				45.00	001-3900	Tools/Under threshold furn/equip
				10.86	001-4700	Supplies-Office
				13.92	001-4700	Tools/Under threshold furn/equip
				97.94	001-7500	Supplies-Office
				32.49	001-7532	Supplies-Office
				16.42	440-0100	Supplies/Materials-Expendable
				10.13	440-0100	Supplies-Janitorial
				23.23	440-0100	Supplies-Office
				14.53	440-0200	Supplies-Janitorial
				23.22	440-0200	Supplies-Office
				47.20	449-4920	Supplies-Office
				473.67		
STATE OF FLORIDA						
	01/11/2017	142086	Computer	3,746.19	001-2300	Communications
				3,746.19		
STEVEN E EISENBERG P A						
	01/11/2017	142004	Computer	270.00	001-3900	Litigation fees
				45.47	001-4700	Litigation fees
				315.47		

City of Plantation
Check & Credit Register Detail
Check Dates 1/5/2017 to 1/11/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
SUMMIT SECURITY ALARM						
	01/11/2017	142088	Computer			
				30.00	001-5500	R/M-Maintenance contract
				30.00	001-6712	R/M-Maintenance contract
				15.00	001-7100	R/M-Maintenance contract
				15.00	001-7300	R/M-Maintenance contract
				75.00	001-7500	R/M-Maintenance contract
				30.00	001-7531	R/M-Maintenance contract
				15.00	001-7532	R/M-Maintenance contract
				15.00	001-7533	R/M-Maintenance contract
				15.00	449-4920	R/M-Maintenance contract
				15.00	449-4924	R/M-Maintenance contract
				255.00		
SUNTRUST BANK						
	01/10/2017	12-06 APPLE ONLINE	Credit			
				-1,174.00	001-1100	Supplies/Materials-Expendable
				-1,174.00		
	01/11/2017	142089	Computer			
				54.10	001-4700	Outside Service Fees
				54.10		
	01/11/2017	142090	Computer			
				150.00	001-1100	Communications
				1,428.00	001-1100	Tools/Under threshold furn/equip
				48.95	001-2700	Food and shelter
				4,000.00	001-3900	Personnel Training-2nd dollar
				5,626.95		
	01/10/2017	CREDIT DUE2016	Credit			
				-55.38	001-1903	Memberships/Schools
				-55.38		
SUPPLYWORKS						
	01/11/2017	142091	Computer			

City of Plantation
Check & Credit Register Detail
Check Dates 1/5/2017 to 1/11/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				132.61	001-4300	Supplies/Materials-Expendable
				147.62	001-4300	Supplies-Janitorial
				139.20	001-5500	Supplies/Materials-Expendable
				113.58	001-5500	Supplies-Janitorial
				229.14	001-7500	Supplies/Materials-Expendable
				974.39	001-7500	Supplies-Janitorial
				123.71	440-0200	Supplies/Materials-Expendable
				11.87	440-0200	Supplies-Janitorial
				1,872.12		
TECH AIR INC						
	01/11/2017	142092	Computer			
				95.00	001-5500	R/M-Structures
				95.00		
THE FILTER STORE INC						
	01/11/2017	142009	Computer			
				370.68	001-3900	R/M-Structures
				225.84	001-4300	R/M-Structures
				121.32	001-5500	R/M-Structures
				205.68	001-6712	R/M-Structures
				216.72	001-7100	R/M-Structures
				163.32	001-7300	R/M-Structures
				128.76	001-7500	R/M-Structures
				43.80	001-7531	R/M-Structures
				169.44	440-0100	R/M-Maintenance contract
				43.02	449-4924	R/M-Structures
				1,688.58		
THE KNOT						
	01/11/2017	142038	Computer			
				3,132.00	449-4921	Advertising
				3,132.00		
THOMPSON PUMP & MANUFACTURING CO INC						

City of Plantation
Check & Credit Register Detail
Check Dates 1/5/2017 to 1/11/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	01/11/2017	142094	Computer			
				1,890.00	440-0200	R/M-Lift station-labor
				2,899.82	440-0200	R/M-Lift station-materials
				15.00	440-0200	Waste disposal
				4,804.82		
THYSSENKRUPP ELEVATOR CORPORATION						
	01/11/2017	142095	Computer			
				1,296.80	001-3900	R/M-Maintenance contract
				476.35	001-4300	R/M-Maintenance contract
				953.09	001-6712	R/M-Maintenance contract
				804.35	001-7500	R/M-Maintenance contract
				328.02	001-7533	R/M-Maintenance contract
				562.74	440-0100	R/M-Maintenance contract
				4,421.35		
T-MOBILE						
	01/11/2017	142096	Computer			
				18.94	001-2700	Communications
				18.94		
	01/11/2017	142097	Computer			
				56.82	001-3505	Communications
				18.94	001-4700	Communications
				75.76		
	01/11/2017	142098	Computer			
				320.82	001-4700	Communications
				320.82		
	01/11/2017	142118	Computer			
				74.90	001-3505	Communications
				74.90		
TOWN & COUNTRY TITLE GUARANTY OF HOLLYWO						
	01/11/2017	142100	Computer			

City of Plantation
Check & Credit Register Detail
Check Dates 1/5/2017 to 1/11/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				40,000.00	114-0000	Home purchase assistance
				40,000.00		
TRIPLE R PAVING INC						
	01/11/2017	142101	Computer	126.00	113-1300	R/M Streets
				126.00	113-1300	R/M-Walkways
				252.00		
Garnishment						
	01/06/2017	141939	Computer	144.80	880-0000	Accrued Emp Garnishment
				144.80		
UNITED HEALTHCARE INSURANCE CO						
	01/11/2017	142103	Computer	36,867.66	001-5300	Allocation Acct-Medical Administrative Costs
				36,867.66		
UNITED LIGHTING SALES INC						
	01/11/2017	142104	Computer	15.00	001-6712	Supplies/Materials-Expendable
				15.00		
UNITED PARCEL SERVICE INC						
	01/06/2017	141938	Computer	41.22	001-0000	A/R-Other-not on aging report
				36.60	449-4920	Postage/shipping charges
				77.82		
	01/11/2017	142105	Computer	32.60	440-0100	Postage/shipping charges
				32.60	440-0200	Postage/shipping charges
				65.20		
VANQUARD INDUSTRIES EAST						

City of Plantation
Check & Credit Register Detail
Check Dates 1/5/2017 to 1/11/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	01/11/2017	142106	Computer	264.55	001-3900	Supplies-Uniforms/Protective gear
				264.55		
VERIZON WIRELESS						
	01/11/2017	142107	Computer	541.85	001-7500	Communications
				52.19	001-7533	Communications
				104.38	449-4920	Communications
				698.42		
VICKI GELFUND						
	01/11/2017	142017	Computer	500.00	001-0000	Refunds-Rec Trac System
				500.00		
Garnishment						
	01/06/2017	141933	Computer	344.82	880-0000	Accrued Emp Garnishment
				344.82		
WASTE MANAGEMENT INC OF FLORIDA						
	01/06/2017	141940	Computer	88,961.40	001-5600	Outside collection services
				515,133.48	001-5600	Waste disposal
				604,094.88		
WEEKLEY ASPHALT PAVING INC						
	01/11/2017	142108	Computer	243.62	001-3900	R/M-Grounds
				376.97	113-1300	R/M-Walkways
				658.59	440-0100	R/M-Grounds
				1,279.18		
WESTFIELD BROWARD MALL LLC						
	01/11/2017	142109	Computer			

City of Plantation
Check & Credit Register Detail
Check Dates 1/5/2017 to 1/11/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				2.00	001-3900	Outside service fees
				2.00		
WINNINGHAM & FRADLEY INC						
	01/11/2017	000312	Computer	4,700.00	405-0000	CIP - Rehab Manholes, Wetwells & Sewer M
				4,700.00		
	01/11/2017	142110	Computer	212.50	440-0100	Engineering
				731.50	440-0200	Engineering
				15,381.25	443-0000	CIP-Fire Stations/Utilities-Parking Lot Renov
				16,325.25		
WOMEN IN DISTRESS OF BROWARD COUNTY INC						
	01/11/2017	142111	Computer	4,863.92	115-6600	Public services
				4,863.92		
AIG Retirement						
	01/10/2017	W000000000000211079	Manual	43,458.77	880-0000	Accrued Deferred Comp
				6,653.28	880-0000	Accrued Deferred Comp Loan Payment
				50,112.05		
Credit Card Refunds						
	01/06/2017	CASH	Manual	1,598.72	001-0000	Refunds-Rec Trac System
				1,598.72		
Garnishment						
	01/10/2017	W000000000000211041	Manual	31.50	001-2700	Outside service fees
				4,955.70	880-0000	Accrued Emp Garnishment

City of Plantation
Check & Credit Register Detail
Check Dates 1/5/2017 to 1/11/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				4,987.20		
FRATERNAL ORDER OF POLICE LODGE 31						
	01/10/2017	W00000000000211080	Manual			
				-7.85	001-0000	Misc-Other Misc revenue-Other
				3,455.00	880-0000	Accrued FOP Dues Pay
				3,447.15		
General Employees Pension Fund						
	01/10/2017	W00000000000211078	Manual			
				71,877.96	880-0000	Accrued General Employees' Retirement Pa
				71,877.96		
GUIDANT MANAGEMENT GROUP LLC						
	01/10/2017	W00000000000211077	Manual			
				208.00	449-0000	Accounts Payable-various
				4,149.82	449-0000	Tips Payable
				3,148.21	449-4920	Outside service fees
				2,042.82	449-4921	Outside service fees
				11,412.68	449-4922	Outside service fees
				12,427.92	449-4923	Outside service fees
				18,605.63	449-4924	Outside service fees
				51,995.08		
Internal Revenue Service						
	01/10/2017	W00000000000211083	Manual			
				295,496.70	880-0000	Accrued FICA Tax Payable
				239,525.35	880-0000	Accrued Withholding Tax Pay
				535,022.05		
Police Pension Fund						
	01/10/2017	W00000000000211081	Manual			
				34,740.75	880-0000	Accrued Police Retirement Pay
				34,740.75		
Rae Carole Armstrong						

City of Plantation
Check & Credit Register Detail
Check Dates 1/5/2017 to 1/11/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	01/05/2017	W000000000000211039	Manual	4,884.23	001-8854	Health/Life Benefits
				4,884.23		
UNITED HEALTHCARE						
	01/05/2017	W000000000000211040	Manual	128,033.44	001-5300	Allocation Acct-Medical Claims
				128,033.44		
US DEPT OF HEALTH & HUMAN SVCS						
	01/10/2017	W000000000000211082	Manual	38,610.00	001-5300	Allocation Acct-Medical Administrative Costs
				38,610.00		
Sum of Computer Checks				1,260,837.07		
Sum of Manual Checks				925,308.63		
Total				2,186,145.70		

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

City of Plantation**Check & Payment Register Fund Summary****Check Dates 1/5/2017 to 1/11/2017**

<u>Fund</u>	<u>Fund Name</u>	<u>Computer Checks</u>	<u>Manual Checks</u>	<u>Credits</u>	<u>Total</u>
001	General Fund	954,746.62	173,150.04	-1,229.38	1,126,667.28
113	Road and Traffic Control	949.16			949.16
114	State Housing Initiative Prog	44,458.30			44,458.30
115	Community Dev Block Grant	8,370.52			8,370.52
405	Series 2013 Utility Sys Rev Nt	65,694.31		-360.00	65,334.31
440	Utility Operations	118,003.54		-4.50	117,999.04
443	Utility Repair & Replacement	15,381.25			15,381.25
449	Plantation Preserve	31,356.01	51,995.08	-2,150.00	81,201.09
460	Stormwater	1,770.65			1,770.65
880	Pooled Cash & Investments	23,850.59	700,163.51		724,014.10
		<u>1,264,580.95</u>	<u>925,308.63</u>	<u>-3,743.88</u>	<u>2,186,145.70</u>

City of Plantation
Checks by Third Party Administrator
Check Dates 1/5/2017 to 1/11/2017



<u>Fund/Dept</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
001-0000	Ambulance Fees		156,530.66
001-5300	Allocation Acct-Dental Claims	11,813.50	
001-5300	Allocation Acct-Worker's comp claims	23,179.88	
880-0000	Cash-SunTrust Insurance #3255	156,530.66	34,993.38
		<u>191,524.04</u>	<u>191,524.04</u>

City of Plantation
Payroll Summary By Fund/Department
Check Dates 1/5/2017 to 1/11/2017



<u>Fund</u>	<u>Department</u>	<u>Gross Wages</u>	<u>Deductions</u>	<u>Net Wages</u>
001 General Fund	1100 Mayor / Administration	23,805.13	7,364.63	16,440.50
001 General Fund	1500 City Clerk	13,582.38	4,386.51	9,195.87
001 General Fund	1903 Fin Svcs-Finance & Accounting	35,792.22	11,294.52	24,497.70
001 General Fund	2300 Information Technology	41,855.06	15,087.58	26,767.48
001 General Fund	2700 Human Resources	22,021.55	6,914.90	15,106.65
001 General Fund	3505 Development Svcs - PZED	32,073.26	10,853.40	21,219.86
001 General Fund	3900 Police	811,533.75	259,161.61	552,372.14
001 General Fund	4300 Fire	63,819.80	22,180.54	41,639.26
001 General Fund	4400 Fire/Rescue	185,384.23	60,129.72	125,254.51
001 General Fund	4700 Building	53,409.69	16,915.00	36,494.69
001 General Fund	5100 Engineering	24,322.33	7,725.12	16,597.21
001 General Fund	5400 Risk Management	5,359.99	1,816.86	3,543.13
001 General Fund	5500 Public Works	117,090.79	33,778.48	83,312.31
001 General Fund	5900 Landscaping	28,354.00	7,941.38	20,412.62
001 General Fund	6711 Central Svcs-Crafts	25,586.53	8,098.31	17,488.22
001 General Fund	6712 Central Svcs-Facilities Maint.	10,291.93	3,015.61	7,276.32
001 General Fund	7100 Library	18,678.84	6,383.35	12,295.49
001 General Fund	7300 Historical Musuem	2,371.08	541.72	1,829.36
001 General Fund	7500 Parks and Recreation	150,703.01	45,004.69	105,698.32
001 General Fund	7531 Parks & Rec-Tennis Complex	7,616.82	1,968.80	5,648.02
001 General Fund	7532 Parks & Rec-Aquatics Complex	27,573.90	6,064.75	21,509.15
001 General Fund	7533 Parks & Rec-Equestrian Center	4,316.83	1,279.70	3,037.13
113 Road and Traffic Control	1300 Road and Traffic Control	9,104.53	3,358.66	5,745.87
115 Community Dev Block Grant	6600 Community Dev Block Grant	2,598.27	881.60	1,716.67
440 Utility Operations	0100 Water Services	59,256.64	15,797.17	43,459.47

City of Plantation
Payroll Summary By Fund/Department
Check Dates 1/5/2017 to 1/11/2017



<u>Fund</u>		<u>Department</u>		<u>Gross Wages</u>	<u>Deductions</u>	<u>Net Wages</u>
440	Utility Operations	0200	Wastewater Services	36,276.16	9,747.66	26,528.50
440	Utility Operations	0300	Water/Wastewater Combined Serv	145,690.37	42,037.75	103,652.62
460	Stormwater	5200	Stormwater Drainage	8,747.16	2,970.81	5,776.35
				<u>1,967,216.25</u>	<u>612,700.83</u>	<u>1,354,515.42</u>

City of Plantation
Payroll Summary By Fund
Check Dates 1/5/2017 to 1/11/2017



<u>Fund</u>		<u>Gross Wages</u>	<u>Deductions</u>	<u>Net Wages</u>
001	General Fund	1,705,543.12	537,907.18	1,167,635.94
113	Road and Traffic Control	9,104.53	3,358.66	5,745.87
115	Community Dev Block Grant	2,598.27	881.60	1,716.67
440	Utility Operations	241,223.17	67,582.58	173,640.59
460	Stormwater	8,747.16	2,970.81	5,776.35
		<u>1,967,216.25</u>	<u>612,700.83</u>	<u>1,354,515.42</u>

City of Plantation

Computer Check Register

Check Dates 1/12/2017 to 1/18/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
142219	441 INDUSTRIAL LLC	157.20	01/18/2017
142220	A CHILD IS MISSING	1,000.00	01/18/2017
142222	ACTION GATOR TIRE	2,445.15	01/18/2017
142221	ACTION LABOR OF FLORIDA LLC	19,617.50	01/18/2017
142223	ACUSHNET CO TITLEIST & FOOTJOY	2,533.86	01/18/2017
142224	ADVANCED FIRE & SECURITY INC	65.00	01/18/2017
142225	AERO HARDWARE & SUPPLY CO	64.62	01/18/2017
142226	AKERMAN LLP	1,419.00	01/18/2017
142303	Alex Pridgeon	90.00	01/18/2017
142227	ALLIED UNIVERSAL CORPORATION	9,412.52	01/18/2017
142228	AMERICAN PLUMBING INC	550.25	01/18/2017
142229	AMERIGAS PROPANE LP	341.59	01/18/2017
142231	ANDIROSY DISTRIBUTION CORP	104.52	01/18/2017
142398	ANGENNA JOY TWEEDY	250.00	01/18/2017
142232	ANIMAL RANGERS INC	750.00	01/18/2017
142233	APPLIED SYSTEMS INC	625.00	01/18/2017
142234	AQUATIC SYSTEMS INC/VERTEX WATER FEATURES	188.00	01/18/2017
142237	ATLANTIC MICA & SUPPLIES INC	310.50	01/18/2017
142238	BAKER & TAYLOR LLC	99.04	01/18/2017
142215	BANK OF AMERICA	97.50	01/18/2017
142216	BANK OF AMERICA	340.00	01/18/2017
142217	BANK OF AMERICA	360.00	01/18/2017
142239	BANK OF AMERICA	31,951.69	01/18/2017
142240	BARTER'S DOOR & GLASS SERVICE, INC	95.00	01/18/2017
142241	BENNETT AUTO SUPPLY INC	3,881.15	01/18/2017
142242	BENTLEY SYSTEMS INC	732.81	01/18/2017
142244	BLACK OLIVE EAST NURSERY & LANDSCAPING LLC	221.00	01/18/2017
142245	BLANCHARD MACHINERY	888.50	01/18/2017
142247	BLUE TARP FINANCIAL INC	21.30	01/18/2017
142248	BOARD OF COUNTY COMMISSIONERS	919.60	01/18/2017
142251	BOARD OF COUNTY COMMISSIONERS	235.30	01/18/2017
142282	BOULEVARD TIRE CENTER	1,610.14	01/18/2017
142249	BOUND TREE MEDICAL LLC	378.19	01/18/2017
142250	BRADLEY SPECIALTIES INC	90.95	01/18/2017
142252	BRIGHT & SMART LLC	395.50	01/18/2017
142256	BROWARD CO BOARD OF COUNTY COMMISSIONERS	1,148.00	01/18/2017
142253	BROWARD COUNTY UMPIRES ASSOC INC	1,950.00	01/18/2017

City of Plantation

Computer Check Register

Check Dates 1/12/2017 to 1/18/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
142254	BROWARD NELSON FOUNTAIN SERVICE	288.80	01/18/2017
142255	BROWARD POLICE MEMORIAL ASSOCIATION FUND	919.00	01/18/2017
142257	BUCKETBOY GRAPHICS INC	1,200.00	01/18/2017
142259	BURKHARD'S TRACTOR & EQUIPMENT INC	104.88	01/18/2017
142265	C&L BUS COMPANY INC	1,153.75	01/18/2017
142275	C6 TACTICAL CORP	464.00	01/18/2017
142260	CALLAWAY GOLF SALES COMPANY	2,176.98	01/18/2017
142349	CARBON'S GOLDEN MALTED	39.00	01/18/2017
000313	CARIBE UTILITIES OF FLORIDA INC	311,087.00	01/18/2017
142294	CHARLES FLYNN	191.00	01/18/2017
142262	CHENEY BROTHERS INC	2,359.92	01/18/2017
142218	CHRISTINE J THOMPSON	137.56	01/18/2017
142298	Christopher Wallett	90.00	01/18/2017
142263	CINTAS CORPORATION NO 017	1,726.98	01/18/2017
142264	CITY FIRE INC	79.50	01/18/2017
142266	COAST PUMP WATER TECHNOLOGIES	80.50	01/18/2017
142292	COCA-COLA REFRESHMENTS USA INC	354.80	01/18/2017
142267	COMCAST	149.85	01/18/2017
142268	COMCAST	18.64	01/18/2017
142269	COMCAST	84.90	01/18/2017
142271	COMMERCIAL PRINTERS INC	175.00	01/18/2017
142272	COMMISSION FOR FL LAW ENFORCEMENT ACCREDIAT	800.00	01/18/2017
142270	COMMUNITY REDEVELOPMENT ASSOC OF FL INC	2,190.00	01/18/2017
142283	CONNIE EARLE	405.00	01/18/2017
142273	CORAL SPRINGS ANIMAL HOSPITAL	446.33	01/18/2017
142274	COVENTRY HEALTH CARE OF FLORIDA	733.87	01/18/2017
142276	CURTAIN CALL PLAYHOUSE INC	262.50	01/18/2017
142277	DANCE FX INC	808.50	01/18/2017
142299	Daniel Stearns	90.00	01/18/2017
142278	DEBBIE MCKEEVER - PETTY CASH	50.29	01/18/2017
142280	DEPARTMENT OF ENVIRONMENTAL PROTECTION	75.00	01/18/2017
142279	DEPT OF BUSINESS & PROFESSIONAL REGULATION	7,235.62	01/18/2017
142281	DIAMOND R FERTILIZER CO INC	1,890.00	01/18/2017
142369	DONNA SCHOECH	650.00	01/18/2017
142284	EDCO AWARDS & SPECIALTIES	27.00	01/18/2017
142285	EDIE DICARO ENTREPRENEUR INC	300.00	01/18/2017
142286	EDJ SERVICE INC	24,607.94	01/18/2017
142290	ELKA FERREIRA	913.50	01/18/2017

City of Plantation

Computer Check Register

Check Dates 1/12/2017 to 1/18/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
142288	FEDERAL EASTERN INTERNATIONAL INC	2,040.00	01/18/2017
142289	FERGUSON ENTERPRISES INC	866.60	01/18/2017
142291	FISHER SCIENTIFIC COMPANY LLC	1,393.65	01/18/2017
142246	FLORIDA BLUE	36.16	01/18/2017
142293	FLORIDA TRANCOR INC	450.00	01/18/2017
142301	Frank Zingale	90.00	01/18/2017
142258	FUNASTIC GYMNASIAC & YOGA	2,205.22	01/18/2017
142308	G PROULX LLC	735.00	01/18/2017
142304	Gamal Stewart	90.00	01/18/2017
142305	GAMETIME	2,292.89	01/18/2017
142328	GEORGE JOHNSON	629.48	01/18/2017
142307	GOLDCOAST GROUP INC	2,915.00	01/18/2017
142306	GORDON FOOD SERVICE	996.44	01/18/2017
142309	GPSI LEASING II - ACCORD LL	2,850.00	01/18/2017
142310	GRAINGER	325.14	01/18/2017
142311	GRAYBAR	36.00	01/18/2017
142312	GREEN THUMB LAWN & GARDEN LLC	1,022.69	01/18/2017
142313	GURKHA CIGAR GROUP INC	81.65	01/18/2017
142314	HACH COMPANY	4,632.27	01/18/2017
142315	HAZEN & SAWYER PC	5,830.23	01/18/2017
142316	HD SUPPLY WATERWORKS LTD	715.00	01/18/2017
142388	HECTOR TURF	263.77	01/18/2017
142297	Henry Bernard	90.00	01/18/2017
142213	HOME DEPOT CREDIT SERVICES	164.08	01/18/2017
142317	HOME DEPOT CREDIT SERVICES	1,660.65	01/18/2017
142318	HOWARD FERTILIZER & CHEMICAL CO INC	1,956.00	01/18/2017
142319	HUMANA INC	85.38	01/18/2017
142320	ILY'S PIANO LESSONS CORP	504.00	01/18/2017
142321	IMPERIAL ELECTRIC & LIGHTING	64.25	01/18/2017
142322	INDUSTRIAL HOSE & HYDRAULICS INC	109.05	01/18/2017
142323	INGRAM LIBRARY SERVICES	1,031.07	01/18/2017
142324	INNOVATIVE METERING SOLUTIONS INC	154.71	01/18/2017
142326	INTERNATIONAL DATA DEPOSITORY	115.00	01/18/2017
142327	IRON MOUNTAIN INFORMATION MANAGEMENT LLC	616.91	01/18/2017
142333	JAMIE LENNON LEFEBURE	91.99	01/18/2017
142329	Janelle Keyser	250.00	01/18/2017
142296	Jeffrey Weinstein	90.00	01/18/2017
142295	JON HATCH	49.00	01/18/2017

City of Plantation

Computer Check Register

Check Dates 1/12/2017 to 1/18/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
142302	Joshua Huff	90.00	01/18/2017
142261	KATHLEEN CARTER	619.40	01/18/2017
142330	KONICA MINOLTA BUSINESS SOLUTIONS	6,359.49	01/18/2017
142334	L & L DISTRIBUTORS INC	213.28	01/18/2017
142331	LANDSCAPE INSPECTORS ASSOCIATION OF FLORIDA	135.00	01/18/2017
142214	Learning For Life	340.00	01/18/2017
142332	LEE LEVENBURG	3,390.00	01/18/2017
142243	Lisa Marie Bevins	250.00	01/18/2017
142335	LOU BACHRODT FREIGHTLINER	3,535.97	01/18/2017
142336	LUKES HEAVY TRUCKS & EQUIPMENT	51.43	01/18/2017
142343	M & H AUTOMOTIVE INC	2,160.52	01/18/2017
142338	MACMILLAN OIL COMPANY LLC	1,508.05	01/18/2017
142287	MADELYN P ERNST & IRWIN M ERNST	25.00	01/18/2017
142339	MARATHON HEALTH LLC	57,918.00	01/18/2017
142340	MASSEY YARDLEY DODGE CHRYSLER JEEP RAM	1,086.58	01/18/2017
142341	MCGREGOR BATTERY & ELECTRIC INC	145.00	01/18/2017
142342	MELROSE SUPPLY & SALES CORP	751.65	01/18/2017
142300	Michael Brown	90.00	01/18/2017
142344	MICROMARKETING LLC	137.52	01/18/2017
142345	MIDWEST MEDICAL SUPPLY CO LLC	332.39	01/18/2017
142346	MSC INDUSTRIAL SUPPLY CO INC	227.06	01/18/2017
142347	NATIONAL TRAFFIC SIGNS INC.	2,543.25	01/18/2017
142348	NEWARK ELEMENT 14	530.00	01/18/2017
142350	NEXAIR LLC	245.90	01/18/2017
142351	NU-TURF LAWN & GARDEN	1,002.00	01/18/2017
142325	NYTECH SUPPLY CO	174.31	01/18/2017
142352	OFFICE DEPOT INC	94.60	01/18/2017
142353	PACE ANALYTICAL SERVICES INC	136.00	01/18/2017
142354	PALM TRUCK CENTERS INC	987.10	01/18/2017
142337	PATRICA M MACGOVERN	315.00	01/18/2017
142355	PENN CREDIT CORPORATION	4,974.61	01/18/2017
142356	PEOPLES CHOICE PRESSURE CLEANING INC	5,522.24	01/18/2017
142357	PHIL SMITH CHEVROLET	4.62	01/18/2017
142358	PLANTATION FORD	1,340.29	01/18/2017
142359	POWER CENTER INC	129.33	01/18/2017
142362	POWER TRAC	22.42	01/18/2017
142361	PRIME TURF INC	125.00	01/18/2017
142363	RC FINE FOODS INC	95.20	01/18/2017

City of Plantation

Computer Check Register

Check Dates 1/12/2017 to 1/18/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
142364	RELIANCE STANDARD LIFE INSURANCE CO	4,348.62	01/18/2017
142365	RESIDEX LLC	3,360.00	01/18/2017
142366	REV RTC INC dba HALL-MARK RTC	4,604.36	01/18/2017
142377	S P KINNEY ENGINEERS INC	166.58	01/18/2017
142367	SAFETY-KLEEN SYSTEMS INC	286.10	01/18/2017
142360	Sandra Prescott	500.00	01/18/2017
142368	SAWGRASS FORD INC	1,715.17	01/18/2017
142371	SEVEN C'S LINEN SERVICE	247.20	01/18/2017
142372	SHELL FLEET CARD SERVICES	113.45	01/18/2017
142373	SHERWIN WILLIAMS COMPANY	1,098.35	01/18/2017
142235	SILVIA A MOUSA dba AQUATIC ACADEMY LLC	357.00	01/18/2017
142374	SKECHERS USA INC	57.72	01/18/2017
142375	SOUTHEAST FLORIDA UTILITY COUNCIL	625.00	01/18/2017
142370	SOUTHEAST INDUSTRIAL SALES CO	283.86	01/18/2017
142376	SOUTHLAND ELECTRICAL SUPPLY COMPANY INC	267.25	01/18/2017
142378	STAPLES ADVANTAGE	283.71	01/18/2017
142379	STATE FARM INSURANCE	418.80	01/18/2017
142380	STROBES R US INC	215.36	01/18/2017
142381	SUNBELT RENTALS INC	46.63	01/18/2017
142382	SUN-SENTINEL COMPANY LLC	1,146.00	01/18/2017
142383	SUNSHINE STATE ONE CALL OF FLORIDA INC	372.04	01/18/2017
142384	SUPERSPORTS OF BROWARD COUNTY INC	240.00	01/18/2017
142385	SUPPLYWORKS	2,224.28	01/18/2017
142387	TECH AIR INC	1,248.76	01/18/2017
142386	THOMAS J. TAKACH	39.97	01/18/2017
142389	TIRESOLES OF BROWARD INC	898.16	01/18/2017
142390	TORO NSN	208.00	01/18/2017
142391	TOTAL TRUCK PARTS INC	1,526.30	01/18/2017
142392	Trane Co	217.00	01/18/2017
142230	TRI NOVA - FLORIDA	7,781.68	01/18/2017
142393	TRIBRIDGE HOLDINGS LLC	832.50	01/18/2017
142394	TRULY NOLEN OF AMERICA INC	423.00	01/18/2017
142395	TRUSTMARK VOLUNTARY BENEFITS SOLUTIONS INC	13,826.60	01/18/2017
142396	TSC ASSOCIATES INC	3,200.00	01/18/2017
142397	TT&S INC	50.00	01/18/2017
142399	ULINE INC	282.64	01/18/2017
142400	ULTRA MARKETING INC	316.40	01/18/2017
142401	UNITED AMERICAN INSURANCE COMPANY	113.01	01/18/2017

City of Plantation

Computer Check Register

Check Dates 1/12/2017 to 1/18/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
142402	UNITED LIGHTING SALES INC	202.68	01/18/2017
142403	UNITED PARCEL SERVICE INC	10.42	01/18/2017
142404	UNITED SITE SERVICES NORTHEAST INC	97.75	01/18/2017
142405	UPSTART PRODUCTS INC	1,895.50	01/18/2017
142406	VCA HOLLYWOOD ANIMAL HOSPITAL	466.56	01/18/2017
142407	VERMEER SOUTHEAST SALES & SERVICE INC	48.42	01/18/2017
142408	WASTE MANAGEMENT INC OF FLORIDA	302,047.44	01/18/2017
142409	WASTECORP PUMPS LLC	5,098.00	01/18/2017
142410	WEEKLEY ASPHALT PAVING INC	525.23	01/18/2017
142411	WESCO FOUNTAINS	272.50	01/18/2017
142412	WEST CONSTRUCTION INC	164,069.11	01/18/2017
142413	WHH SOLUTIONS LLC	7,500.00	01/18/2017
142414	WINNINGHAM & FRADLEY INC	580.00	01/18/2017
142415	WOODSTONE PLANTATION LLC	590.65	01/18/2017
142416	XEROX CORPORATION	211.16	01/18/2017
		<u>1,122,402.40</u>	

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

City of Plantation
Manual Check Register
Posted Dates 1/12/2017 to 1/18/2017



<u>Payment</u>	<u>Vendor</u>	<u>Amount</u>	<u>Posting Date</u>
00000000000211348	DEPT OF BUSINESS & PROFESSIONAL REGULATION	7,235.62	01/17/2017
00000000000211347	Florida Department of Revenue	21,897.61	01/13/2017
W00000000000211346	UNITED HEALTHCARE	291,157.90	01/12/2017
		<u>320,291.13</u>	

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

City of Plantation
Check & Credit Register Detail
Check Dates 1/12/2017 to 1/18/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
441 INDUSTRIAL LLC						
	01/18/2017	142219	Computer			
				157.20	001-0000	Suspense
				157.20		
A CHILD IS MISSING						
	01/18/2017	142220	Computer			
				1,000.00	116-0000	Special police account
				1,000.00		
ACTION GATOR TIRE						
	01/18/2017	142222	Computer			
				2,016.33	001-0000	Inventory-Garage
				79.98	001-3900	R/M-Tires
				174.42	440-0100	R/M Tires
				174.42	440-0200	R/M Tires
				2,445.15		
ACTION LABOR OF FLORIDA LLC						
	01/18/2017	142221	Computer			
				19,617.50	001-3900	Outside service fees
				19,617.50		
ACUSHNET CO TITLEIST & FOOTJOY						
	01/18/2017	142223	Computer			
				3,007.90	449-0000	Inventory-Pro Shop Merchandise
				3,007.90		
	01/18/2017	300107727	Credit			
				-5,818.00	449-0000	Inventory-Pro Shop Merchandise
				-5,818.00		
ADVANCED FIRE & SECURITY INC						
	01/18/2017	142224	Computer			
				65.00	001-7500	R/M-Maintenance contract

City of Plantation
Check & Credit Register Detail
Check Dates 1/12/2017 to 1/18/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				65.00		
AERO HARDWARE & SUPPLY CO						
	01/18/2017	142225	Computer	64.62	113-1300	R/M-Vehicles
				64.62		
AKERMAN LLP						
	01/18/2017	142226	Computer	1,419.00	001-5400	Uninsured liability claims
				1,419.00		
Alex Pridgeon						
	01/18/2017	142303	Computer	90.00	001-4300	Payroll-Special detail
				90.00		
ALLIED UNIVERSAL CORPORATION						
	01/18/2017	142227	Computer	5,885.93	440-0100	Supplies-Chemicals
				3,526.59	440-0200	Supplies-Chemicals
				9,412.52		
AMERICAN PLUMBING INC						
	01/18/2017	142228	Computer	32.56	001-4300	R/M-Structures
				132.69	001-7532	R/M-Structures
				385.00	440-0100	R/M-Mains
				550.25		
AMERIGAS PROPANE LP						
	01/18/2017	142229	Computer	341.59	449-4922	Supplies-Fuel
				341.59		
ANDIROSY DISTRIBUTION CORP						

City of Plantation
Check & Credit Register Detail
Check Dates 1/12/2017 to 1/18/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	01/18/2017	142231	Computer	104.52	449-0000	Inventory-Groceries
				104.52		
ANGENNA JOY TWEEDY						
	01/18/2017	142398	Computer	250.00	001-4400	Memberships/Schools
				250.00		
ANIMAL RANGERS INC						
	01/18/2017	142232	Computer	750.00	113-1300	Debris removal
				750.00		
APPLIED SYSTEMS INC						
	01/18/2017	142233	Computer	625.00	001-2300	Outside service fees
				625.00		
AQUATIC SYSTEMS INC/VERTEX WATER FEATURES						
	01/18/2017	142234	Computer	188.00	001-7500	R/M-Maintenance contract
				188.00		
ATLANTIC MICA & SUPPLIES INC						
	01/18/2017	142237	Computer	180.50	001-5500	R/M-Structures
				25.00	001-6711	Tools/Under threshold furn/equip
				105.00	001-6712	R/M-Structures
				310.50		
BAKER & TAYLOR LLC						
	01/18/2017	142238	Computer	99.04	001-7100	Capital Outlay: Books-reference
				99.04		

City of Plantation
Check & Credit Register Detail
Check Dates 1/12/2017 to 1/18/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
BANK OF AMERICA	01/18/2017	142215	Computer	97.50	001-0000	Suspense
				97.50		
	01/18/2017	142216	Computer	340.00	001-0000	Suspense
				340.00		
	01/18/2017	142217	Computer	360.00	001-0000	Suspense
				360.00		
	01/18/2017	142239	Computer			
				225.00	001-1100	Memberships/Schools
				9.99	001-1100	Supplies-Office
				24.00	001-1500	Employment testing services
				1.35	001-1903	Postage/shipping charges
				564.88	001-2300	R/M-Maintenance contract-computers
				12.50	001-2300	Supplies-Office
				285.27	001-2300	Tools/Under threshold furn/equip
				13.50	001-3505	Postage/shipping charges
				1,964.80	001-3900	Food and shelter
				812.00	001-3900	Memberships/Schools
				2,393.00	001-3900	Personnel Training-2nd dollar
				559.00	001-3900	Personnel Training-Non 2nd dollar
				90.45	001-3900	Postage/shipping charges
				350.00	001-3900	R/M-Vehicles
				324.80	001-3900	Supplies/Materials-Expendable
				200.93	001-3900	Supplies-Office
				243.69	001-3900	Supplies-Uniforms/Protective gear
				869.29	001-3900	Tools/Under threshold furn/equip
				500.00	001-4300	Advertising
				644.10	001-4300	Fire department promotions
				130.00	001-4300	General Collection Books

City of Plantation
Check & Credit Register Detail
Check Dates 1/12/2017 to 1/18/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
		1,040.00		001-4300	Memberships/Schools
		75.00		001-4300	Printing and binding
		420.83		001-4300	Supplies/Materials-Expendable
		3,189.38		001-4300	Tools/Under threshold furn/equip
		224.00		001-4400	Food and shelter
		6,000.00		001-4400	Memberships/Schools
		99.90		001-4700	Postage/shipping charges
		2.70		001-4800	Postage/shipping charges
		24.00		001-5500	Employment testing services
		4.05		001-5500	Postage/shipping charges
		2,660.40		001-5500	Tools/Under threshold furn/equip
		24.00		001-5900	Employment testing services
		125.80		001-7100	Communications
		211.50		001-7300	Communications
		95.00		001-7500	Advertising
		48.00		001-7500	Employment testing services
		1,493.00		001-7500	Memberships/Schools
		2,135.53		001-7500	Special events
		247.99		001-7500	Supplies/Materials-Expendable
		150.56		001-7500	Tools/Under threshold furn/equip
		65.00		001-7532	Memberships/Schools
		99.99		001-7532	Tools/Under threshold furn/equip
		24.00		001-7533	Employment testing services
		24.97		108-0000	Publications/Subscriptions
		47.97		108-0000	Special events
		21.88		113-1300	R/M Streets
		815.00		440-0100	Memberships/Schools
		84.38		440-0100	Postage/shipping charges
		62.63		440-0100	Supplies/Materials-Expendable
		29.58		440-0100	Supplies-Office
		367.30		440-0100	Tools/Under threshold furn/equip
		195.00		440-0200	Memberships/Schools
		84.37		440-0200	Postage/shipping charges

City of Plantation
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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				62.63	440-0200	Supplies/Materials-Expendable
				29.58	440-0200	Supplies-Office
				367.29	440-0200	Tools/Under threshold furn/equip
				532.39	449-0000	Inventory-Groceries
				129.00	449-4920	Advertising
				95.00	449-4920	Communications
				245.91	449-4922	Supplies/Materials-Expendable
				65.17	449-4922	Supplies-Janitorial
				34.31	449-4922	Tools/Under threshold furn/equip
				109.99	449-4923	R/M-Equipment
				32,083.53		
	01/17/2017	FISHPEDDLER9/SCOTT	Credit	-109.00	449-0000	Inventory-Groceries
				-109.00		
	01/17/2017	GUARDIANREFUND	Credit	-78.41	440-0100	R/M-Equipment
				-78.41	440-0200	R/M-Equipment
				-156.82		
	01/17/2017	OFFICEDEPOT120516	Credit	-19.49	001-5500	Supplies-Office
				-19.49		
	01/17/2017	PARTY CITY REFUND	Credit	-1.68	440-0100	Supplies-Office
				-1.67	440-0200	Supplies-Office
				-3.35		
BARTER'S DOOR & GLASS SERVICE, INC						
	01/18/2017	142240	Computer	95.00	449-4924	R/M-Structures
				95.00		

BENNETT AUTO SUPPLY INC

City of Plantation
Check & Credit Register Detail
Check Dates 1/12/2017 to 1/18/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	01/18/2017	10CN026206	Credit	-15.00	001-3505	R/M-Vehicles
				-15.00		
	01/18/2017	10CN026207	Credit	-145.90	001-7533	R/M-Vehicles
				-145.90		
	01/18/2017	10CN026286	Credit	-14.73	001-7500	R/M-Vehicles
				-14.73		
	01/18/2017	10CN026287	Credit	-23.65	001-7500	R/M-Vehicles
				-23.65		
	01/18/2017	10CN026434	Credit	-22.36	001-5500	R/M-Vehicles
				-22.36		
	01/18/2017	10CN026435	Credit	-24.00	001-3900	R/M-Vehicles
				-24.00		
	01/18/2017	10CN026554	Credit	-8.94	001-3900	R/M-Vehicles
				-8.94		
	01/18/2017	142241	Computer	2,519.14	001-0000	Inventory-Garage
				68.55	001-3505	R/M-Vehicles
				140.30	001-3900	R/M-Vehicles
				283.17	001-4300	R/M-Vehicles
				439.24	001-5500	R/M-Vehicles
				387.98	001-7500	R/M-Equipment
				221.63	001-7533	R/M-Vehicles

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				37.34	440-0200	R/M-Vehicles
				4,097.35		
BENTLEY SYSTEMS INC						
01/18/2017	142242	Computer		732.81	001-2300	R/M-Maintenance contract-computers
				732.81		
BLACK OLIVE EAST NURSERY & LANDSCAPING LLC						
01/18/2017	142244	Computer		170.00	001-5900	R/M-Grounds
				51.00	449-4924	R/M-Grounds
				221.00		
BLANCHARD MACHINERY						
01/18/2017	142245	Computer		888.50	113-1300	R/M-Equipment
				888.50		
BLUE TARP FINANCIAL INC						
01/18/2017	142247	Computer		21.30	440-0200	Supplies-Uniforms/Protective gear
				21.30		
BOARD OF COUNTY COMMISSIONERS						
01/18/2017	142248	Computer		919.60	113-1300	Debris removal
				919.60		
01/18/2017	142251	Computer		235.30	114-0000	Minor home repair/weatherization
				235.30		
BOULEVARD TIRE CENTER						
01/18/2017	142282	Computer		1,610.14	001-4300	R/M-Vehicles

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				1,610.14	
BOUND TREE MEDICAL LLC					
	01/18/2017	142249	Computer		
				<u>378.19</u>	001-4400 Supplies-Medical
				378.19	
BRADLEY SPECIALTIES INC					
	01/18/2017	142250	Computer		
				15.20	001-4700 Supplies-Office
				37.87	440-0100 Supplies-Office
				<u>37.88</u>	440-0200 Supplies-Office
				90.95	
BRIGHT & SMART LLC					
	01/18/2017	142252	Computer		
				<u>395.50</u>	001-7500 Outside instructors
				395.50	
BROWARD CO BOARD OF COUNTY COMMISSIONER					
	01/18/2017	142256	Computer		
				<u>1,148.00</u>	001-3900 Memberships/Schools
				1,148.00	
BROWARD COUNTY UMPIRES ASSOC INC					
	01/18/2017	142253	Computer		
				<u>1,950.00</u>	001-7500 Supplies-Athletic programs
				1,950.00	
BROWARD NELSON FOUNTAIN SERVICE					
	01/18/2017	142254	Computer		
				<u>288.80</u>	001-7532 Supplies-Chemicals
				288.80	
BROWARD POLICE MEMORIAL ASSOCIATION FUNE					
	01/18/2017	142255	Computer		

City of Plantation
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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				919.00	880-0000	Accrued Broward Police Memorial Associatic
				919.00		
BUCKETBOY GRAPHICS INC						
	01/18/2017	142257	Computer			
				1,200.00	449-0000	Inventory-Pro Shop Merchandise
				1,200.00		
BURKHARD'S TRACTOR & EQUIPMENT INC						
	01/18/2017	142259	Computer			
				36.40	001-0000	Inventory-Garage
				33.54	001-5500	R/M-Equipment
				34.94	001-7500	R/M-Equipment
				104.88		
C&L BUS COMPANY INC						
	01/18/2017	142265	Computer			
				1,153.75	001-7500	Special events
				1,153.75		
C6 TACTICAL CORP						
	01/18/2017	142275	Computer			
				464.00	001-3900	Supplies-Uniforms/Protective gear
				464.00		
CALLAWAY GOLF SALES COMPANY						
	01/18/2017	142260	Computer			
				2,584.98	449-0000	Inventory-Pro Shop Merchandise
				2,584.98		
	01/18/2017	927373900	Credit			
				-408.00	449-0000	Inventory-Pro Shop Merchandise
				-408.00		
CARBON'S GOLDEN MALTED						
	01/18/2017	142349	Computer			

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				39.00	449-4922	Supplies/Materials-Expendable
				39.00		
CARIBE UTILITIES OF FLORIDA INC						
	01/18/2017	000313	Computer			
				122,290.65	405-0000	CIP - Pltn Gardens/Historical Area Wtr Main
				188,796.35	405-0000	CIP - Pltn Gardens/Phase IIB Wtr Main Reh
				311,087.00		
CHARLES FLYNN						
	01/18/2017	142294	Computer			
				119.00	440-0100	Food and shelter
				72.00	440-0100	Transportation costs
				191.00		
CHENEY BROTHERS INC						
	01/18/2017	142262	Computer			
				1,877.56	449-0000	Inventory-Groceries
				142.11	449-4922	Supplies/Materials-Expendable
				176.97	449-4922	Supplies-Janitorial
				14.14	449-4922	Tools/Under threshold furn/equip
				149.14	449-4923	Supplies/Materials-Expendable
				2,359.92		
CHRISTINE J THOMPSON						
	01/18/2017	142218	Computer			
				137.56	001-0000	Suspense
				137.56		
Christopher Wallett						
	01/18/2017	142298	Computer			
				90.00	001-4300	Payroll-Special detail
				90.00		
CINTAS CORPORATION NO 017						
	01/18/2017	142263	Computer			

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				6.60	001-4300	R/M-Vehicles
				7.13	001-5500	Supplies/Materials-Expendable
				355.24	001-5500	Supplies-Uniforms/Protective gear
				7.13	001-5900	Supplies/Materials-Expendable
				118.62	001-5900	Supplies-Uniforms/Protective gear
				7.13	001-6711	Supplies/Materials-Expendable
				77.86	001-6711	Supplies-Uniforms/Protective gear
				49.63	001-6712	Supplies-Uniforms/Protective gear
				454.92	001-7500	Supplies-Uniforms/Protective gear
				7.13	113-1300	Supplies/Materials-Expendable
				43.86	113-1300	Supplies-Uniforms/Protective gear
				274.88	440-0100	Supplies-Uniforms/Protective gear
				16.50	440-0100	Waste disposal
				161.75	440-0200	Supplies-Uniforms/Protective gear
				16.50	440-0200	Waste disposal
				86.45	449-4924	Rentals
				7.13	460-5200	Supplies/Materials-Expendable
				28.52	460-5200	Supplies-Uniforms/Protective gear
				1,726.98		
CITY FIRE INC						
	01/18/2017	142264	Computer			
				79.50	001-7500	R/M-Maintenance contract
				79.50		
COAST PUMP WATER TECHNOLOGIES						
	01/18/2017	142266	Computer			
				80.50	001-7500	R/M-Grounds
				80.50		
COCA-COLA REFRESHMENTS USA INC						
	01/18/2017	142292	Computer			
				354.80	449-0000	Inventory-Groceries
				354.80		

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
COMCAST						
	01/18/2017	142267	Computer	149.85	001-2300	Communications
				149.85		
	01/18/2017	142268	Computer	18.64	449-4922	Outside service fees
				18.64		
	01/18/2017	142269	Computer	84.90	001-2300	Communications
				84.90		
COMMERCIAL PRINTERS INC						
	01/18/2017	142271	Computer	175.00	001-1100	Printing and binding
				175.00		
COMMISSION FOR FL LAW ENFORCEMENT ACCRED						
	01/18/2017	142272	Computer	800.00	001-3900	Memberships/Schools
				800.00		
COMMUNITY REDEVELOPMENT ASSOC OF FL INC						
	01/18/2017	142270	Computer	2,190.00	114-0000	Consultants
				2,190.00		
CONNIE EARLE						
	01/18/2017	142283	Computer	405.00	115-6600	Public services
				405.00		
CORAL SPRINGS ANIMAL HOSPITAL						
	01/18/2017	142273	Computer	446.33	001-3900	Supplies/maintenance-K-9 unit

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				446.33		
COVENTRY HEALTH CARE OF FLORIDA						
	01/18/2017	142274	Computer	733.87	001-0000	Ambulance Fees
				733.87		
CURTAIN CALL PLAYHOUSE INC						
	01/18/2017	142276	Computer	262.50	001-7500	Outside instructors
				262.50		
DANCE FX INC						
	01/18/2017	142277	Computer	808.50	001-7500	Outside instructors
				808.50		
Daniel Stearns						
	01/18/2017	142299	Computer	90.00	001-4300	Payroll-Special detail
				90.00		
DEBBIE MCKEEVER - PETTY CASH						
	01/18/2017	142278	Computer	14.98	440-0100	Transportation costs
				35.31	440-0200	Transportation costs
				50.29		
DEPARTMENT OF ENVIRONMENTAL PROTECTION						
	01/18/2017	142280	Computer	75.00	440-0100	Memberships/Schools
				75.00		
DEPT OF BUSINESS & PROFESSIONAL REGULATION						
	01/18/2017	142279	Computer	8,039.58	001-0000	Accrued BCAI Surcharge Payable

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				-803.96	001-0000	Misc revenue-Commissions
				7,235.62		
DIAMOND R FERTILIZER CO INC						
	01/18/2017	142281	Computer	1,890.00	001-7500	R/M-Grounds
				1,890.00		
DONNA SCHOECH						
	01/18/2017	142369	Computer	650.00	001-7500	Special events
				650.00		
EDCO AWARDS & SPECIALTIES						
	01/18/2017	142284	Computer	27.00	001-7500	R/M-Structures
				27.00		
EDIE DICARO ENTREPRENEUR INC						
	01/18/2017	142285	Computer	300.00	001-7500	Special events
				300.00		
EDJ SERVICE INC						
	01/18/2017	142286	Computer	24,607.94	001-7500	R/M-Maintenance contract
				24,607.94		
ELKA FERREIRA						
	01/18/2017	142290	Computer	913.50	001-7500	Outside instructors
				913.50		
FEDERAL EASTERN INTERNATIONAL INC						
	01/18/2017	142288	Computer	2,040.00	001-3900	Supplies-Uniforms/Protective gear

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				2,040.00		
FERGUSON ENTERPRISES INC						
	01/18/2017	142289	Computer			
				343.55	440-0100	R/M-Equipment
				179.50	440-0100	R/M-Mains
				343.55	440-0200	R/M-Equipment
				866.60		
FISHER SCIENTIFIC COMPANY LLC						
	01/18/2017	142291	Computer			
				936.14	440-0100	Supplies/Equipment - Laboratory
				457.51	440-0200	Supplies/Equipment - Laboratory
				1,393.65		
FLORIDA BLUE						
	01/18/2017	142246	Computer			
				36.16	001-0000	Ambulance Fees
				36.16		
FLORIDA TRANSCOR INC						
	01/18/2017	142293	Computer			
				450.00	113-1300	Streets signs/Markings
				450.00		
Frank Zingale						
	01/18/2017	142301	Computer			
				90.00	001-4300	Payroll-Special detail
				90.00		
FUNASTIC GYMNASTIC & YOGA						
	01/18/2017	142258	Computer			
				2,205.22	001-7500	Outside instructors
				2,205.22		
G PROULX LLC						

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	01/18/2017	142308	Computer	735.00	113-1300	R/M-Walkways
				735.00		
Gamal Stewart						
	01/18/2017	142304	Computer	90.00	001-4300	Payroll-Special detail
				90.00		
GAMETIME						
	01/18/2017	142305	Computer	2,292.89	001-7500	R/M-Equipment
				2,292.89		
GEORGE JOHNSON						
	01/18/2017	142328	Computer	629.48	001-5400	Uninsured liability claims
				629.48		
GOLDCOAST GROUP INC						
	01/18/2017	142307	Computer	2,915.00	001-7500	Supplies-Athletic programs
				2,915.00		
GORDON FOOD SERVICE						
	01/18/2017	142306	Computer	928.99	449-0000	Inventory-Groceries
				67.45	449-4922	Supplies/Materials-Expendable
				996.44		
GPSI LEASING II - ACCORD LL						
	01/18/2017	142309	Computer	2,850.00	449-4923	Rentals
				2,850.00		
GRAINGER						

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	01/18/2017	142310	Computer			
				200.08	440-0100	R/M-Structures
				62.53	440-0100	Tools/Under threshold furn/equip
				62.53	440-0200	Tools/Under threshold furn/equip
				325.14		
GRAYBAR						
	01/18/2017	142311	Computer			
				36.00	440-0100	R/M-Structures
				36.00		
GREEN THUMB LAWN & GARDEN LLC						
	01/18/2017	1189336	Credit			
				-9.37	440-0100	R/M-Vehicles
				-9.37		
	01/18/2017	142312	Computer			
				233.15	001-0000	Inventory-Garage
				91.67	001-5500	R/M-Equipment
				23.99	001-5900	R/M-Equipment
				92.97	001-5900	Tools/Under threshold furn/equip
				475.27	001-7500	R/M-Equipment
				94.99	113-1300	R/M-Equipment
				20.02	440-0100	R/M-Vehicles
				1,032.06		
GURKHA CIGAR GROUP INC						
	01/18/2017	142313	Computer			
				81.65	449-0000	Inventory-Groceries
				81.65		
HACH COMPANY						
	01/18/2017	142314	Computer			
				2,149.41	440-0100	Supplies/Equipment - Laboratory
				2,482.86	440-0200	Supplies/Equipment - Laboratory

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				4,632.27		
HAZEN & SAWYER PC						
	01/18/2017	142315	Computer			
				2,386.31	440-0100	Engineering
				3,443.92	440-0200	Engineering
				5,830.23		
HD SUPPLY WATERWORKS LTD						
	01/18/2017	142316	Computer			
				715.00	440-0100	R/M-Hydrants
				715.00		
HECTOR TURF						
	01/18/2017	142388	Computer			
				57.00	001-7500	R/M-Equipment
				206.77	449-4924	R/M-Vehicles
				263.77		
Henry Bernard						
	01/18/2017	142297	Computer			
				90.00	001-4300	Payroll-Special detail
				90.00		
HOME DEPOT CREDIT SERVICES						
	01/18/2017	142213	Computer			
				164.08	001-0000	Suspense
				164.08		
	01/18/2017	142317	Computer			
				108.46	001-3900	R/M-Maintenance contract
				14.97	001-3900	R/M-Structures
				79.92	001-3900	Tools/Under threshold furn/equip
				53.83	001-4300	Supplies/Materials-Expendable
				207.28	001-7500	R/M-Grounds
				45.44	001-7500	Supplies/Materials-Expendable

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				29.67	001-7532	Supplies/Materials-Expendable
				5.97	001-7532	Tools/Under threshold furn/equip
				452.50	440-0100	R/M-Structures
				2.89	440-0100	Supplies/Materials-Expendable
				78.91	440-0100	Tools/Under threshold furn/equip
				452.50	440-0200	R/M-Structures
				2.88	440-0200	Supplies/Materials-Expendable
				185.42	440-0200	Tools/Under threshold furn/equip
				1,720.64		
	01/17/2017	8312397	Credit			
				-29.99	440-0100	Tools/Under threshold furn/equip
				-30.00	440-0200	Tools/Under threshold furn/equip
				-59.99		
HOWARD FERTILIZER & CHEMICAL CO INC						
	01/18/2017	142318	Computer			
				1,956.00	449-4924	Supplies-Chemicals
				1,956.00		
HUMANA INC						
	01/18/2017	142319	Computer			
				85.38	001-0000	Ambulance Fees
				85.38		
ILY'S PIANO LESSONS CORP						
	01/18/2017	142320	Computer			
				504.00	001-7500	Outside instructors
				504.00		
IMPERIAL ELECTRIC & LIGHTING						
	01/18/2017	142321	Computer			
				27.24	001-4300	R/M-Vehicles
				37.01	001-7300	R/M-Structures
				64.25		

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
INDUSTRIAL HOSE & HYDRAULICS INC						
	01/18/2017	142322	Computer			
				109.05	001-5500	R/M-Equipment
				109.05		
INGRAM LIBRARY SERVICES						
	01/18/2017	142323	Computer			
				40.69	001-7100	Capital Outlay: Audio aids
				990.38	001-7100	Capital Outlay: Books-general collections
				1,031.07		
INNOVATIVE METERING SOLUTIONS INC						
	01/18/2017	142324	Computer			
				154.71	440-0100	R/M-Meters
				154.71		
INTERNATIONAL DATA DEPOSITORY						
	01/18/2017	142326	Computer			
				115.00	001-3900	R/M-Maintenance contract
				115.00		
IRON MOUNTAIN INFORMATION MANAGEMENT LLC						
	01/18/2017	142327	Computer			
				442.02	001-2300	Outside service fees
				174.89	001-4300	Supplies/Materials-Expendable
				616.91		
JAMIE LENNON LEFEBURE						
	01/18/2017	142333	Computer			
				91.99	001-0000	Ambulance Fees
				91.99		
Janelle Keyser						
	01/18/2017	142329	Computer			
				250.00	001-4400	Memberships/Schools

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				250.00		
Jeffrey Weinstein						
	01/18/2017	142296	Computer	90.00	001-4300	Payroll-Special detail
				90.00		
JON HATCH						
	01/18/2017	142295	Computer	49.00	001-4300	Transportation costs
				49.00		
Joshwa Huff						
	01/18/2017	142302	Computer	90.00	001-4300	Payroll-Special detail
				90.00		
KATHLEEN CARTER						
	01/18/2017	142261	Computer	619.40	001-7533	Outside instructors
				619.40		
KONICA MINOLTA BUSINESS SOLUTIONS						
	01/18/2017	142330	Computer			
				360.95	001-1100	R/M-Maintenance contract
				575.85	001-1903	R/M-Maintenance contract
				2,353.89	001-3900	R/M-Maintenance contract
				263.88	001-4700	R/M-Maintenance contract
				197.90	001-5100	R/M-Maintenance contract
				283.18	001-5500	R/M-Maintenance contract
				1,226.27	001-7500	R/M-Maintenance contract
				541.91	440-0100	R/M-Maintenance contract
				363.69	440-0200	R/M-Maintenance contract
				191.97	449-4920	R/M-Maintenance contract
				6,359.49		

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
L & L DISTRIBUTORS INC						
	01/18/2017	142334	Computer			
				149.50	001-0000	Inventory-Garage
				52.24	001-4300	R/M-Vehicles
				11.54	001-4400	R/M-Vehicles
				213.28		
LANDSCAPE INSPECTORS ASSOCIATION OF FLORIDA						
	01/18/2017	142331	Computer			
				135.00	001-3505	Memberships/Schools
				135.00		
Learning For Life						
	01/18/2017	142214	Computer			
				340.00	001-0000	Suspense
				340.00		
LEE LEVENBURG						
	01/18/2017	142332	Computer			
				3,390.00	001-7500	Supplies-Athletic programs
				3,390.00		
Lisa Marie Bevins						
	01/18/2017	142243	Computer			
				250.00	001-4400	Memberships/Schools
				250.00		
LOU BACHRODT FREIGHTLINER						
	01/18/2017	142335	Computer			
				3,535.97	001-4400	R/M-Vehicles
				3,535.97		
LUKES HEAVY TRUCKS & EQUIPMENT						
	01/18/2017	142336	Computer			
				51.43	440-0200	R/M-Vehicles

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				51.43		
M & H AUTOMOTIVE INC						
	01/18/2017	142343	Computer			
				1,035.15	001-0000	Inventory-Garage
				531.70	001-3900	R/M-Vehicles
				147.75	001-4300	R/M-Vehicles
				31.96	001-4300	Supplies/Materials-Expendable
				109.95	001-4300	Supplies-Uniforms/Protective gear
				11.76	001-4300	Tools/Under threshold furn/equip
				38.80	001-5500	R/M-Equipment
				70.91	001-5500	R/M-Vehicles
				22.00	001-5500	Supplies/Materials-Expendable
				45.04	001-5500	Tools/Under threshold furn/equip
				7.99	001-7500	R/M-Equipment
				9.25	001-7500	R/M-Structures
				29.15	113-1300	R/M-Vehicles
				79.92	440-0200	Supplies/Materials-Expendable
				2,171.33		
	01/18/2017	715178	Credit			
				-31.53	001-7500	R/M-Vehicles
				-31.53		
	01/18/2017	716190	Credit			
				-10.81	001-5500	R/M-Equipment
				-10.81		
MACMILLAN OIL COMPANY LLC						
	01/18/2017	142338	Computer			
				577.63	449-0000	Inventory-Diesel (Dyed)
				930.42	449-0000	Inventory-Gasoline
				1,508.05		
MADELYN P ERNST & IRWIN M ERNST						

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	01/18/2017	142287	Computer	25.00	001-0000	Ambulance Fees
				25.00		
MARATHON HEALTH LLC						
	01/18/2017	142339	Computer	57,918.00	001-5300	Allocation Acct-Medical Administrative Costs
				57,918.00		
MASSEY YARDLEY DODGE CHRYSLER JEEP RAM						
	01/18/2017	142340	Computer	192.24	001-0000	Inventory-Garage
				894.34	001-3900	R/M-Vehicles
				1,086.58		
MCGREGOR BATTERY & ELECTRIC INC						
	01/18/2017	142341	Computer	145.00	001-7500	R/M-Equipment
				145.00		
MELROSE SUPPLY & SALES CORP						
	01/18/2017	142342	Computer	751.65	001-7500	R/M-Grounds
				751.65		
Michael Brown						
	01/18/2017	142300	Computer	90.00	001-4300	Payroll-Special detail
				90.00		
MICROMARKETING LLC						
	01/18/2017	142344	Computer	137.52	108-0000	Capital Outlay: Visual aids
				137.52		
MIDWEST MEDICAL SUPPLY CO LLC						

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	01/18/2017	142345	Computer			
				332.39	001-4400	Supplies-Medical
				332.39		
MSC INDUSTRIAL SUPPLY CO INC						
	01/18/2017	142346	Computer			
				1.99	440-0100	Supplies/Materials-Expendable
				220.29	440-0100	Tools/Under threshold furn/equip
				1.99	440-0200	Supplies/Materials-Expendable
				2.79	440-0200	Tools/Under threshold furn/equip
				227.06		
NATIONAL TRAFFIC SIGNS INC.						
	01/18/2017	142347	Computer			
				2,543.25	113-1300	Streets signs/Markings
				2,543.25		
NEWARK ELEMENT 14						
	01/18/2017	142348	Computer			
				530.00	440-0200	R/M-Equipment
				530.00		
NEXAIR LLC						
	01/18/2017	142350	Computer			
				164.77	001-5500	Supplies/Materials-Expendable
				10.75	001-5500	Supplies-Uniforms/Protective gear
				70.38	449-4924	Rentals
				245.90		
NU-TURF LAWN & GARDEN						
	01/18/2017	142351	Computer			
				12.00	001-5400	Uninsured liability claims
				155.00	001-5900	R/M-Grounds
				602.00	001-7500	R/M-Grounds
				233.00	440-0100	R/M-Grounds

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				1,002.00	
NYTECH SUPPLY CO					
	01/18/2017	142325	Computer		
				7.78 001-1903	R/M-Tires
				7.78 001-2300	R/M-Tires
				7.78 001-2700	R/M-Tires
				7.78 001-3505	R/M-Tires
				7.78 001-4700	R/M-Tires
				7.78 001-5100	R/M-Tires
				7.78 001-5500	R/M-Tires
				49.90 001-5500	Supplies-Janitorial
				7.77 001-5900	R/M-Tires
				7.77 001-6711	R/M-Tires
				7.77 001-6712	R/M-Tires
				7.77 001-7500	R/M-Tires
				7.77 001-7533	R/M-Tires
				7.78 113-1300	R/M-Tires
				3.89 440-0100	R/M Tires
				3.89 440-0200	R/M Tires
				7.77 449-4924	R/M-Tires
				7.77 460-5200	R/M-Tires
				174.31	
OFFICE DEPOT INC					
	01/18/2017	142352	Computer		
				266.70	001-8852 Supplies/Materials-Expendables
				266.70	
	01/18/2017	889212628001	Credit		
				-172.10	001-8852 Supplies/Materials-Expendables
				-172.10	
PACE ANALYTICAL SERVICES INC					
	01/18/2017	142353	Computer		

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				36.00	440-0100	Chemical analysis
				<u>100.00</u>	440-0200	Chemical analysis
				136.00		
PALM TRUCK CENTERS INC						
	01/18/2017	142354	Computer			
				<u>987.10</u>	001-4300	R/M-Vehicles
				987.10		
PATRICA M MACGOVERN						
	01/18/2017	142337	Computer			
				<u>315.00</u>	115-6600	Public services
				315.00		
PENN CREDIT CORPORATION						
	01/18/2017	142355	Computer			
				2,432.41	001-0000	Accounts Payable - Due Penn Credit(EMS)
				<u>2,542.20</u>	001-0000	Accounts Payable-Due Penn Credit
				4,974.61		
PEOPLES CHOICE PRESSURE CLEANING INC						
	01/18/2017	142356	Computer			
				<u>5,522.24</u>	113-1300	R/M-Walkways
				5,522.24		
PHIL SMITH CHEVROLET						
	01/18/2017	142357	Computer			
				<u>4.62</u>	001-3900	R/M-Vehicles
				4.62		
PLANTATION FORD						
	01/18/2017	142358	Computer			
				<u>1,340.29</u>	001-4300	R/M-Vehicles
				1,340.29		
POWER CENTER INC						

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	01/18/2017	142359	Computer	129.33	001-4300	R/M-Vehicles
				129.33		
POWER TRAC						
	01/18/2017	142362	Computer	11.21	440-0100	R/M-Vehicles
				11.21	440-0200	R/M-Vehicles
				22.42		
PRIME TURF INC						
	01/18/2017	142361	Computer	125.00	449-4924	R/M-Maintenance contract
				125.00		
RC FINE FOODS INC						
	01/18/2017	142363	Computer	95.20	449-0000	Inventory-Groceries
				95.20		
RELIANCE STANDARD LIFE INSURANCE CO						
	01/18/2017	142364	Computer	4,348.62	880-0000	Accrued Life Ins Pay-Reliance Std
				4,348.62		
RESIDEX LLC						
	01/18/2017	142365	Computer	3,360.00	001-7500	R/M-Grounds
				3,360.00		
REV RTC INC dba HALL-MARK RTC						
	01/18/2017	142366	Computer	2,984.02	001-4300	R/M-Vehicles
				1,620.34	001-4400	R/M-Vehicles
				4,604.36		

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S P KINNEY ENGINEERS INC						
	01/18/2017	142377	Computer			
				166.58	440-0200	R/M-Equipment
				166.58		
SAFETY-KLEEN SYSTEMS INC						
	01/18/2017	142367	Computer			
				143.05	001-3900	R/M-Vehicles
				47.69	001-5500	R/M-Maintenance contract
				47.68	001-7500	Supplies/Materials-Expendable
				23.84	440-0100	R/M-Vehicles
				23.84	440-0200	R/M-Vehicles
				286.10		
Sandra Prescott						
	01/18/2017	142360	Computer			
				500.00	001-0000	Refunds-Rec Trac System
				500.00		
SAWGRASS FORD INC						
	01/18/2017	142368	Computer			
				1,675.61	001-3900	R/M-Vehicles
				19.78	440-0100	R/M-Vehicles
				19.78	440-0200	R/M-Vehicles
				1,715.17		
SEVEN C'S LINEN SERVICE						
	01/18/2017	142371	Computer			
				197.20	449-4922	Rentals
				50.00	449-4923	Supplies/Materials-Expendable
				247.20		
SHELL FLEET CARD SERVICES						
	01/13/2017	0000000065215071612	Credit			
				-7.51	001-0000	Misc-Other Misc revenue-Other

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				-7.51		
	01/18/2017	142372	Computer	120.96	001-3900	Transportation costs
				120.96		
SHERWIN WILLIAMS COMPANY						
	01/18/2017	142373	Computer	699.65	001-3900	R/M-Structures
				398.70	001-6712	R/M-Structures
				1,098.35		
SILVIA A MOUSA dba AQUATIC ACADEMY LLC						
	01/18/2017	142235	Computer	357.00	001-7532	Outside instructors
				357.00		
SKECHERS USA INC						
	01/18/2017	142374	Computer	57.72	449-0000	Inventory-Pro Shop Merchandise
				57.72		
SOUTHEAST FLORIDA UTILITY COUNCIL						
	01/18/2017	142375	Computer	312.50	440-0100	Memberships/Schools
				312.50	440-0200	Memberships/Schools
				625.00		
SOUTHEAST INDUSTRIAL SALES CO						
	01/18/2017	142370	Computer	283.86	440-0100	R/M-Equipment
				283.86		
SOUTHLAND ELECTRICAL SUPPLY COMPANY INC						
	01/18/2017	142376	Computer	267.25	001-7500	R/M-Grounds

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				267.25	
STAPLES ADVANTAGE					
	01/18/2017	142378	Computer		
				3.62 001-5500	Supplies/Materials-Expendable
				32.49 001-5500	Supplies-Office
				20.79 001-6711	Supplies/Materials-Expendable
				2.28 001-7500	Special events
				18.19 001-7500	Supplies-Office
				33.61 440-0100	Supplies/Materials-Expendable
				48.36 440-0100	Supplies-Janitorial
				9.61 440-0100	Supplies-Office
				50.87 440-0200	Supplies/Materials-Expendable
				63.89 440-0200	Supplies-Office
				283.71	
STATE FARM INSURANCE					
	01/18/2017	142379	Computer		
				418.80 001-0000	Ambulance Fees
				418.80	
STROBES R US INC					
	01/18/2017	142380	Computer		
				215.36 001-4400	R/M-Vehicles
				215.36	
SUNBELT RENTALS INC					
	01/18/2017	142381	Computer		
				46.63 113-1300	R/M-Equipment
				46.63	
SUN-SENTINEL COMPANY LLC					
	01/18/2017	142382	Computer		
				1,146.00 449-4921	Advertising
				1,146.00	

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SUNSHINE STATE ONE CALL OF FLORIDA INC						
	01/18/2017	142383	Computer			
				186.02	440-0100	Permits/Application fees
				186.02	440-0200	Permits/Application fees
				372.04		
SUPERSPORTS OF BROWARD COUNTY INC						
	01/18/2017	142384	Computer			
				240.00	001-7500	Supplies-Athletic programs
				240.00		
SUPPLYWORKS						
	01/18/2017	142385	Computer			
				1,009.69	001-3900	Supplies/Materials-Expendable
				188.53	001-3900	Supplies-Janitorial
				604.55	001-7500	Supplies/Materials-Expendable
				254.98	001-7500	Supplies-Janitorial
				151.92	001-7532	Supplies/Materials-Expendable
				7.30	440-0100	Supplies/Materials-Expendable
				7.31	440-0200	Supplies/Materials-Expendable
				2,224.28		
TECH AIR INC						
	01/18/2017	142387	Computer			
				95.00	001-3900	R/M-Equipment
				220.00	001-6712	R/M-Structures
				95.00	001-7500	R/M-Structures
				574.44	001-7531	R/M-Structures
				264.32	113-1300	R/M-Equipment
				1,248.76		
THOMAS J. TAKACH						
	01/18/2017	142386	Computer			
				39.97	440-0000	Accounts Payable-various

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				<u>39.97</u>		
TIRESOLES OF BROWARD INC						
	01/18/2017	142389	Computer	<u>898.16</u>	001-0000	Inventory-Garage
				898.16		
TORO NSN						
	01/18/2017	142390	Computer	<u>208.00</u>	449-4924	R/M-Maintenance contract
				208.00		
TOTAL TRUCK PARTS INC						
	01/18/2017	142391	Computer	<u>1,526.30</u>	001-4400	R/M-Vehicles
				1,526.30		
Trane Co						
	01/18/2017	142392	Computer	<u>217.00</u>	449-4924	R/M-Structures
				217.00		
TRI NOVA - FLORIDA						
	01/18/2017	142230	Computer	<u>7,971.76</u>	440-0100	R/M-Equipment
				7,971.76		
	01/18/2017	559613-1	Credit	<u>-190.08</u>	440-0100	R/M-Equipment
				-190.08		
TRIBRIDGE HOLDINGS LLC						
	01/18/2017	142393	Computer	<u>832.50</u>	001-2700	Outside service fees
				832.50		

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TRULY NOLEN OF AMERICA INC						
	01/18/2017	142394	Computer			
				63.00	001-7500	R/M-Maintenance contract
				360.00	449-4920	R/M-Maintenance contract
				423.00		
TRUSTMARK VOLUNTARY BENEFITS SOLUTIONS IN						
	01/18/2017	142395	Computer			
				13,826.60	880-0000	Accrued Trustmark Ins Pay
				13,826.60		
TSC ASSOCIATES INC						
	01/18/2017	142396	Computer			
				1,600.00	114-0000	Minor home repair/weatherization
				1,600.00	115-6600	Housing rehabilitation
				3,200.00		
TT&S INC						
	01/18/2017	142397	Computer			
				50.00	001-4700	Printing and binding
				50.00		
ULINE INC						
	01/18/2017	142399	Computer			
				141.32	440-0100	Supplies/Materials-Expendable
				141.32	440-0200	Supplies/Materials-Expendable
				282.64		
ULTRA MARKETING INC						
	01/18/2017	142400	Computer			
				316.40	449-4924	R/M-Vehicles
				316.40		
UNITED AMERICAN INSURANCE COMPANY						
	01/18/2017	142401	Computer			
				113.01	001-0000	Ambulance Fees

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				113.01		
UNITED LIGHTING SALES INC						
	01/18/2017	142402	Computer	202.68	001-7533	Supplies/Materials-Expendable
				202.68		
UNITED PARCEL SERVICE INC						
	01/18/2017	142403	Computer	10.42	001-4300	Postage/shipping charges
				10.42		
UNITED SITE SERVICES NORTHEAST INC						
	01/18/2017	142404	Computer	97.75	001-7500	Special events
				97.75		
UPSTART PRODUCTS INC						
	01/18/2017	142405	Computer	1,895.50	449-4924	Supplies-Chemicals
				1,895.50		
VCA HOLLYWOOD ANIMAL HOSPITAL						
	01/18/2017	142406	Computer	466.56	001-3900	Supplies/maintenance-K-9 unit
				466.56		
VERMEER SOUTHEAST SALES & SERVICE INC						
	01/18/2017	142407	Computer	48.42	001-5900	R/M-Equipment
				48.42		
WASTE MANAGEMENT INC OF FLORIDA						
	01/18/2017	142408	Computer	44,480.70	001-5600	Outside collection services
				257,566.74	001-5600	Waste disposal

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				302,047.44	
WASTECORP PUMPS LLC					
	01/18/2017	142409	Computer		
				5,098.00	440-0200 R/M-Equipment
				5,098.00	
WEEKLEY ASPHALT PAVING INC					
	01/18/2017	142410	Computer		
				74.50	113-1300 R/M Streets
				450.73	460-5200 Materials/Labor-Drainage system
				525.23	
WESCO FOUNTAINS					
	01/18/2017	142411	Computer		
				272.50	001-7500 R/M-Structures
				272.50	
WEST CONSTRUCTION INC					
	01/18/2017	142412	Computer		
				164,069.11	313-0000 Capital Outlay: Buildings
				164,069.11	
WHH SOLUTIONS LLC					
	01/18/2017	142413	Computer		
				7,500.00	001-3900 Consultants
				7,500.00	
WINNINGHAM & FRADLEY INC					
	01/18/2017	142414	Computer		
				580.00	001-8850 Consultants
				580.00	
WOODSTONE PLANTATION LLC					
	01/18/2017	142415	Computer		
				590.65	440-0000 Accounts Payable-various

City of Plantation
Check & Credit Register Detail
Check Dates 1/12/2017 to 1/18/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				590.65	
XEROX CORPORATION					
	01/18/2017	142416	Computer		
				211.16	108-0000 Publications/Subscriptions
				211.16	
DEPT OF BUSINESS & PROFESSIONAL REGULATION					
	01/18/2017	00000000000211348	Manual		
				8,039.58	001-0000 Accrued DCA Surcharge Payable
				-803.96	001-0000 Misc revenue-Commissions
				7,235.62	
Florida Department of Revenue					
	01/13/2017	00000000000211347	Manual		
				2,413.59	001-0000 Accrued Sales Tax Payable
				8.68	440-0000 Accrued Sales Tax Payable
				19,475.34	449-0000 Accrued Sales Tax Payable
				21,897.61	
UNITED HEALTHCARE					
	01/12/2017	W00000000000211346	Manual		
				209,267.83	001-5300 Allocation Acct-Medical Claims
				81,890.07	001-5300 Allocation Acct-Medical prescriptions
				291,157.90	

Sum of Computer Checks	1,116,831.71
Sum of Manual Checks	320,291.13
Total	1,437,122.84

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

City of Plantation**Check & Payment Register Fund Summary****Check Dates 1/12/2017 to 1/18/2017**

<u>Fund</u>	<u>Fund Name</u>	<u>Computer Checks</u>	<u>Manual Checks</u>	<u>Credits</u>	<u>Total</u>
001	General Fund	538,869.82	300,807.11	-496.02	839,180.91
108	Library Board	421.62			421.62
113	Road and Traffic Control	12,463.45			12,463.45
114	State Housing Initiative Prog	4,025.30			4,025.30
115	Community Dev Block Grant	2,320.00			2,320.00
116	State Forfeitures	1,000.00			1,000.00
313	2013 Note Construction	164,069.11			164,069.11
405	Series 2013 Utility Sys Rev Nt	311,087.00			311,087.00
440	Utility Operations	46,245.05	8.68	-419.61	45,834.12
449	Plantation Preserve	23,992.62	19,475.34	-6,335.00	37,132.96
460	Stormwater	494.15			494.15
880	Pooled Cash & Investments	19,094.22			19,094.22
		<u>1,124,082.34</u>	<u>320,291.13</u>	<u>-7,250.63</u>	<u>1,437,122.84</u>

City of Plantation**Checks by Third Party Administrator****Check Dates 1/12/2017 to 1/18/2017**

<u>Fund/Dept</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
001-5300	Allocation Acct-Dental Claims	17,198.00	
001-5300	Allocation Acct-Worker's comp claims	13,594.08	
880-0000	Cash-SunTrust Insurance #3255		30,792.08
		<u>30,792.08</u>	<u>30,792.08</u>



City of Plantation
City Council Chambers

Subject:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 5, 2017 through January 18, 2017 for the City of Plantation's Community Redevelopment District.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period January 5, 2017 through January 18, 2017 for the City of Plantation's Community Redevelopment District.

ATTACHMENTS:

Description	Upload Date	Type
Bill List CRA Cover & Week 1	1/19/2017	Cover Memo
Bill List CRA Week 2	1/19/2017	Cover Memo

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXPENDITURES AND
APPROPRIATIONS REFLECTED IN THE WEEKLY EXPENDITURE REPORT
FOR THE PERIOD January 05, 2017 THROUGH January 18, 2017
THE CITY OF PLANTATION'S COMMUNITY REDEVELOPMENT AGENCY

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF PLANTATION COMMUNITY REDEVELOPMENT AGENCY, that:

Section 1: The expenditures reflected on the weekly Expenditure Report from the Redevelopment Trust Fund of the Plantation Community Redevelopment Agency are herewith approved and ratified. The planned and actual appropriations and expenditures shown in said report are hereby authorized, ratified, and approved and shall be funded from existing revenue sources. For those planned and actual appropriations and expenditures that exceed the total prior approved budget amount at the fund level, as amended, the appropriate fund's budget is hereby increased by that amount necessary to accommodate the planned and actual expenditure and appropriations for the fund, as listed in the attached report. A copy of the said weekly report(s) will be filed with the City Clerk of the City of Plantation, with a copy of the Resolution attached thereto.

Section 2: This Resolution shall become effective after being approved and adopted by a majority of the Board of Commissioners of the Plantation Community Redevelopment Agency and signed by the Chairman.

APPROVED AND ADOPTED BY A MAJORITY OF THE BOARD OF COMMISSIONERS OF THE PLANTATION COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PLANTATION, FLORIDA, THIS Wednesday, January 25, 2017.

SIGNED BY THE CHAIRMAN THIS Wednesday, January 25, 2017.

Chairperson

ATTEST:

City Clerk

Approval:

Finance

Date

Administration

Date

Plantation Community Redevelopment Agency

Computer Check Register

Check Dates 1/5/2017 to 1/11/2017



<u>Check</u>	<u>Vendor</u>	<u>Checks Voided</u>	<u>Amount</u>	<u>Check Date</u>
142099	T-MOBILE		37.69	01/11/2017
			<u>37.69</u>	

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

Plantation Community Redevelopment Agency**Check & Credit Register Detail****Check Dates 1/5/2017 to 1/11/2017**

<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
T-MOBILE	01/11/2017	142099	Computer			
				37.69	110-1000	Communications
				37.69		
		Sum of Computer Checks		37.69		
		Sum of Manual Checks				
		Total		37.69		

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

Plantation Community Redevelopment Agency

Check & Payment Register Fund Summary

Check Dates 1/5/2017 to 1/11/2017



<u>Fund</u>	<u>Fund Name</u>	<u>Computer Checks</u>	<u>Manual Checks</u>	<u>Credits</u>	<u>Total</u>
110	Community Redevelopment Agency	37.69			37.69
		<u>37.69</u>			<u>37.69</u>

Plantation Community Redevelopment Agency
Payroll Summary By Fund/Department
Check Dates 1/5/2017 to 1/11/2017



<u>Fund</u>		<u>Department</u>	<u>Gross Wages</u>	<u>Deductions</u>	<u>Net Wages</u>
110	Community Redevelopment Agency	1000 Community Redevelopment Agency	2,901.07	720.81	2,180.26
			<u>2,901.07</u>	<u>720.81</u>	<u>2,180.26</u>

Plantation Community Redevelopment Agency
Payroll Summary By Fund
Check Dates 1/5/2017 to 1/11/2017



<u>Fund</u>		<u>Gross Wages</u>	<u>Deductions</u>	<u>Net Wages</u>
110	Community Redevelopment Agency	2,901.07	720.81	2,180.26
		<u>2,901.07</u>	<u>720.81</u>	<u>2,180.26</u>

Plantation Community Redevelopment Agency

Computer Check Register

Check Dates 1/12/2017 to 1/18/2017



<u>Check</u>	<u>Vendor</u>	<u>Checks Voided</u>	<u>Amount</u>	<u>Check Date</u>
142236	ATKINS NORTH AMERICA INC		1,422.79	01/18/2017
			<u>1,422.79</u>	

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

Plantation Community Redevelopment Agency**Check & Credit Register Detail****Check Dates 1/12/2017 to 1/18/2017**

<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
ATKINS NORTH AMERICA INC	01/18/2017	142236	Computer	1,422.79	330-0000	Capital Outlay: Improvements
				<u>1,422.79</u>		

Sum of Computer Checks	<u>1,422.79</u>
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Sum of Manual Checks	
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Total	<u><u>1,422.79</u></u>
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Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

Plantation Community Redevelopment Agency

Check & Payment Register Fund Summary

Check Dates 1/12/2017 to 1/18/2017



<u>Fund</u>	<u>Fund Name</u>	<u>Computer Checks</u>	<u>Manual Checks</u>	<u>Credits</u>	<u>Total</u>
330	CRA-Designated Capital Improve	1,422.79			1,422.79
		<u><u>1,422.79</u></u>			<u><u>1,422.79</u></u>



City of Plantation
City Council Chambers

Subject:

Preliminary Project Management & Implementation Plan Timeline & Proposal

Summary:

Approval of Preliminary Project Management and Implementation Plan Timeline and approval of Fee Proposals to Perform Services for the Issuance of General Obligation Bonds.

Prepared By:


Pamela Ponce de Leon

ATTACHMENTS:

Description	Upload Date	Type
Cover Memo	1/19/2017	Cover Memo
Exhibit A	1/19/2017	Exhibit
Exhibit B	1/19/2017	Exhibit
Exhibit C	1/19/2017	Exhibit

MEMORANDUM

To: Mayor and Members of the City Council

From: Horace McHugh, Chief Administrative Officer 

Date: January 25th, 2017

Re: Approval of Preliminary Project Management and Implementation Plan Timeline and Proposal that Comprise Material Portions of Costs of Issuance for the Bond Issuance

Copies: Donald J. Lunny, Jr., City Attorney
JoLinda Herring/Bryant Miller Olive, Bond Counsel
Sergio Masvidal/PFM, Financial Advisor

Summary of Action Desired

Approval of Preliminary Project Management and Implementation Plan Timeline and approval of Fee Proposals to Perform Services for the Issuance of General Obligation Bonds.

I. Preliminary Project Management and Implementation Plan Timeline

At the December 14, 2016 Council Meeting, there was general consensus to accept the Preliminary Project Management and Implementation Plan Timeline provided by Staff (Exhibit A). It is recommended that Council approve the Preliminary Project Management and Implementation Plan Timeline.

II. Engagements/Proposals for Services

At the January 9, 2017 Financing Workshop, there was also consensus to move forward with the Plan of Finance as recommended by PFM (the City's Financial Advisor) and Staff, and the Bond Validation proceeding as recommended by Bond Counsel and the City Attorney. At this point, the proposed financing contemplates:

- A \$60 million ad valorem bond issue (for Public Safety, Public Works & Parks & Recreation projects) as approved in the November 2016 referendum;
- The bond issue will be validated;
- Obtain credit ratings from two rating agencies;
- Issue one series of bonds for the entire \$60 million amount;
- Structure the financing to have level debt service payments starting in Fall/Winter 2017;
- The bonds to mature in 20 to 30 years (with a preference of 20 years);
- The bonds will be competitively sold;

- The financing process will be completed by April 2017 (which will allow the City to meet the May 1st, 2017 deadline for notification using the ad valorem tax bills).
- Debt service millage to appear on ad valorem tax bills which are due in October 2017.

The Council was provided with an Estimated Cost of Issuance (Table 1) of approximately \$250,000 (approximately 0.41% of issue), based on preliminary information that was provided to our professionals. Since more specific terms of the contemplated issuance have been developed, we have provided below a revised Estimated Cost of Issuance that includes specific fee proposals from the professionals whose services comprise the material portions of the issuance costs. The updated, estimated costs are listed below in Table 2:

Table 1

<u>Estimated Costs of Issuance*</u>		
<u>Estimated Par Amount: \$ 60,000,000</u>		
<u>Item</u>	<u>Amount</u>	<u>\$/1,000</u>
Bond Counsel	55,000	0.92
Disclosure Counsel	44,000	0.73
Financial Advisor	41,250	0.69
Issuer's Counsel	36,000	0.60
Rating Agencies	50,000	0.83
Paying Agent	4,000	0.07
Printer	3,500	0.06
Miscellaneous	10,000	0.18
Total	243,750	4.08

*Estimates for discussion only. Not inclusive of UW Discount at time of bid.

Table 2

<u>Estimated Costs of Issuance*</u>		
<u>Estimated Par Amount: \$ 60,000,000</u>		
<u>Item</u>	<u>Amount</u>	<u>\$/1,000</u>
Bond Counsel	78,000	1.30
Disclosure Counsel	40,000	0.67
Validation	15,000	0.25
Financial Advisor	44,000	0.73
Issuer's Counsel	36,000	0.60
Rating Agencies	70,000	1.17
Paying Agent	4,000	0.07
Printer	3,500	0.06
Miscellaneous	10,000	0.17
Total	300,500	5.02

*Estimates for discussion only. Not inclusive of UW Discount at time of bid.

Please note that the following professional services comprise the material portions of the issuance costs:

A. Bond Counsel: Bryant Miller Olive P.A. (BMO)

Responsibilities: Preparation of Bond documents; render legal opinion required for closing; render tax-exempt opinion; validation of the bond

Fee Proposal: \$1.30 per \$1,000 of debt issued, with a minimum of \$25,000 (for \$60 million issuance, this would be \$78,000); plus \$15,000 for uncontested validation processing. If validation proceedings are contested or appealed to the Supreme Court, an hourly rate would be negotiated.

On tonight's agenda is a Resolution approving this proposal (**Exhibit A**).

Disclosure Counsel: Bryant Miller Olive P.A.

Responsibilities: Prepare Offering Documents; conduct due diligence for disclosure; render opinion to the Issuer pertaining to disclosure; prepare Continuing Disclosure Certificate

Fee Proposal: A flat fee of \$40,000 for the issuance.

On tonight's agenda is a Resolution approving this proposal (**Exhibit A**).

B. Issuer's Counsel: Brinkley Morgan

Responsibilities: Reviews all bond documents and ensures protective legal provisions for the City are included; assists Administration in including transaction terms that provide administrative flexibility where possible; assures compliance with State laws and Charter, with respect to bond proceedings; assures municipal bond transactions obligations do not cause the City to default on a different obligation; renders a closing opinion required for the transaction.

Fee Proposal: \$36,000 (\$0.60/\$1,000 of issuance)

On tonight's agenda is a Resolution approving this proposal (**Exhibit B**).

C. Financial Advisor: Public Financial Management, Inc. (PFM)

Responsibilities: Evaluate options and propose most favorable Plan of Finance; obtain credit ratings; conduct document review for provisions that might affect bidding and advise Administration accordingly; conduct and coordinate competitive sale with reserves; evaluate bid and advise Administration of terms of best offer.

Fee Proposal: \$44,000 (first \$25 million - .09%; next \$25 million - .07%; additional \$10 million - .04%)

There is no Resolution needed to approve this proposal since the City's agreement with PFM contains fixed provisions for these services. Proposal is included in **Exhibit C**.

D. Rating Agencies: Moody's, Fitch, S&P (two of these three)

Responsibilities: Provide independent opinion on the creditworthiness of an offering.

Fee Estimate: \$35,000 to \$70,000 is believed to be a valid range for these charges. The fees charged by the rating agencies are another unavoidable component of the costs that we would not be able to negotiate. Our Financial Advisor offers the \$50,000 estimate that is believed to be a valid estimate for these charges. For estimating purposes, we have included \$70,000.

Part II. Conclusion.

The Tables above estimates a Cost of Issuance of \$250,000 to \$300,500 (0.4% to 0.5% of the issuance). This is within the industry norm and Table 2 is being recommended as being appropriate, given the accelerated pace in which the validation, ratings, issuance, and closing processes are expected to be completed. The agreements and/or fee proposals for each of these

professionals are attached. These attachments provide more detailed explanation of the professionals' scope of services, terms and fee schedule. It is further recommended that Council approve the fee schedule for the professional service needed to issue the \$60 million in bonds. These include:

- Approval of fee proposal for Bryant Miller Olive (BMO) to act as the Bond Counsel (included in Exhibit A);
- Approval of fee proposal for Bryant Miller Olive (BMO) to act as Disclosure Counsel (included in Exhibit A);
- Approval of Brinkley Morgan to act as Issuer's Counsel (included in Exhibit B);
- Approval of Public Financial Management, Inc. (PFM) to act as Financial Advisor (included in Exhibit C);
- Approval of fees/charges to two of the three leading credit rating agencies, in an amount estimated to be not more than \$35,000 each. (This authorization is being requested, since the payment may exceed the Mayor's \$25,000 spending threshold).

This matter is now ready for consideration as an Administrative Item. If any of you have any questions, please call me.

Attachments:

- Exhibit A – Resolution approving BMO as Bond Counsel and Disclosure Counsel
BMO's Scope of Service & Fee proposal for Bond Counsel Services and Disclosure Counsel Services
- Exhibit B - Resolution approving Brinkley Morgan as Issuer Counsel
Brinkley Morgan's Scope of Service & Fee proposal for Issuer Counsel
- Exhibit C - Agreement with PFM, which includes fee proposal for bond issuance

Memorandum to Mayor and Council Members
January 19, 2017

Exhibit A

RESOLUTION NO. _____

A RESOLUTION PERTAINING TO THE SUBJECT OF PUBLIC FINANCE; APPROVING THE COMPENSATION OF BRYANT MILLER OLIVE FOR SERVICES TO BE RENDERED IN CONNECTION WITH THE CONTEMPLATED ISSUANCE AND CLOSING OF THE SALE OF THE CITY'S AD VALOREM BONDS, SERIES 2017; PROVIDING RECITALS; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the City has requested Bryant Miller Olive to provide a proposal for legal services to act as Bond Counsel and Disclosure Counsel for the validation of and competitive sale of the City's Ad Valorem Bonds, Series 2017; and

WHEREAS, the City has received a proposal for such services which is attached hereto as Exhibit "1" and wishes to approve same;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA THAT:

SECTION 1: The Exhibit "1" proposal is hereby approved.

SECTION 2: This Resolution shall take effect immediately upon passage by the City Council and signature by the Mayor.

PASSED AND ADOPTED by the City Council this _____ day of _____, 2017.
SIGNED by the Mayor this _____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

REQUESTED BY: _____
DEPT. OK: _____
ADMIN. OK: _____
ATTY. OK: _____
AS TO FORM ONLY

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Resolution was received by the Office of the City Clerk and entered into the Public Record this _____ day of _____, 2017.

Susan Slattery, City Clerk

January 17, 2017

Horace McHugh
Chief Administrative Officer
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

Re: Issuance of City of Plantation, Florida Ad Valorem Bonds, Series 2017
(the "Bonds")

Dear Mr. McHugh:

The purpose of this letter is to describe the services Bryant Miller Olive P.A. (the "Firm") will perform as Bond Counsel and, if requested, Disclosure Counsel to the City of Plantation, Florida (the "Issuer") with respect to the issuance of the above-referenced Bonds, in one or more series. We understand that you will issue the Bonds for the purpose of: (i) certain capital projects as described in the resolution authorizing the bond referendum and (ii) paying the expenses incurred in connection with the issuance of the Bonds. We have been informed that the Bonds will be issued and publicly offered through a competitive sale.

SCOPE OF ENGAGEMENT

I. In connection with the issuance of the Bonds, we expect to perform the following duties as Bond Counsel:

(1) Review of proposed financing program as to legal feasibility, compliance with applicable law and pending or proposed revisions to the law, including United States Treasury regulations;

(2) Advice as to structuring procedures, required approvals and filings, schedule of events for timely debt issuance, and other legal matters relative to such debt;

(3) Attend meetings with Issuer staff, City Attorney, the Issuer's financial advisor, the underwriter and others as appropriate for development of the debt materials or dissemination of information in connection therewith;

(4) Prepare resolutions and any amendments thereto in order to authorize the debt;

(5) Assist the City Attorney in the preparation of all validation pleadings, including complaint, notice of service, proposed answer, memorandum of law, and proposed order and to be in attendance to assist with any validation proceeding;

(6) If sale is by competitive bid, assist in preparation of the bid comments, notice of sale, evaluation of bids and any other documentation or action necessary to conduct a sale of the Bonds in that manner;

(7) Review the transcripts of all proceedings in connection with the foregoing and indicate any necessary corrective action;

(8) Prepare, obtain, deliver and file all closing papers necessary in connection with the Bonds and serve as the Issuer's closing agent in connection with the Bonds;

(9) Review all disclosure documents prepared and authorized by the Issuer, but only insofar as such documents describe the Bonds and summarize the underlying documents; and

(10) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely on the certified proceedings and other certifications of public officials, officers of the Issuer, the underwriter and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we rely on the Issuer to provide us with complete and timely information on all developments pertaining to any aspect of the financing, the Bonds and the security for the Bonds. Among other things, we will require the Issuer to execute a certificate of fact relating to the use of proceeds.

Our duties as Bond Counsel in this engagement are limited to those expressly set forth above. Among other things, our duties as Bond Counsel do not include:

(a) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(b) Preparing blue sky or investment surveys with respect to the Bonds.

(c) Drafting state constitutional or legislative amendments.

(d) Pursuing test cases or other litigation (such as contested validation proceedings), except as set forth above.

(e) Making an investigation or expressing any view as to the creditworthiness of Issuer, any credit enhancement provider, liquidity provider or the Bonds.

(f) Assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after the Bonds are delivered to the purchaser thereof in exchange for the purchase price, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

(g) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

(h) After Closing, providing continuing advice to the Issuer, the underwriter or any other party concerning any matter whatsoever.

(i) Providing any advice or opinions on bankruptcy matters.

II. In connection with the issuance of the Bonds, we expect to perform the following duties as Disclosure Counsel:

(1) Prepare all disclosure documents; however, we shall assume no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistics, projections or data;

(2) Perform due diligence with regard to the Bonds;

(3) Assist the Issuer in the compliance with federal and state securities laws;

(4) Subject to completion of proceedings to our satisfaction, render appropriate opinions to the Issuer pertaining to disclosure as well as a reliance letter to the underwriter, if requested;

(5) Prepare the Continuing Disclosure Certificate in order to assist the underwriter in complying with the continuing disclosure requirements of Rule 15c2-12 or its successor in function; and

(6) Subject to the completion of proceedings, render our disclosure counsel opinion (the "Disclosure Counsel Opinion").

The Disclosure Counsel Opinion will be based on facts and law existing as of its date. In rendering our Disclosure Counsel Opinion, we will rely on the certified proceedings and other certifications of public officials, officers of the Issuer, the underwriter and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we rely on the Issuer and the underwriter to provide us with complete and timely information on all developments pertaining to any aspect of the financing, the Bonds and the security for the Bonds.

Our duties as Disclosure Counsel in this engagement are limited to those expressly set forth above regarding Disclosure Counsel services. Among other things, our duties as Disclosure Counsel do not include:

- (a) Traditional bond counsel services;
- (b) Preparation of blue sky or investment surveys with respect to the Bonds;
- (c) Investigation or expression of any view as to the creditworthiness of the Issuer, any credit enhancement provider, or the Bonds; or, providing services related to derivative financial products (e.g. 'swaps' and related documents or opinions); or
- (d) Representation of the Issuer or the underwriter in Securities and Exchange Commission investigations.

ATTORNEY-CLIENT RELATIONSHIP

In this transaction, the Issuer will be our client and an attorney-client relationship will exist between the Issuer and us. As stated, our understanding is that Issuer's City Attorney will represent the Issuer on certain matters. We assume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent the respective interests of such parties in this transaction. In performing our services as special counsel to the Issuer, we will represent the interests of the Issuer exclusively. We will not be representing any other party and will not be acting as an intermediary among the parties.

FEES

Based upon: (i) the duties we will undertake pursuant to this engagement letter; (ii) the time we anticipate devoting to the financing in connection therewith; and (iii) the responsibilities we will assume, our fees will be:

- (A) A fee of \$1.30 per \$1,000 for Bond Counsel services (with a minimum of \$25,000);
- (B) An additional fee of \$15,000 for validation proceedings (uncontested). If the validation proceedings are contested and appealed to the Supreme Court, we would charge an hourly rate to be negotiated at the time; and
- (C) If requested to perform such services in addition to the Bond counsel services, a flat fee of \$40,000 for Disclosure Counsel services.

In addition, we will expect you to reimburse us for all client charges made or incurred in connection with the Bond issue, such as travel costs, photocopying, deliveries, document printing charges, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses. Our fee and our costs are usually paid at Closing, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. If this transaction is delayed beyond June 30, 2017, we reserve the right to present to you for payment an interim statement.

If, for any reason, the financing represented by the Bonds is not consummated or is completed without our services as special counsel to the Issuer, or our services are otherwise terminated, we will expect to be compensated for time expended on your behalf at our customarily hourly rate for this type of transaction plus client charges, as described above.

CONFLICTS

The rules regulating The Florida Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. The Firm has disclosed to the Issuer that it has, and may in the future, serve as bond or disclosure counsel to other local governments or otherwise act as original purchaser's counsel on public finance matters in Florida.

In addition, the Firm has an active and wide-ranging practice in public finance in Florida and elsewhere in the United States. In the course of that practice and other engagements the Firm undertakes, the Firm represents numerous public entities, financial institutions, credit banks, credit enhancers, underwriters and issuers of bonds, lenders, borrowers, counterparties and trustees. Therefore, in the course of the Firm's representation of the Issuer in public finance transactions, the Firm may now or in the future represent entities that, by virtue of their involvement in a particular transaction, industry, business, trade, or otherwise, have interests adverse to those of the Issuer in matters unrelated to the particular public finance transactions in which the Firm represents the Issuer. Material risks may arise when an attorney represents clients with adverse interests. For example, confidential information disclosed by a client during the course of an engagement might, if inadvertently disclosed to another client, be detrimental to the client. Usually this is not a relevant factor when dealing with public entities subject to the Florida public records laws. Such representations may create the perception that the lawyer might represent one client less zealously in order to advance the interests of another client.

The Firm believes that the Issuer is a sophisticated client that readily appreciates the implications of conflicts and waivers and has ready access to independent counsel. After careful consideration, the Firm reasonably believes that it can and will competently and zealously represent the Issuer in public finance transactions notwithstanding its current or future representation of clients with interests adverse to the Issuer in unrelated matters. The Firm will maintain confidentiality and not disclose or use any of the Issuer's nonpublic, confidential information acquired as a result of its representation of the Issuer to the Issuer's disadvantage in connection with any matter in which the Firm represents an entity adverse to the Issuer. The Firm encourages the Issuer to consult independent counsel regarding the issues addressed herein. In that regard, it is the Firm's belief that a disinterested lawyer would conclude that the advantages to the Issuer of engaging the Firm outweigh any existing or potential material risks arising from the Firm's representation of other entities, would conclude that it is proper to seek consent, and would counsel the Issuer to consent to this representation.

EXECUTION

This letter is being sent to you electronically (.pdf file). If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this Engagement Letter dated and signed by an authorized officer to jherring@bmlaw.com. We look forward to working with you.

BRYANT MILLER OLIVE P.A.

JoLinda Herring, Shareholder

Accepted and Approved:

CITY OF PLANTATION, FLORIDA

By:_____

Name:

Title:

Date: January_____, 2017

Memorandum to Mayor and Council Members
January 19, 2017

Exhibit B

RESOLUTION NO. _____

A RESOLUTION PERTAINING TO THE SUBJECT OF PUBLIC FINANCE; APPROVING THE COMPENSATION OF THE CITY ATTORNEY AND HIS FIRM, BRINKLEY MORGAN, FOR SERVICES TO BE RENDERED IN CONNECTION WITH THE CONTEMPLATED ISSUANCE AND CLOSING OF THE SALE OF THE CITY'S AD VALOREM BONDS, SERIES 2017; PROVIDING RECITALS; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the terms of compensation of the City Attorney, as well as the compensation of the City Attorney's law firm (Brinkley Morgan) which was and remains authorized to complete legal services for Plantation, is set forth in a professional fee rate matrix attached hereto as Exhibit "1" which establishes professional rates and fees based on the type of work involved and the level of practitioner skill; and,

WHEREAS, the professional fee rate matrix provides with respect to bond issue work, *"the professional fee will be determined by the firm considering several factors, including: i) the novelty and complexity of the legal and factual issues and questions presented; ii) the time and labor involved; iii) the time limitation imposed either by the circumstances or the client; iv) the experience, reputation and reliability of the lawyers performing the services; v) the fee customarily charged in the locality for similar services; vi) the results obtained; vii) whether or not the income received by the bond holders will be exempt from federal income tax; viii) how the bonds will be repaid; ix) the bond issue size; and, x) the risks inherent in the firm's opinions"*; and,

WHEREAS, the City is contemplating issuing tax exempt bonds to be paid from Ad Valorem Revenues, and has requested the City Attorney and his law firm to provide a proposal for issuer's counsel legal services in connection with the issuance and closing a sale of the contemplated City of Plantation Ad Valorem Bonds, Series 2017 A, which proposal is attached hereto as Exhibit "2;" and

WHEREAS, the City has considered the estimates of fees and costs as for the bond issue contemplated as presented by the City's Financial Advisor, and has otherwise evaluated the Exhibit "2" proposal and wishes to approve same;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA THAT:

SECTION 1: The foregoing recitals are hereby approved.

SECTION 2: The Exhibit "2" proposal for the bond issue work is hereby approved.

SECTION 3: This Resolution shall take effect immediately upon passage by the City Council and signature by the Mayor.

PASSED AND ADOPTED by the City Council this _____ day of _____, 2017.

SIGNED by the Mayor this _____ day of _____, 2017.

ATTEST:

CITY CLERK

MAYOR

	APPROVED	DATE
REQUESTED BY:	_____	_____
DEPT. OK:	_____	_____
ADMIN. OK:	_____	_____
ATTY. OK:	_____	_____

AS TO FORM ONLY

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Resolution was received by the Office of the City Clerk and entered into the Public Record this _____ day of _____, 2017.

Susan Slattery, City Clerk

[146]9001-12004

**PLANTATION PROFESSIONAL FEES
ADJUSTMENT for April 1, 2016**

TYPE OF WORK	ATTY	CURRENT RATES	Rates Effective 4/01/2016
General Matters ¹	City Attorney	\$200/hr	\$210/hr
	Partners	\$190/hr	\$204/hr
	Primary Assistant Attorneys ²	\$180/hr	\$195/hr
	Associates	\$170/hr	\$180/hr
	Paralegal	\$85/hr	\$90/hr
	Law Clerk	\$85/hr	\$90/hr
City Retainer ³	N/A	\$1,900/mo	\$2,000/mo
Cost Recovery	City Attorney	\$200/hr	\$210/hr
	Partners	\$195/hr	\$204/hr
	Primary Assistant Attorneys	\$185/hr	\$195/hr
	Associates	\$175/hr	\$180/hr
Special Matters ⁴	Specialized Partners	\$260/hr	\$275/hr
	Partners	\$210/hr	\$220/hr
	Associates	\$200/hr	\$210/hr
Admin. Fee		3%	3%

Exhibit "1"

¹ General Matters include all legal work (except retainer work, bond issues, and special matters) such as consultative work for City, the CRA, Midtown (MT), and Plantation Gateway (PG), retirement work, routine lien foreclosures, routine unsafe structures administrative proceedings, and routine special assessment foreclosures. For bond issue work, the professional fee will be determined by the Firm considering several factors, including: i) the novelty and complexity of the legal and factual issues and questions presented; ii) the time and labor involved; iii) the time limitation imposed either by the circumstances or the client; iv) the experience, reputation and reliability of the lawyers performing the services; v) the fee customarily charged in the locality for similar services; vi) the results obtained; vii) whether or not the income received by the bond holders will be exempt from federal income tax; viii) how the bonds will be repaid; ix) the bond issue size; and, x) the risks inherent in the Firm's opinions. For real estate closings, we will charge our General Matters consultative fee for our time and the minimum risk rate on all policies of title insurance issued by the Firm.

² Primary Assistant Attorneys are those associated with the Firm which have greater than five (5) years experience in their respective practice area.

³ The monthly retainer is effective so long as the Council continues its current practice of meeting approximately every other week, and Plantation Gateway (PG), Plantation Midtown (MT), and the Plantation Community Redevelopment Agency (CRA) do not hold separate meetings; however, we will continue to charge the General Matters rate for that portion of any City Council/CRA/PG/MT meeting that goes beyond 11:00 p.m. If PG, MT, or the CRA commences meeting on days other than Wednesdays when the City Council meets, the retainer sum will be increased by \$400.00 per PG, MT, or CRA meeting for the months affected only. If the Council meets more than two (2) times in a month, the monthly retainer sum will be increased to \$2,100 for the month affected only. Retainer work consists of a member of the Legal Department's reviewing the agenda packet and attending all meetings and workshops until 11:00 p.m., except for attorney/client sessions which are billed at the applicable litigation rate.

⁴ The special matter rates apply to those matters (generally consisting of work in advance of litigation when litigation is reasonably expected, and certain litigation matters) which may take up a disproportionate amount of City Attorney or other specialized partner time (i.e., those Firm Members that have at least fifteen (15) years of experience in the affected practice area or who are certified as a specialist in their field by the Florida Bar). This work typically consists of:

- (i) construction, procurement, communications, franchise, contract-based, real property-based, or retirement plan-based litigation where the amount in controversy (or the City's exposure) exceeds \$325,000, and the pre-litigation management of these claims;
- (ii) land use, zoning, development order, permitting, inverse condemnation, Burt J. Harris, sign, or nuisance abatement litigation, and the pre-litigation management of these claims;
- (iii) constitutional or civil rights litigation, and the pre-litigation management of these claims;
- (iv) class action and multi-plaintiff litigation where the amount in controversy (or the City's exposure) is greater than \$325,000, and the pre-litigation management of these claims;
- (v) ordinance, code, or law enforcement litigation (excluding the non-emergency and routine foreclosure of code enforcement liens, unsafe structures liens, and special assessment liens) where the amount in controversy (or the City's exposure) exceeds \$325,000; and,
- (vi) bond (debt) validation litigation where the proposed debt is equal to or greater than \$5,000,000.



Donald J. Lunny, Jr. | Partner
donald.lunny@brinkleymorgan.com

Board Certified City, County
& Local Government Lawyer

Exhibit "2"

January 4, 2017

The Honorable Diane V. Bendekovic
Mayor
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

Horace McHugh
Chief Administrative Officer
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

Re: Brinkley Morgan Professional Fee Proposal for City Attorney/Issuer Counsel
Services

Dear Mayor Bendekovic and Mr. McHugh:

As you may know, our agreement with Plantation provides in relevant part:

"For bond issue work, the professional fee will be determined by the Firm considering several factors, including: i) the novelty and complexity of the legal and factual issues and questions presented; ii) the time and labor involved; iii) the time limitation imposed either by the circumstances or the client; iv) the experience, reputation and reliability of the lawyers performing the services; v) the fee customarily charged in the locality for similar services; vi) the results obtained; vii) whether or not the income received by the bond holders will be exempt from federal income tax; viii) how the bonds will be repaid; ix) the bond issue size; and, x) the risks inherent in the Firm's opinions."

You have asked for the professional fees that we would propose to charge Plantation for City Attorney/Issuer Counsel services in connection with City's effort to conduct the sale of a competitively bid Ad Valorem Bond Issue consisting of one series in the principal amount of \$60M. As you are aware, on November 8, 2016, the citizens of Plantation approved by a significant majority vote authorizing an Ad Valorem Bond Issue for Parks and Recreation Improvements, Public Safety Improvements, and Public Works Improvements. The current estimated work schedule discloses that the closing is expected in late April so that the tax bill due (with discounts) on November 30, 2017 can contain debt service millage, which schedule is ambitious. In this regard, you advised that we are to assume that:

1. A Bond Validation proceeding has been successfully completed by the City's Bond Counsel prior to closing with no appeal having been taken;

200 East Las Olas Boulevard
19th Floor
Fort Lauderdale, Florida 33301
(954) 522-2200
(954) 522-9123 Facsimile

2255 Glades Road
Suite 340W
Boca Raton, FL 33431
(561) 241-3113
(561) 241-3226 Facsimile

www.brinkleymorgan.com
Please reply to Fort Lauderdale

2. That Bond Counsel renders a customary Opinion with customary qualifications and exclusions (i.e. concerning bond legislation being duly authorized, the exemption from the Securities Act of 1933, as amended, is applicable and the exemption from qualification requirements under the Trust Indenture Act of 1939, as amended, is applicable, federal and state tax matters, enforceability of bonds and bond documents, and applicable sections of the Official Statement as to descriptions of the financing);
3. That Disclosure Counsel has been retained and has rendered an Opinion with customary qualifications and exclusions (concerning the due diligence and review and approval of the City's disclosures in connection with the issue, Preliminary Official Statement, and Official Statement [and that our Firm will have no responsibility for the Official Statement's information relative to the business or financial condition of the City or adequacy of security for the bonds - - including the accuracy or completeness of information in the Official Statement about demographics, financial information, or statistical data or reports, or projections], the exemption from the Securities Act of 1933, as amended, being applicable, and that the exemption to the qualification requirements under the Trust Indenture Act of 1939, as amended, is applicable);
4. That the Financial Advisor shall conduct the work necessary to obtain an investment rating deemed sufficiently favorable to the City, shall be responsible to conduct the competitive sale with reserve pursuant to industry accepted standards and documents that the City Administration approves, shall conduct a review of bids and make recommendations to Administration, and that there will be no litigation in the form of a "protest" of the City's determination of to whom to award the bond issue;
5. That no litigation or administrative proceeding will have been instituted or threatened as of the closing date that would materially affect the transaction, and that the transaction is typical in nature; and,
6. That our Opinion would be issued with customary qualifications and exclusions (i.e. concerning the City being lawfully constituted, and having the full power and right to perform its obligations as indicated in the bond legislation and City bond documents; the bond legislation being duly and lawfully passed and adopted; the authorization, execution, delivery, and enforcement of all City bond documents; that compliance with the bond covenants, City bond documents, and bond legislation will not conflict with or cause a breach in any other resolution, ordinance, agreement, decree, or instrument known to us and binding on the City; the enforceability of any lien created on any of the accounts created by the bond legislation or City bond documents, and whether the City is threatened with or subject to litigation that would materially affect the transaction).

As you may know, the Financial Advisor previously indicated on November 15, 2016 that it believed an estimate of Issuer Counsel fees for a \$30,000,000 Series issue would be \$.74516 per

\$1,000 of debt, or \$20,000.¹ I have reviewed the spreadsheet I requested from Bond Counsel and received yesterday for information digested from the Florida Division of Bond Finance required Disclosure Forms for recent general obligation bond issues, which would disclose the amount of professional fees paid to consulting law firms that represented a governmental agency as Issuing Counsel or City [Town] Attorney. This information discloses the following transactions and fees, except for the last column, which I computed:

Name of Governmental Unit	Amount Issued	Sale Date	Firm Name	Fee Paid	Service Provided	Cost per \$1,000
City of Venice, Florida	\$6,458,000	1/8/2014	Persson & Cohen, P.A.	\$3,000	City's Counsel	0.4645
Town of Longboat Key, Florida	\$4,680,000	10/1/2014	Persson & Cohen, P.A.	\$10,000	Town Attorney	2.1367
Osceola County, Florida	\$8,445,000	4/13/2015	Nabors, Giblin & Nickerson, P.A.	\$5,000	Special Issuer's Counsel	0.592
City of Pembroke Pines	\$76,045,000	5/7/2015	Goren, Cherof, Doody & Ezrol P.A.	\$55,000	City Attorney	0.7233
Miami Shores Village	\$4,017,600	6/2/2015	Genovese Joblove & Battista, P.A.	\$6,000	Issuer's Counsel	1.494
City of Sarasota, Florida	\$2,700,000	6/14/2016	Fournier, Connolly, Warren & Shamsey, P.A.	\$2,500	City Attorney	0.926

I would note that there is considerable variation in fees charged, especially for small issues of under \$10,000,000. The transaction reported for Pembroke Pines, which will be almost two years old as of the City's anticipated closing, is likely most representative as being similar to Plantation's where the professional fees charged was \$.7235 per \$1,000 of bonds issued. This makes the estimate of the Financial Advisor of \$.74516 per \$1,000 appear to be a reasonable one.

Given that only a single series issue is being proposed for the authorized amount of approximately \$60M, and the assumptions above, and in consideration of the factors as noted in our agreement with Plantation, we propose that our professional fees be \$36,000 for transaction work in connection with this matter from and after the January 10, 2017 City Council "Kick Off Meeting". To compare with the "cost per \$1,000" information noted above, this would be approximately \$.60 per \$1,000 of authorized bonded debt. We would propose to charge our hourly rate for General Matters (mine is presently \$210/hr), with the understanding that:

- If the hourly effort results in a fee in excess of \$36,000, the professional fee for the transaction would be nevertheless capped at \$36,000;
- If the hourly effort results in a fee less than \$36,000, the professional fee for the transaction would nevertheless be \$36,000 should the closing occur and our customary and contemplated Opinion be issued;
- expenses would be separately charged (i.e. third party out-of-pockets and the 3% Administrative Charge) so as to not be subject to the cap;

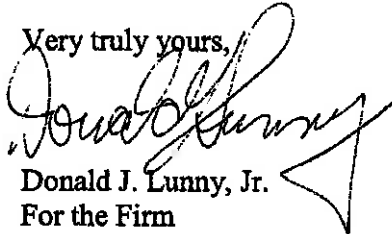
¹ Using this same factor, the estimated Issuer's Counsel professional services fee for a \$60M issue would be \$40,000.

Letter to Mayor Bendekovic and Mr. McHugh
January 4, 2017
Page 4

- d. the quote above is only for transaction work and would not include any administrative or judicial proceeding; and,
- e. if the assumptions above are not met, we reserve the right to modify this proposal subject, of course, to the approval of the Administration.

If you have any questions or comments, please do not hesitate to contact us. If you find this proposal to be reasonable and acceptable, it will be appropriate to have this proposal approved by Resolution at the January 25, 2017 City Council Meeting. To that end, I enclose a draft Resolution for such purpose, which was prepared without expense to the City.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Donald J. Lunny, Jr.", written over the typed name and title.

Donald J. Lunny, Jr.
For the Firm

DJL:tw
Enclosure
[156]9001-12004,v2

Memorandum to Mayor and Council Members
January 19, 2017

Exhibit C

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director



CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

Public Financial Management, INC.
PFM Financial Advisors, LLC
255 Alhambra Circle, Suite 404
Coral Gables, FL 33134

January 11, 2017

Re: Acceptance of Assignment of Contract for Financial Advisory Services

Dear Mr. Masvidal,

The City of Plantation accepts the notice of assignment of our contract for financial advisory services to your affiliate company PFM Financial Advisor LLC ("PFMFA"), for the contract that was extended for a second three (3) year term on October 1, 2016.

As stated in your notice of assignment letter, the delivery of services shall not be impacted by this change since current financial advisory personnel will continue to provide the services under PFMFA. All other respects of the contract is ratified; terms and conditions remain in full force, and effect.

Sincerely,


Mayor Diane Veltri, Bendovic

PUBLIC FINANCIAL MANAGEMENT, INC.

AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This agreement, made and entered into this ____ day of September, 2013, by and between the City of Plantation ("Client") and Public Financial Management, Inc., (hereinafter called the "Financial Advisor" or "PFM") sets forth the terms and conditions under which the Financial Advisor shall provide services.

WHEREAS, Client is desirous of obtaining the services of a financial advisor to develop and assist in implementing Client's strategies to meet its current and long-term operations and capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, Client and PFM agree as follows:

I. SCOPE OF SERVICES

PFM shall provide, upon request of the Client's Mayor or Chief Administrative Officer or Director of Financial Services for services related to financial planning and policy development and services related to debt issuance, examples of which, not intended to be exclusive, are set forth in Exhibit A to this Agreement.

II. WORK SCHEDULE

The services of the Financial Advisor are to commence as soon as practicable after the execution of this Agreement and a written request by the Client's Mayor or Chief Administrative Officer or Director of Financial Services for such service.

Services which are not related to a particular transaction shall be completed as set forth in this Agreement or as otherwise agreed between the Client and the Financial Advisor.

III. FINANCIAL ADVISORY COMPENSATION

For the services described, PFM's professional fees and expenses shall be paid as follows:

1. For services related to financial planning, policy development and financial analysis but not debt transactions, PFM shall receive hourly rates as listed below. Fees for support staff are included in the hourly rates for professionals. Services will be billed monthly. In lieu of hourly rates for the above services, PFM will charge the CLIENT an annual retainer of \$12,000 (payable quarterly).

Experience Level Hourly Rate
 Managing Director \$180
 Senior Managing Consultant \$180
 Analyst \$150

2. For all services related to the public offering or private sale of debt transactions, PFM proposes the following compensation schedule with a minimum fee of \$15,000 per completed bond or loan transaction. Negotiated, competitive, tax-exempt, new-money and refunding transactions are billed at the same rate. The fee for private bank placements and/or taxable transactions will be negotiated between the Client and PFM. Separate series of bonds (ex: A and B Series), will be treated separately to account for the incremental complexity of the transaction.

		PFM Fee Structure		
Bond Size (\$000)	Incremental Fee Per \$1,000	Based on \$60,000,000		
Up to 25,000	\$0.90	25,000,000.00	0.09%	22,500.00
Next 25,000	\$0.70	25,000,000.00	0.07%	17,500.00
Additional Amounts over 50,000	\$0.40	10,000,000.00	0.04%	4,000.00
				44,000.00

3. The financial advisory compensation proposed above does not apply to services related to preparation of RFPs for bond proceeds investments, investment management, or arbitrage rebate. Fees for these special services shall be negotiated as a function of the complexity of the proposed engagement and the specific scope of services outlined and may be paid by the provider if approved by the Client. PFM Asset Management LLC, registered investment advisor, is prepared to offer the City its full range of investment management and arbitrage rebate compliance services. This might include the procurement of structured investment products or other investment securities for a bond construction account or refunding escrow. If needed, these services would be performed by PFM Asset Management LLC pursuant to a separately negotiated letter agreement. PFM Asset Management LLC fully discloses all fees related to any transaction.

Swaps used as debt management tools would also be subject to a negotiated fee schedule depending on the size and complexity of the transaction and may be paid by the provider if approved by the Client.

All fees and compensation that require the approval of the Client as set forth above shall be evidenced by a written approval of the City Council, Mayor, Chief Administrative Officer, or Director of Financial Services.

Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics and printing which are incurred by PFM. Appropriate documentation will be provided.

IV. TERMS AND TERMINATION

This Agreement's effective date shall commence on June 1, 2013, regardless of when executed.

This agreement shall remain in effect until September 30, 2016, with one option for an additional three (3) year term at the discretion of the City.

This Agreement may be canceled in writing by either party upon thirty (30) days written notice to the other party. While either party has the right of cancellation for convenience, unless approved by the Mayor or Chief Administrative Officer or Director of Financial Services, any termination by PFM will not affect transactions in progress as of the notice date of termination.

V. NON-ASSIGNABILITY

PFM shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the Client.

VI. INFORMATION TO BE FURNISHED TO THE FINANCIAL ADVISOR

All information, data, reports, and records in the possession of the Client necessary for carrying out the work to be performed under this Agreement shall be furnished to the Financial Advisor and the Client shall cooperate with the Financial Advisor in all reasonable ways.

VII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to-wit:

CITY OF PLANTATION

400 NW 73rd Avenue

Plantation, FL 33317

Attention: Kristi Caravella, Ph.D., Finance Director

PUBLIC FINANCIAL MANAGEMENT, INC.
255 Alhambra Circle
Suite 404
Coral Gables, FL 33146
Attention: David M. Moore, Managing Director

VIII. TITLE TRANSFER

All materials prepared by PFM pursuant exclusively to this Agreement shall be the property of the Client. Upon termination of this Agreement, Financial Advisor shall deliver to the Client copies of any and all material pertaining to this Agreement.

IX. FINANCIAL ADVISOR'S REPRESENTATIVES

1. Assignment of Named Individuals

The professional employees of PFM set forth below shall provide the services set forth in this Agreement. PFM shall, from time to time, amend team members with consent of the Client.

David M. Moore, Managing Director
Sergio Masvidal, Director
Marissa Wortman, Senior Managing Consultant
Nicklas Rocca, Senior Analyst
Pedro Varona, Analyst

2. Changes in Staff Requested by the Client

The Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should the Client make such a request, PFM shall promptly suggest a substitute for approval by the Client.

X. INSURANCE

PFM shall maintain insurance coverage with policy limits not less than as stated in Exhibit B.

XI. INDEPENDENT CONTRACTOR

The Financial Advisor, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Agreement or any actions or services rendered under this Agreement.

XII ETHICS PROVISIONS

The Financial Advisor warrants that no elected official, officer, or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City elected official, officer, or employee of the City of Plantation, nor any spouse or child of such persons, is a officer, director, or employee of the Financial Advisor, and further, that no such City elected official, officer, or employee, or the spouse or child of any of them, alone or in combination, has a material interest in the Financial Advisor. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the Financial Advisor.

The Financial Advisor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Financial Advisor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Financial Advisor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the making of this Agreement.

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how public contractors and vendors are paid. To this end, the Financial Advisor agrees to cooperate with the OIG in the event the Financial Advisor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of Financial Advisor's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Agreement. The Financial Advisor acknowledges and agrees that whatever work or effort is expended by Financial Advisor in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the Financial Advisor to the City, and shall never be a basis for claiming extra or additional compensation under this Agreement. Unless the Financial Advisor is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, Financial Advisor shall advise City Mayor, Chief Administrative Officer, and Director of Financial Services, in writing, of each instance, if ever, that the Financial Advisor is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Financial Advisor is fully performing the requirements of this Paragraph.

XIII. GOVERNING LAW AND VENUE.

This Agreement shall be governed by and construed under the laws of the State of Florida without regard to conflict of law principles. Venue for any judicial relief or for actions or suits in connection with this Agreement shall be in the United States District Court for the Southern District of Florida, the Circuit Court of the 17th Judicial Circuit in and For Broward County, Florida, or the County Court for Broward County, Florida, as appropriate.

XIV. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties. Any modifications and amendments of this Agreement which are approved by the City shall be evidenced by a writing signed by the Mayor or Chief Administrative Officer.

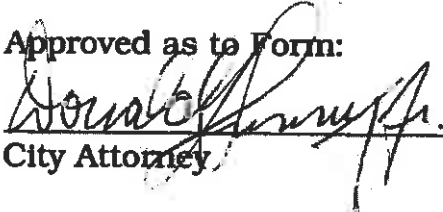
IN WITNESS THEREOF, the Client and Financial Advisory have executed this Agreement as of the day and year herein above written.

ATTEST: CITY OF PLANTATION

By: 
Title: Mayor/Chief Administrative Officer

DATE: 9-10-13

Approved as to Form:


City Attorney

ATTEST: PUBLIC FINANCIAL MANAGEMENT, INC.

BY: 
David M. Moore, Managing Director

DATE: 9/19/13

EXHIBIT A

1. Services related to the Financial Planning and Policy Development upon request of the Client:

- **Assist the Client in the formulation of Financial and Debt Policies and Administrative Procedures.**
- **Initial review of current debt structure ("Debt Review"), identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the Client with savings.**
- **Initial analysis of future debt capacity ("Debt Capacity Analysis") to determine the Client's ability to raise future debt capital.**
- **Assist the Client in the development of the Client's Capital Improvement program by identifying sources of capital funding for infrastructure needs.**
- **Initial assessment of capital needs ("Capital Needs Assessment"), identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the**
- **Attend meetings unrelated to debt transactions with Client's staff, consultants and other professionals and the Client.**
- **Undertake any and all other financial planning and policy development assignments made by the Client regarding bond and other financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.**
- **Assist the Client in preparing financial presentations for public hearings and/or referendums.**

- Provide special financial services as requested by the Client.

2. **Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds). Upon the request of the Client:**

- Update of Debt Review, Debt Capacity Analysis and Capital Needs Assessment as necessary for debt transactions.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of ad valorem and non-ad valorem taxation, growth rates by operating revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected operating and debt ratios and other financial performance measures as may be determined by the Client.
- Provide debt services schedules reflecting varying interest rates, issue sizes, and maturity structures as these are needed for feasibility consultants or for related Client fiscal planning; and
- Review underwriter's proposals and submit a written analysis of same to the Client.
- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.

- **Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.**
- **Assist the Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.**
- **Advise as to the various financing alternatives available to the Client.**
- **Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.**
- **Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.**
- **If appropriate, develop credit rating presentation and coordinate with the Client the overall presentation to rating agencies.**
- **Assist the Client in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.**
- **Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond resolutions regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond resolutions.**
- **Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the Client's obligation.**
- **Review the terms, conditions and structure of any proposed debt offering undertaken by the Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the**

constraints or current financial policy and fiscal capability.

- Coordinate with Client's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that Financial Advisor is not responsible for the inclusion or omission of any material in published offering documents.
- Provide regular updates of tax-exempt bond market conditions and advise the Client as to the most advantageous timing for issuing its debt.
- Advise the Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make in writing definitive recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.
- Analysis of bids in connection with bond proceeds GICs and any swap proposals.

Exhibit B:
Insurance Requirements

The Financial Advisor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the CLIENT, the types and amounts of insurance set forth below. The Financial Advisor shall not commence services until the required insurance is in force and evidence of insurance acceptable to the CLIENT has been provided to, and approved by, the CLIENT. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the Financial Advisor shall provide the CLIENT with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

Comprehensive General Liability: Not less than \$1,000,000.00 Combined Single Limit per each occurrence and \$2,000,000 aggregate, with bodily injury limits.

Automobile Liability: Not less than \$1,000,000.00 for injuries per person in any one accident or occurrence and \$1,000,000.00 in the aggregate for injuries per occurrence or accident, with \$100,000.00 for property damage in any one accident or occurrence, or \$300,000.00 Combined Single Limit, covering each motor vehicle.

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee."

The insurance provided by the Financial Advisor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the CLIENT shall be excess of, and shall not contribute with, the insurance provided by the Financial Advisor. Except as otherwise specified, no deductible or self-insured retention is permitted.

Compliance with these insurance requirements shall not limit the liability of the Financial Advisor. Any remedy provided to the CLIENT by the insurance provided by the CLIENT shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Financial Advisor) available to the CLIENT under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Financial Advisor shall relieve the Financial Advisor from responsibility to provide insurance as required by this Agreement.

The Financial Advisor's failures to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CLIENT may

immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CLIENT may use the services of another consultant or contractor without the CLIENT incurring any liability to the Financial Advisor.

[413] 9009-13001



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/19/2013

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

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

PRODUCER Frank Crystal & Co., Inc. dba Crystal & Company Financial Square, 32 Old Slip New York NY 10005		CONTACT NAME: PHONE (A/C No. Ext): 212-344-2444 FAX (A/C No.): 212-508-1282 E-MAIL: ADDRESS:	
INSURED Public Financial Management, Inc. Two Logan Square, Suite 1600 18th and Arch Streets Philadelphia PA 19103		INSURER(S) AFFORDING COVERAGE INSURER A: Great Northern Insurance Company INSURER B: Federal Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
PUBLFI		NAIC # 20303 20281	

COVERAGES

CERTIFICATE NUMBER: 392605440

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. SUBS. INSR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-TEST <input type="checkbox"/> LOC		35363950	11/30/2012	11/30/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73248555	11/30/2012	11/30/2013	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$		79774080	11/30/2012	11/30/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	71739979	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Evidence of coverage only

CERTIFICATE HOLDER

CANCELLATION

Public Financial Management, Inc.
Two Logan Square, Suite 1600
18th and Arch Streets
Philadelphia PA 19103

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

Crystal & Company



City of Plantation
City Council Chambers

Subject:

Master Bond Resolution

Summary:

Approval of Master Bond Resolution for the issuance of \$60 million in General Obligation Bonds.

Item Description:

Approval of the Master Resolution, authorizing the issuance of the \$60 million in General Obligation Bonds.

Prepared By:

Pamela Ponce de Leon

ATTACHMENTS:

Description

Staff Memorandum
Authorizing Resolution

Upload Date

1/20/2017
1/20/2017

Type

Cover Memo
Exhibit

MEMORANDUM

To: Mayor and Members of the City Council

From: Horace McHugh, Chief Administrative Officer

Date: January 25th, 2017

Re: Approval of “Master Bond Resolution” for \$60 million General Obligation Bond Issue

Copies: Anna Otiniano, Director of Financial Services
Donald J. Lunny, Jr., City Attorney
Sergio Masvidal/Public Financial Management, Inc., Financial Advisor
JoLinda Herring/Bryant Miller Olive, Bond Counsel
Jalecia Coley/Bryant Miller Olive, Bond Counsel

Attached, please find a draft Bond Resolution for the City's contemplated Ad Valorem Bonds. This Resolution has been prepared consistent with the City Council's direction to the Working Group for this transaction. Generally, the Bond Resolution authorizes the issuance of the bonds. A supplemental Resolution will be required in the future to approve the preliminary offering document, as well as to detail other provisions contemplated for the bonds. Once the Bond Resolution is adopted, the validation proceedings will begin in order to meet the transaction's contemplated time tables. The following is noteworthy:

1. The Bond Resolution will form part of the contract the City makes with the bondholders (the other parts being the supplemental Resolution and the bonds themselves). The Bond Resolution will require the City to levy ad valorem taxes sufficient in the amount to pay the debt service which becomes due.
2. The Bond Resolution authorizes the projects for the purposes of the financing, and commits the City to use the proceeds of the sale of the bonds for this purpose. The Bond Resolution's definitions of “Public Works Improvements”, “Public Safety Improvements”, and “Parks and Recreation Improvements” are consistent with the terms used in the referendum process (i.e. the Resolution authorizing the referendum, the ballot language, and the advertised notice for the referendum). At the end of Section 4, the Bond Resolution includes language that references the current list of projects. Summary descriptions of the projects for purposes of the financing are set forth in Exhibits A – C. The Bond Resolution contains some language that will allow the City to amend the list of projects, should doing so become necessary, provided opinions from Bond Counsel and the City Attorney are obtained. Any change to the lists must be consistent with the terms used in the election, and must comply with the transaction's covenants and state law.

3. In Section 6 of the Resolution, some provisions concerning the bonds are described, one of which is that they will mature not later than thirty (30) years from date of issuance. More detail concerning these provisions, and an update to same, will be addressed in March when the supplemental Resolution is presented to the City Council along with an update presentation/recommendations from the Financial Advisor.
4. Proceeds from the sale of the bonds will be placed into a “Project Fund” and will be used to pay for projects. If there is any money left over in this Fund after all projects are finished, the excess proceeds will need to be used to pay debt service, and will be transferred to the Debt Service Fund.
5. Ad Valorem tax revenue assessed each year for debt service will go into a “Debt Service Fund” and will be used to pay for debt service. Each year’s levy may take into consideration the balance (if any) of the Debt Service Fund. When all of the bonds are no longer outstanding, any excess money in the Debt Service Fund can be transferred to the City’s General Fund, and then may be used for any lawful purpose.
6. Since interest paid to bondholders is intended to be excluded from the bond holder’s gross income for federal income tax purposes, the Bond Resolution contains many provisions to keep the bond issue tax exempt. These are primarily set forth in Section 19 of the Bond Resolution, and will also be contained in other parts of the transaction’s documentation.
7. The Bond Counsel and City Attorney have requested that all of you be reminded that in order to close this transaction, each of you will need to execute certificates attesting to your specific compliance with the Sunshine Law. Generally summarizing, this law requires all meetings between elected officials to be open to the public, and prevents elected officials from discussing the merits of matters that will foreseeably be addressed by the City’s governing body, except at such open meetings. These affidavit are required since municipal action taken when the Sunshine Law is violated is void. If any of you have any questions or comments about this last point, please contact Ms. Herring or Mr. Lunny directly.

This matter is now ready for consideration as an Administrative Item.

Attachment

1 RESOLUTION NO. ____
2
3

4 A RESOLUTION OF THE CITY OF PLANTATION, FLORIDA PERTAINING TO
5 THE SUBJECT OF PUBLIC FINANCE; PROVIDING FOR THE ISSUANCE OF
6 NOT TO EXCEED AGGREGATE PRINCIPAL AMOUNT OF \$60,000,000 CITY
7 OF PLANTATION, FLORIDA AD VALOREM BONDS; DIRECTING THE
8 APPLICATION OF THE PROCEEDS OF SUCH BONDS; AUTHORIZING
9 OTHER REQUIRED ACTIONS; PROVIDING FOR SEVERABILITY AND AN
10 EFFECTIVE DATE.
11

12 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
13 PLANTATION, FLORIDA:
14

15 SECTION 1. AUTHORITY FOR THIS BOND RESOLUTION. This Bond Resolution is
16 adopted pursuant to the Constitution of the State of Florida, Chapter 166, Florida Statutes, other
17 applicable provisions of law, the Charter of the City of Plantation, Florida (the "Issuer"), as
18 amended, City Resolution No. 12281 approved by the City Council on May 11, 2016 (the
19 "Referendum Resolution") and a vote of the electors of the City of Plantation, Florida on
20 November 8, 2016.
21

22 SECTION 2. FINDINGS. It is hereby found and determined:
23

24 (A) The financing of the construction of various capital improvements, including but
25 not limited to, the cost of the Projects, constitutes a capital project authorized by law for which
26 bonds payable from ad valorem taxation could be issued pursuant to Article VII, Section 12 of
27 the Constitution of the State of Florida so long as such bonds were approved by vote of the
28 electors of the Issuer.
29

30 (B) Pursuant to the Referendum Resolution, an election was held on November 8,
31 2016 to determine if the electors of the Issuer approved of the issuance of not exceeding in the
32 aggregate \$60,000,000 of ad valorem bonds of the Issuer for the purpose of financing the
33 construction of the Projects, payable from the proceeds of Ad Valorem Taxes levied within the
34 City of Plantation (the "Bond Referendum"); more specifically, (i) not exceeding in the
35 aggregate \$14,200,000, bearing interest not exceeding the maximum legal rate, and maturing
36 within 30 years from issuance for Public Safety Improvements, (ii) not exceeding in the
37 aggregate \$17,100,000, bearing interest not exceeding the maximum legal rate, and maturing
38 within 30 years from issuance for Parks and Recreation Improvements, and (iii) not exceeding
39 in the aggregate \$28,700,000, bearing interest not exceeding the maximum legal rate, and
40 maturing within 30 years from issuance for Public Works Improvements. Said Referendum
41 Resolution fixed the date of said election to be November 8, 2016, fixed the form of the ballot to
42 be used in said election and provided for the publication of notice of said election all in
43 accordance with Chapter 100, Florida Statutes, and other applicable laws.

1
2 (C) Notice of said bond election was duly published on October __, 2016, and
3 October __, 2016, in the Sun Sentinel, a newspaper of general circulation in Broward County,
4 Florida.

5
6 (D) The election was duly held and conducted by the Broward County Supervisor of
7 Elections and the results thereof have been certified by such Supervisor. At the election, for
8 referendum questions 1 (City of Plantation Ad Valorem Bonds – Public Safety Improvements), 2
9 (City of Plantation Ad Valorem Bonds – Parks and Recreation Improvements) and 3 (City of
10 Plantation Ad Valorem Bonds – Public Works Improvements), 59.56%, 58.18% and 58.74%,
11 respectively, of the electors voted in favor of the issuance of the Bonds and 40.44%, 41.82% and
12 41.26%, respectively, of the electors voted against the issuance of the Bonds.

13
14 (E) Article VII, Section 12(a) of the Constitution of the State of Florida provides that
15 upon approval by a vote of the electors, municipalities may issue bonds payable from ad
16 valorem taxation to finance capital projects authorized by law.

17 (F) The Issuer deems it a paramount public purpose and deems it necessary,
18 beneficial and in its best interest to provide for the financing of the Projects.

19 (G) Ad Valorem Taxes levied by the Issuer in accordance with this Bond Resolution
20 should be sufficient to pay all principal of and interest and redemption premium, if any, on the
21 Bonds to be issued hereunder, as the same become due, and to make all required deposits or
22 payments required by this Bond Resolution.

23 (H) The Ad Valorem Taxes of the Issuer are not currently pledged.

24 SECTION 3. DEFINITIONS. Capitalized terms not otherwise defined herein shall have
25 the meaning set forth in the Referendum Resolution. In addition, as used in this Bond
26 Resolution, the following terms shall have the following meanings:

27
28 “AD VALOREM TAXES” shall mean the ad valorem taxes levied by the Issuer on real
29 property and improvements thereto subject to the Issuer’s ad valorem taxing power which are
30 located from time to time within the municipal boundary of Plantation, Florida.

31
32 “BOND COUNSEL” shall mean Bryant Miller Olive P.A., or any other attorney at law or
33 firm of attorneys of nationally recognized standing in matters pertaining to the exclusion from
34 gross income for federal income tax purposes of interest on obligations issued by states and
35 political subdivisions, and duly admitted to practice law before the highest court of any state of
36 the United States of America.

37
38 “BOND REFERENDUM” shall have the same meaning as set forth above in Section 2.
39

1 “BOND REGISTRAR AND PAYING AGENT” means any trust company or bank with
2 trust powers appointed from time to time by supplemental resolution of the City Commission
3 to serve under this Bond Resolution.

4
5 “BOND RESOLUTION” means this resolution authorizing the Bonds.

6
7 “BOND YEAR” means such year as determined by the Issuer.

8
9 “BONDS” means the not to exceed aggregate amount of \$60,000,000 City of Plantation,
10 Florida Ad Valorem Bonds, authorized by this Bond Resolution.

11
12 “CHIEF ADMINISTRATIVE OFFICER” means the Chief Administrative Officer of the
13 Issuer.

14
15 “CITY ATTORNEY” means the City Attorney of the Issuer (or his firm, Brinkley
16 Morgan), or any subsequent attorney or firm which may serve as the City Attorney of the City
17 of Plantation in the future.

18
19 “CITY CHARTER” or “CHARTER” means the municipal charter of the Issuer.

20
21 “CITY CLERK” means the City Clerk of the Issuer, or any assistant or deputy City Clerk.

22
23 “CODE” means the Internal Revenue Code of 1986, as amended.

24
25 “DEBT SERVICE FUND” means the “City of Plantation, Florida Ad Valorem Bonds
26 Debt Service Fund” created pursuant to Section 17(A) hereof.

27
28 “DEBT SERVICE REQUIREMENT,” for any Bond Year, means the sum of the amount
29 required to be deposited into the Debt Service Fund in such year.

30
31 “FEDERAL SECURITIES” means direct obligations of the United States of America and
32 senior debt obligations of government sponsored agencies.

33
34 “GOVERNING BODY OF THE ISSUER” means the Mayor and the City Council of
35 Plantation, Florida, exercising their respective Charter powers at and during duly convened and
36 held public meetings.

37
38 “HOLDER” or “HOLDER OF BONDS” or “BONDHOLDER” or “REGISTERED
39 OWNER” or any similar term means whenever used herein with respect to a Bond, the person
40 in whose name such Bond is registered and who shall be the registered owner of any
41 outstanding Bonds.

1 “INTEREST PAYMENT DATE” means such dates determined by subsequent resolution
2 prior to issuance of the Bonds.

3
4 “ISSUER” means the City of Plantation, Florida.

5
6 “MAYOR” means the Mayor of the City of Plantation, Florida, or in his or her absence or
7 disability the President of the City Council, or in the absence or disability of both the Mayor and
8 President of the City Council, the President Pro Tem of the City Council.

9
10 “PARKS AND RECREATION IMPROVEMENTS” means buildings, facilities,
11 equipment and infrastructure whose primary municipal purpose and use is to promote and
12 meet the needs of the public’s refreshment, relaxation, enjoyment and personal well-being,
13 including, but not limited to, the renovation, expansion and replacement of multi-purpose
14 buildings and facilities, athletic venues, and new recreation facilities, and in addition to the
15 foregoing the construction, improvement, renovation, expansion and replacement of parks and
16 multi-use trails.

17
18 “PERMITTED INVESTMENTS” shall mean any of the following if and to the extent the
19 same are legal for investment under the laws of the State of Florida and the written Investment
20 Policy of the Issuer (which Policy presently provides that investment of monies held in funds
21 created by debt obligations shall be invested as permitted by such obligations):

22 (1) Cash (insured at all times by the Federal Deposit Insurance Corporation);

23 (2) Obligations of, or obligations guaranteed as to principal and interest by, the
24 United States of America or any agency or instrumentality thereof, when such obligations are
25 backed by the full faith and credit of the United States of America, including:

- 26 • U.S. Treasury obligations (including State and Local Government Series)
27 • All direct or fully guaranteed obligations
28 • Farmers Home Administration obligations
29 • General Services Administration obligations
30 • Guaranteed Title XI financing
31 • Government National Mortgage Association (GNMA) obligations;

32
33 (3) Obligations of any of the following federal agencies which obligations represent
34 the full faith and credit of the United States of America, including:

- 35 • Export-Import Bank
36 • Rural Economic Community Development Administration
37 • U.S. Maritime Administration
38 • Small Business Administration
39 • U.S. Department of Housing & Urban Development (PHAs)
40 • Federal Housing Administration

- 1 • Federal Financing Bank;
- 2
- 3 (4) Direct obligations of any of the following federal agencies which obligations are
- 4 not fully guaranteed by the full faith and credit of the United States of America:
- 5 • Senior debt obligations issued by the Federal National Mortgage Association
- 6 (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC)
- 7 • Obligations of the Resolution Funding Corporation (REFCORP)
- 8 • Senior debt obligations of the Federal Home Loan Bank System
- 9 • Senior debt obligations of other government sponsored agencies;
- 10
- 11 (5) U.S. dollar denominated deposit accounts, federal funds and bankers'
- 12 acceptances with domestic commercial banks which have a rating on their short term
- 13 certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by S&P
- 14 and maturing not more than 360 calendar days after the date of purchase. (Ratings on holding
- 15 companies are not considered as the rating on the bank);
- 16 (6) Commercial paper which is rated at the time of purchase in the single highest
- 17 classification, "P-1" by Moody's and "A-1+" by S&P and which matures not more than 270
- 18 calendar days after the date of purchase;
- 19 (7) Investments in a money market fund rated "AAAm" or "AAAm-g" or better by
- 20 S&P;
- 21 (8) Pre-refunded Municipal Obligations defined as follows: any bonds or other
- 22 obligations of any state of the United States of America or of any agency, instrumentality or
- 23 local government unit of any such state which are not callable at the option of the obligor prior
- 24 to maturity or as to which irrevocable instructions have been given by the obligor to call on the
- 25 date specified in the notice; and
- 26 (A) which are rated, based on an irrevocable escrow account or fund (the "escrow"),
- 27 in the highest rating category of Moody's or S&P or any successors thereto; or
- 28 (B) (i) which are fully secured as to principal and interest and redemption premium,
- 29 if any, by an escrow consisting only of cash or obligations described in paragraph
- 30 A(2) above, which escrow may be applied only to the payment of such principal
- 31 of and interest and redemption premium, if any, on such bonds or other
- 32 obligations on the maturity date or dates thereof or the specified redemption
- 33 date or dates pursuant to such irrevocable instructions, as appropriate, and (ii)
- 34 which escrow is sufficient, as verified by a nationally recognized independent
- 35 certified public accountant, to pay principal of and interest and redemption
- 36 premium, if any, on the bonds or other obligations described in this paragraph
- 37 on the maturity date or dates specified in the irrevocable instructions referred to
- 38 above, as appropriate;

1 (9) Municipal Obligations rated "Aaa/AAA" or general obligations of states with a
2 rating of "A2/A" or higher by both Moody's and S&P;

3 (10) The Local Government Surplus Funds Trust Fund created and established
4 pursuant to Chapter 218, Part IV, Florida Statutes, as amended;

5 (11) Deposits in state certified public depositories as designated pursuant to Chapter
6 280, Florida Statutes;

7 (13) Forward delivery agreements with any financial institution that at the time of
8 investment has long-term obligations rated at least "BBB-" or "Baa3" by any nationally
9 recognized rating agency under which obligations described in (1), (2), (3), and/or (4) above are
10 delivered;

11 (14) Repurchase agreements with any financial institution that at the time of
12 investment has long-term obligations rated at least "A-" or "A3" by any nationally recognized
13 rating agency and having securities with a fair market value equal to at least (a) 100% of the
14 amount invested if obligations described in (1) are purchased, (b) 104% of the amount of the
15 repurchase agreement if obligations described in (2) are purchased, and (c) 105% of the amount
16 of the repurchase agreement if obligations described in (3) and/or (4) are purchased; and

17 (15) Any intergovernmental investment pool authorized pursuant to the Florida
18 Interlocal Corporation Act of 1969, as provided in Section 163.01, Florida Statutes.

19 "PROJECT FUND" means the "City of Plantation, Florida Ad Valorem Bonds Project
20 Fund" created pursuant to Section 17(B) hereof.
21

22 "PROJECTS" shall mean the Parks and Recreation Improvements, the Public Safety
23 Improvements and the Public Works Improvements.
24

25 "PUBLIC SAFETY IMPROVEMENTS" means buildings, facilities, equipment and
26 infrastructure whose primary municipal purpose and use is with respect to protecting against
27 and responding to immediate threats to life, safety and property damage or theft, including, but
28 not limited to the renovation, expansion and replacement of fire stations, fire trucks and
29 equipment, and police department training facility improvements.
30

31 "PUBLIC WORKS IMPROVEMENTS" means buildings, facilities, equipment and
32 infrastructure whose primary municipal purposes are (i) to serve the day-to-day convenient and
33 non-emergency needs of the public (e.g. roadway facilities construction, reconstruction and
34 maintenance, including drainage and lighting improvements to roadway facilities), (ii)
35 construction, reconstruction, rehabilitation, and replacement of storm water system facilities
36 and the replacement of outfall and headwall pipes, and the acquisition of goods and equipment
37 in connection therewith, and (iii) to serve the needs of the governmental functions and services

1 of the Issuer which encompasses construction, renovation, maintenance, expansion and
2 replacement of municipal buildings and infrastructure.

3
4 "REBATE FUND" means the "City of Plantation, Florida Ad Valorem Bonds Rebate
5 Fund" created herein.

6
7 "RESOLUTION" means collectively, the Referendum Resolution, this Bond Resolution
8 and any supplemental resolution.

9
10 Words of the masculine gender shall be deemed and construed to include correlative
11 words of the feminine and neuter genders. Unless the context shall otherwise indicate, the
12 words "Bond," "owner," "holder" and "person" shall include the plural as well as the singular
13 number, and the word "person" shall include corporations, associations and public bodies as
14 well as natural persons.

15
16 SECTION 4. AUTHORIZATION OF BONDS AND THE PROJECTS. Subject and
17 pursuant to the provisions hereof, there are hereby authorized to be issued and sold City of
18 Plantation, Florida Ad Valorem Bonds in the aggregate principal amount not to exceed
19 \$60,000,000 to finance the cost of the Projects; more specifically, (i) not exceeding in the
20 aggregate \$14,200,000 for Public Safety Improvements, (ii) \$17,100,000 for Parks and Recreation
21 Improvements, and (iii) \$28,700,000 for Public Works Improvements. The Bonds may be issued
22 in one or more series and shall bear the series designation of the year issued.

23
24 The Projects are hereby authorized. The current lists of Parks and Recreation
25 Improvements, Public Safety Improvements and Public Works Improvements are attached to
26 this Bond Resolution as Exhibits "A," "B" and "C," respectively, which lists may be amended
27 by a subsequent resolution of the Governing Body of the Issuer, provided a written opinion by
28 Bond Counsel and the City Attorney is obtained stating that such amended lists and projects are
29 consistent with the Referendum Resolution and this Bond Resolution.

30
31 SECTION 5. BOND RESOLUTION TO CONSTITUTE CONTRACT. In consideration of
32 the acceptance of the Bonds authorized to be issued hereunder by those who shall hold the
33 same from time to time, this Bond Resolution shall be deemed to be and shall constitute a
34 contract between the Issuer and such holders. The covenants and agreements herein set forth to
35 be performed by the Issuer shall be for the equal benefit, protection and security of the legal
36 holders of any and all of such Bonds, all of which shall be of equal rank and without preference,
37 priority or distinction of any of the Bonds over any other thereof, except as expressly provided
38 therein and herein.

39
40 SECTION 6. DESCRIPTION OF BONDS. The Bonds shall be issued in fully registered
41 form, shall be dated, shall be numbered consecutively from R-1 upward and shall be in the
42 denomination of \$5,000 each, or integral multiples thereof, shall bear interest at a rate or rates
43 not exceeding the maximum rate allowed by law, payable semiannually in each year on such

1 dates, shall be serial or term bonds, shall mature on such dates with a final maturity not later
2 than 30 years from issuance, and may be subject to redemption prior to maturity, all as may be
3 determined by subsequent resolution prior to issuance of the Bonds.
4

5 Each Bond shall bear interest from the Interest Payment Date next preceding the date on
6 which it is authenticated, unless authenticated on an Interest Payment Date, in which case it
7 shall bear interest from such Interest Payment Date, or, unless authenticated prior to the first
8 Interest Payment Date, in which case it shall bear interest from its date; provided, however, that
9 if at the time of authentication, interest is in default, such Bond shall bear interest from the date
10 to which interest shall have been paid. Interest shall continue to accrue on such Bond until it
11 matures, or if subject to redemption and such redemption is exercised, its redemption date.
12

13 The principal of, redemption premium, if any, and the interest on the Bonds shall be
14 payable in any coin or currency of the United States of America which on the respective dates of
15 payment thereof is legal tender for the payment of public and private debts. The principal,
16 redemption premium, if any, and interest of the Bonds shall be payable only to the Registered
17 Owner or its legal representative at the designated corporate trust office of the Bond Registrar
18 and Paying Agent, and payment of the interest on the Bonds shall be made by the Bond
19 Registrar and Paying Agent on each Interest Payment Date to the Registered Owner, by wire
20 transfer or check mailed to such Registered Owner at his address as it appears on such
21 registration books on the 15th day of the calendar month (whether or not a business day)
22 preceding the Interest Payment Date. Payment of the principal of all Bonds shall be made upon
23 the presentation and surrender of such Bonds as the same shall become due and payable.
24

25 SECTION 7. EXECUTION. Said Bonds shall be signed by, or bear the facsimile
26 signature of the Mayor, shall be attested by or bear the facsimile signature of the City Clerk.
27 The official seal of the Issuer or a facsimile thereof shall be affixed, impressed, imprinted,
28 lithographed or reproduced on each Bond.
29

30 SECTION 8. SIGNATURES; REGISTRATION. In the event that any officer whose
31 signature, or a facsimile of whose signature, shall appear on any Bond shall cease to be such
32 officer before the delivery of such Bonds, said signature or such facsimile shall nevertheless be
33 valid and sufficient for all purposes the same as if he or she had remained in office until such
34 delivery. Any Bond may bear the facsimile signature of, or may be signed by, such person who,
35 at the actual time of the execution of such Bonds, shall be the proper officer to sign such Bonds
36 although, at the date of authentication and delivery of said Bonds, such person may not have
37 been such an officer.
38

39 Only such of the Bonds as shall have been endorsed thereon, a certificate of
40 authentication substantially in the form hereinbelow set forth, duly executed by the Bond
41 Registrar and Paying Agent, as authenticating agent, shall be entitled to any benefit or security
42 under this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and
43 until such certificate of authentication shall have been duly and manually executed by the Bond

1 Registrar and Paying Agent, and such certificate of the Bond Registrar and Paying Agent upon
2 any such Bond shall be conclusive evidence that such Bond has been duly authenticated and
3 delivered under this Bond Resolution. The certificate of authentication on any Bond shall be
4 deemed to have been duly executed if signed by an authorized officer of the Bond Registrar and
5 Paying Agent, but it shall not be necessary that the same officer sign the certificate of
6 authentication of all of the Bonds that may be issued hereunder at any one time.
7

8 Any Bonds, upon surrender thereof at the designated corporate trust office of the Bond
9 Registrar and Paying Agent, together with an assignment duly executed by the Bondholder or
10 his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar
11 and Paying Agent, may, at the option of the Bondholder, be exchanged for an aggregate
12 principal amount of Bonds equal to the designated amount of the Bond or Bonds so
13 surrendered.
14

15 The Bond Registrar and Paying Agent shall make provision for the exchange of Bonds at
16 the designated corporate trust office of the Bond Registrar and Paying Agent.
17

18 SECTION 9. NEGOTIABILITY, REGISTRATION AND TRANSFER OF BONDS. The
19 Bond Registrar and Paying Agent shall keep books for the registration of transfers of Bonds as
20 provided in this Bond Resolution. The transfer of any Bonds may be registered only upon such
21 books and only upon surrender thereof to the Bond Registrar and Paying Agent together with
22 an assignment duly executed by the Bondholder or his attorney or legal representative in such
23 form as shall be satisfactory to the Bond Registrar and Paying Agent. Upon any such
24 registration of transfer, the Issuer shall execute, and the Bond Registrar and Paying Agent shall
25 authenticate and deliver in exchange for such Bond, a new Bond or Bonds registered in the
26 name of the transferee, and in an aggregate principal amount equal to the principal amount of
27 such Bond or Bonds so surrendered.
28

29 In all cases in which Bonds shall be exchanged, the Issuer shall execute, and the Bond
30 Registrar and Paying Agent shall authenticate and deliver, at the earliest practicable time,
31 Bonds in accordance with the provisions of this Bond Resolution. All Bonds surrendered in any
32 such exchange or registration of transfer shall forthwith be canceled by the Bond Registrar and
33 Paying Agent. The Issuer or the Bond Registrar and Paying Agent may make a charge for every
34 such exchange or registration of transfer of Bonds sufficient to reimburse it for any tax or other
35 governmental charge required to be paid with respect to such exchange or registration of
36 transfer, but no other charge shall be made to any Bondholder for the privilege of exchanging or
37 registering the transfer of Bonds under the provisions of this Bond Resolution. Neither the
38 Issuer nor the Bond Registrar and Paying Agent shall be required to make any such exchange or
39 registration of transfer of Bonds during fifteen (15) days immediately preceding any Interest
40 Payment Date or, in the case of any proposed redemption of the Bonds then, for the Bonds
41 called for redemption, during the fifteen (15) days preceding the date of the mailing of notice of
42 such redemption and continuing until such redemption date.
43

1 The person in whose name any Bond shall be registered shall be deemed and regarded
2 as the absolute owner thereof for all purposes, and payment of or on account of the principal or
3 redemption price of any such Bond, and the interest on any such Bonds, shall be made only to
4 or upon the order of the Registered Owner thereof or his legal representative. All such
5 payments shall be valid and effectual to satisfy and discharge the liability upon such Bond
6 including the premium, if any, and interest thereon to the extent of the sum or sums so paid.
7

8 SECTION 10. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any
9 Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion,
10 cause to be executed, and the Bond Registrar and Paying Agent shall authenticate and deliver, a
11 new Bond of like date and tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange
12 and substitution for such mutilated Bond upon surrender and cancellation of such mutilated
13 Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder
14 furnishing the Issuer and the Bond Registrar and Paying Agent proof of his ownership thereof
15 and satisfactory indemnity and complying with such other reasonable regulations and
16 conditions as the Issuer and the Bond Registrar and Paying Agent may prescribe and paying
17 such expenses as the Issuer and the Bond Registrar and Paying Agent may incur. All Bonds so
18 surrendered shall be canceled by the Issuer. If any of the Bonds shall have matured or be about
19 to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being
20 indemnified as aforesaid, and if such Bond is lost, stolen or destroyed, without surrender
21 thereof.
22

23 SECTION 11. FORM OF BONDS. The Bonds shall be in substantially the following
24 form, with such omissions, insertions and variations as may be necessary and desirable and
25 authorized or permitted in this Bond Resolution or in any supplemental resolution of the
26 Governing Body of the Issuer adopted prior to the issuance thereof:
27
28

29 [Remainder of page intentionally left blank]
30

[Form of Fully Registered Bond]

NO. R-__ \$_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
BROWARD COUNTY
CITY OF PLANTATION
AD VALOREM BONDS,
SERIES 20__

MATURITY DATE: INTEREST RATE: DATED DATE: CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL MEN BY THESE PRESENTS, that the City of Plantation, Florida (hereinafter referred to as the "Issuer"), for value received, hereby promises to pay to the order of the Registered Owner identified above, or registered assigns as herein provided (the "Owner"), upon the presentation and surrender hereof at the designated corporate trust office of the Paying Agent (as hereinafter defined), on the Maturity Date identified above, or at prior redemption, if applicable, the Principal Amount identified above and in like manner to pay interest at the Interest Rate identified above, on said principal sum from and including the date hereof until payment of said principal sum has been made or duly provided for, at the rate and on the dates set forth herein. Principal of this Bond is payable at the principal office of _____ with an office in _____, Florida, as Bond Registrar and Paying Agent (the term "Paying Agent" where used herein refers to said Bond Registrar and Paying Agent or its successors) and interest is payable by wire transfer or check payable to the person in whose name this Bond is registered on the 15th day of the calendar month (whether or not a business day) preceding interest payment date. The interest to the Maturity Date is payable on _____ 1 and _____ 1 in each year, commencing _____ 1, 20__.

This Bond is one of an authorized issue of Bonds, in the aggregate principal amount of \$_____ of like date, tenor and effect, except as to number, interest rate and maturity, issued to finance the construction of various capital projects, as described in the Bond Resolution (the "Projects"), under the authority of and in full compliance with the Constitution and laws of the State of Florida.

1 The Bonds are issued pursuant to the Constitution of the State of Florida, Chapter 166,
2 Florida Statutes, other applicable provisions of law, the Charter of the Issuer, as amended,
3 Resolution No. 12281 adopted by the Governing Body of the Issuer on May 11, 2016 a vote of
4 the electors of the Issuer on November 8, 2016 and Resolution No. _____ adopted by the
5 Governing Body of the Issuer on _____, 2017, as supplemented by Resolution No. ____
6 adopted on _____, 2017 (collectively, the "Resolution"), and are subject to all the terms and
7 conditions of said Resolution.

8 The Bonds are payable from ad valorem taxes levied on all the real property and
9 improvements thereto subject to the Issuer's ad valorem taxing power which are located from
10 time to time within the municipal boundary of Plantation, Florida, as provided in the Bond
11 Resolution and hereon. The Resolution requires that in each year while any of the Bonds are
12 outstanding, there shall be levied and collected an ad valorem tax, without limitation as to rate
13 or amount, on all such taxable property within the Issuer, in an amount which will be sufficient
14 to pay the principal of and interest on the Bonds as they become due.

15 For the prompt payment of the principal of and interest on this Bond as the same shall
16 become due, the ad valorem taxing power of the City of Plantation, Florida is hereby
17 irrevocably pledged. No recourse may be had against the general fund of the Issuer or against
18 any funds or assets of the Issuer, excepting only (i) the pledge of Ad Valorem taxes, and (ii) the
19 pledge of liens expressly provided for on the Debt Service Fund and Projects Fund, and in the
20 manner and as set forth in the Bond Resolution. Neither the full faith and credit nor any other
21 taxing power of the Issuer is pledged for the payment of the Bonds, or interest thereon, or for
22 any obligation of the Issuer in connection therewith.

23 Neither the Mayor, any Member of the City Council, the Chief Administrative Officer,
24 Director of Financial Services, City Clerk, nor any other official, agent or employee of the Issuer,
25 nor any official executing the Bonds, shall be liable personally on this Bond or be subject to any
26 personal liability or accountability by reason of the issuance of this Bond.

27 It is hereby certified and recited that all acts, conditions and things required to happen,
28 exist and be performed precedent to and in the issuance of this Bond, have happened, exist and
29 have been performed in due time, form and manner as required by the Constitution and the
30 laws of the State of Florida applicable thereto; that the total indebtedness of said Issuer,
31 including the issue of Bonds of which this Bond is one, does not exceed any constitutional or
32 statutory limitation; and that provision has been made for the levy and collection of a direct
33 annual tax without limitation as to rate or amount upon all taxable property within the Issuer,
34 sufficient to pay, together with other moneys available, if any, the principal of and interest on
35 the Bonds as the same shall become due, which tax shall be levied, assessed and collected at the
36 same time, and in the same manner as other ad valorem taxes are levied, assessed and collected.
37

38 This Bond is and has all the qualities and incidents of a negotiable instrument under the
39 Uniform Commercial Code - Investment Securities Law of the State of Florida.
40

1 [Insert redemption provisions]
2

3 Any such redemption, either in whole or in part, shall be made in the manner and upon
4 the terms and conditions provided in the Resolution, and interest shall cease to accrue for so
5 much of the Bond as has been redeemed upon the effective date of redemption. Notice of such
6 redemption shall be given in the manner provided in the Resolution.
7

8 The transfer of this Bond is registrable by the Registered Owner hereof or his duly
9 authorized attorney or legal representative at the office of the Bond Registrar and Paying Agent,
10 but only in the manner and subject to the conditions provided in the Resolution and upon
11 surrender and cancellation of this Bond.
12

13 The Bond Registrar shall not be required to exchange or register any transfer of this
14 Bond after this Bond has been selected for redemption.
15

16 IN WITNESS WHEREOF, the City of Plantation, Florida has issued this Bond and has
17 caused the same to be signed by the Mayor of the Issuer, attested by the City Clerk of the Issuer,
18 either manually or with his or her facsimile signatures, and the corporate seal of the Issuer or a
19 facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as
20 of the Dated Date identified above imprinted hereon.
21

22 (SEAL)
23
24
25

26 ATTEST:

CITY OF PLANTATION,
FLORIDA

27
28
29
30 By: _____
31 City Clerk

By: _____
Mayor

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the series described therein and issued under the provisions of the within mentioned Resolution.

_____, as
Authenticating Agent

Date of Authentication: _____

By: _____

Its: _____

ASSIGNMENT AND TRANSFER

For value received, the undersigned hereby sells, assigns and transfers unto _____ (please insert Social Security or other identifying number of assignee) _____ the attached Bond of the City of Plantation, Florida, and does hereby constitute and appoint _____, attorney, to transfer the said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

By: _____

Signature Guarantee by a
member firm of the New York
Stock Exchange or a commercial
bank or a trust company.

NOTICE: No transfer will be registered and no new Bond will be issued in the name of the assignee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

[End of form of Bond]

1 SECTION 12. SALE OF BONDS. The Bonds shall be issued and sold after such
2 procedure, in such manner and at public or private sale and at such price or prices consistent
3 with the applicable statutes, all at one time or in installments from time to time, as shall be
4 determined by supplemental resolution of the Governing Body of the Issuer.

5
6 SECTION 13. APPLICATION OF BOND PROCEEDS. The proceeds, including
7 premium, if any, received from the sale of any or all of the Bonds, shall be applied by the Issuer
8 simultaneously with the delivery of the Bonds to the purchaser thereof, as follows:

9
10 (A) To the extent not reimbursed therefor by the original purchaser of the Bonds, the
11 Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of
12 the Bonds; and

13
14 (B) Any remaining moneys from the Bonds shall be deposited into the Project Fund
15 to be used to pay the cost of the Projects.

16
17 SECTION 14. BONDHOLDERS NOT RESPONSIBLE FOR APPLICATION OF BOND
18 PROCEEDS. The Bondholders of the Bonds issued hereunder shall have no responsibility for the
19 use of the proceeds of said Bonds, and the use of such Bond proceeds by the Issuer shall in no way
20 affect the rights of such Bondholders. The Issuer shall be irrevocably obligated to continue to levy
21 and collect the Ad Valorem Taxes as provided herein to pay the principal of and interest on said
22 Bonds annually as they become due and to make all other payments provided for herein from said
23 Ad Valorem Taxes levied in the City of Plantation, notwithstanding any failure of the Issuer to use
24 and apply such Bond proceeds in the manner provided herein.

25 SECTION 15. SECURITY FOR THE BONDS. The principal of and interest on the Bonds
26 shall be secured by a pledge of the ad valorem taxing power of the Issuer on all of the real
27 property and improvements thereto subject to the Issuer's ad valorem taxing power which are
28 located from time to time within the municipal boundary of Plantation, Florida, without
29 limitation. The Bonds are "ad valorem bonds" as defined under Section 166.101, Florida
30 Statutes. No recourse may be had against the general fund of the Issuer or against any funds or
31 assets of the Issuer, excepting only (i) the pledge of Ad Valorem taxes, and (ii) the pledge of
32 liens expressly provided for on the Debt Service Fund and Projects Fund, and in the manner
33 and as set forth in the Bond Resolution. Neither the full faith and credit nor any other taxing
34 power of the Issuer is pledged for the payment of the Bonds, or interest thereon, or for any
35 obligation of the Issuer in connection therewith.

36 SECTION 16. LEVY OF AD VALOREM TAXES. For so long as the Bonds are
37 outstanding, the Governing Body of the Issuer shall, each year, levy an Ad Valorem Tax,
38 without limitation, as to rate or amount, so as to result in ad valorem tax revenue sufficient to
39 pay the Debt Service Requirement for the ensuing Bond Year. In making such levy, the Issuer
40 may take into account the balance of the Debt Service Fund. Such tax shall be levied and
41 collected at the same time and in the same manner as ad valorem taxes for the operating
42 expenses of the Issuer and shall be in addition to all other taxes authorized to be levied by the

1 Issuer. The Issuer covenants that it will not levy ad valorem taxes for operating expenses of the
2 Issuer without at the same time levying ad valorem taxes to meet the Issuer's obligations under
3 this Bond Resolution, as may be supplemented by subsequent resolutions. The Issuer further
4 covenants that it will not knowingly accept or cause the acceptance of payment of taxes levied
5 for operating expenses of the Issuer unless there shall be paid at the same time the taxes
6 required by this Bond Resolution.
7

8 All taxes levied pursuant to this Bond Resolution, as collected, shall immediately be
9 deposited into the Debt Service Fund (hereinafter created) and held in trust for the payment of
10 the principal of and interest on the Bonds as they severally become due and shall be expended
11 for no other purpose. Until disbursed, the funds shall be secured as may from time to time be
12 provided by law and as may be provided by supplemental resolution of the Governing Body of
13 the Issuer.
14

15 SECTION 17. COVENANTS OF ISSUER. For so long as any of the principal of and
16 interest on any of the Bonds shall be outstanding and unpaid or until there shall have been set
17 apart in the Debt Service Fund, a sum sufficient to pay when due the entire principal of the
18 Bonds remaining unpaid, together with interest accrued or to accrue thereon in accordance with
19 the terms of the Bonds, the Issuer covenants with the Bondholders of each and all of the Bonds
20 as follows:
21

22 (A) Debt Service Fund. The Issuer covenants and agrees to establish a special fund to
23 be designated "City of Plantation, Florida Ad Valorem Bonds Debt Service Fund."
24

25 From the Debt Service Fund shall be paid each installment of interest on and principal of
26 the Bonds as they become due. No further payments shall be required to be made into the Debt
27 Service Fund when the aggregate amount of moneys in the Debt Service Fund is at least equal
28 to the aggregate principal amount of the Bonds then outstanding, plus the amount of interest
29 then due or thereafter to become due on such Bonds then outstanding. All moneys deposited in
30 said Debt Service Fund shall be and constitute a trust fund created for the purpose stated, and
31 there is hereby created a lien upon such fund in favor of the Bondholders until the moneys
32 thereof shall have been applied in accordance with this Bond Resolution. At such time as the
33 Bonds are no longer outstanding, any moneys remaining in the Debt Service Fund may be
34 transferred to the general fund of the Issuer, and shall be used for any lawful purpose. Moneys
35 on deposit in the Debt Service Fund may be invested in Permitted Investments.
36

37 (B) Project Fund. The Issuer covenants and agrees to establish a special fund to be
38 designated "City of Plantation, Florida Ad Valorem Bonds Project Fund." Funds on deposit in
39 the Project Fund shall be used to pay the costs of the Projects.
40

41 The Issuer's share of any liquidated damages or other moneys paid by defaulting
42 contractors or their sureties, and all proceeds of insurance compensating for damages to the

1 Projects during the period of construction, shall be deposited in the Project Fund to assure
2 completion of the Projects.

3
4 When all costs of the Projects have been paid in full, the Issuer is permitted to use
5 remaining funds on deposit in the Project Fund to pay debt service on the Bonds, and may be
6 transferred to the Debt Service Fund.

7
8 All moneys deposited in said Project Fund shall be and constitute a trust fund created
9 for the purpose stated, and there is hereby created a lien upon such fund in favor of
10 the Bondholders until the moneys thereof shall have been applied in accordance with this Bond
11 Resolution, as may be supplemented by subsequent resolutions.

12
13 Moneys on deposit in the Project Fund may be invested in Permitted Investments.

14
15 (C) Special Funds. Each of the funds and accounts herein established and created
16 shall constitute trust funds for the purposes provided herein for such funds and accounts
17 respectively. All such funds shall be continuously secured in the manner by which the deposit
18 of municipal funds are authorized to be secured by the laws of the State of Florida. Earnings on
19 investments in funds and accounts created under this Bond Resolution shall be retained in the
20 funds and accounts from which such earnings derive.

21
22 The cash required to be accounted for in each of the funds and accounts described in this
23 Section 16 may be deposited in a single bank account, provided that adequate accounting
24 records are maintained to reflect and control the restricted allocation of the cash on deposit
25 therein for the various purposes of such funds and accounts as herein provided. The
26 designation and establishment of the various funds in and by this Resolution shall not be
27 construed to require the establishment of any completely independent, self-balancing funds as
28 such term is commonly defined and used in governmental accounting, but rather is intended
29 solely to constitute an earmarking of certain revenues and assets of the System for certain
30 purposes and to establish certain priorities for application of such revenues and assets as herein
31 provided.

32
33 (D) Books and Records. Books and records of the Issuer shall be kept in which
34 complete and correct entries shall be made, in accordance with generally accepted accounting
35 principles promulgated by the Governmental Accounting Standards Board (or its successor)
36 and as applied to Florida local governmental entities.

37
38 At least once a year, on or before May 30 of the year following the close of each fiscal
39 year, the books, records and accounts of the Issuer shall be properly audited by an independent
40 firm of certified public accountants. The results of such audit shall be mailed, upon request,
41 and made available, at all reasonable times, to any Holder or Holders of Bonds or anyone acting
42 for and on behalf of the Holders of such Bonds; provided, however, that any such costs of
43 copying and mailing shall be borne by such Holder or Holders as the case may be.

1
2 SECTION 18. ARBITRAGE. The Issuer covenants that no use will be made of the
3 proceeds of the Bonds which will cause the same to be “arbitrage bonds” within the meaning of
4 the Code. The Issuer, at all times while the Bonds and the interest thereon are outstanding, will
5 comply with the requirements of Section 103(c) of the Code and applicable rules and
6 regulations of the Internal Revenue Service.
7

8 SECTION 19. TAX COVENANT. With respect to any Bonds for which the Issuer
9 intends on the date of issuance thereof for the interest thereon to be excluded from gross income
10 of the Holders for purposes of federal income taxation:
11

12 (A) The Issuer shall not use or permit the use of any proceeds of the Bonds or any
13 other funds of the Issuer, directly or indirectly, to acquire any securities or obligations, and shall
14 not use or permit the use of any amounts received by the Issuer with respect to the Bonds in any
15 manner, and shall not take or permit to be taken any other action or actions, which would cause
16 any such Bonds to be a “private activity bond” within the meaning of Section 141 or an
17 “arbitrage bond” within the meaning of Section 148, or “federally guaranteed” within the
18 meaning of Section 149(b), of the Code, or otherwise cause interest on such Bonds to become
19 subject to federal income taxation.
20

21 (B) The Issuer shall, at all times, do and perform all acts and things permitted by law
22 and this Bond Resolution which are necessary or desirable in order to ensure that interest paid
23 on such Bonds will be excluded from gross income of the Holders for purposes of federal
24 income taxes and shall take no action that would result in such interest not being so excluded.
25

26 (C) The Issuer shall pay or cause to be paid to the United States Government any
27 amounts required by Section 148(f) of the Code and the regulations thereunder (the
28 “Regulations”). In order to ensure compliance with the rebate provisions of Section 148(f) of the
29 Code with respect to any Bonds for which the Issuer intends on the date of issuance thereof to
30 be excluded from gross income, the Issuer hereby creates the “Ad Valorem Bonds Rebate Fund”
31 (the “Rebate Fund”) to be held by the Issuer. The Rebate Fund need not be maintained so long
32 as the Issuer timely satisfies its obligation to pay any rebatable earnings to the United States
33 Treasury; however, the Issuer may, as an administrative convenience, maintain and deposit
34 funds in the Rebate Fund from time to time. Moneys in the Rebate Fund (including earnings
35 and deposits therein) shall be held for future payment to the United States Government as
36 required by the Regulations and as set forth in the instructions of Bond Counsel delivered to the
37 Issuer upon issuance of such Bonds. Moneys on deposit in the Rebate Fund may be invested in
38 Permitted Investments.
39

40 SECTION 20. BOND REGISTRAR AND PAYING AGENT. The paying agent and
41 registrar shall be appointed by subsequent resolution.
42

43 SECTION 21. DEFEASANCE. If, at any time, the Issuer shall have paid, or shall have

1 made provision for payment of, the principal, interest, and redemption premiums, if any, with
2 respect to any Bonds, then, and in that event, the pledge of and lien on the funds pledged in
3 favor of the Holders of such Bonds shall be no longer in effect. For purposes of the preceding
4 sentence, deposit of sufficient cash and/or Federal Securities in irrevocable trust with a banking
5 institution or trust company, for the sole benefit of the Bondholders in respect to which such
6 Federal Securities, the principal and interest received will be sufficient to make timely payment
7 of the principal, interest and redemption premiums, if any, on the outstanding Bonds, shall be
8 considered "provision for payment." Nothing herein shall be deemed to require the Issuer to
9 call any of the outstanding Bonds for redemption prior to maturity pursuant to any applicable
10 optional redemption provisions, if applicable, or to impair the discretion of the Issuer in
11 determining whether to exercise any such option for early redemption, if applicable.
12

13 SECTION 22. DEFAULTS; EVENTS OF DEFAULT AND REMEDIES. Except as
14 provided below, if any of the following events occur, it is hereby defined as and declared to be
15 and to constitute an "Event of Default:"
16

17 (A) Default in the due and punctual payment of any interest on the Bonds;
18

19 (B) Default in the due and punctual payment of the principal of and premium, if
20 any, on any Bond, at the stated maturity thereof, or upon proceedings for redemption thereof, if
21 applicable;

22 (C) Default in the performance or observance of any other of the covenants,
23 agreements or conditions on the part of the Issuer contained in this Bond Resolution or in the
24 Bonds and the continuance thereof for a period of thirty (30) days after written notice to the
25 Issuer given by the Holders of not less than twenty-five percent (25%) of aggregate principal
26 amount of Bonds then outstanding; provided, however, that (i) with respect to any obligation,
27 covenant, agreement or condition which requires performance by a date certain, if the Issuer
28 performs such obligation, covenant, agreement or condition within thirty (30) days of written
29 notice as provided above, the default shall be deemed to be cured or (ii) with respect to any
30 obligation, covenant, agreement or condition which does not require performance by a date
31 certain, if prior to the expiration of such thirty (30) day period the Issuer institutes actions
32 reasonable designed to cure such default, no default shall be deemed to have occurred upon the
33 expiration of such thirty (30) day period for so long as the Issuer pursues such curative action
34 with reasonable diligence;

35 (D) Failure by the Issuer promptly to remove any execution, garnishment or
36 attachment of the Project Fund, Debt Service Fund, the Rebate Fund, or of its ad valorem tax
37 revenue assessed and levied for the purposes of complying with this Bond Resolution, of such
38 consequence as will materially impair its ability to carry out its obligations hereunder; or
39

40 (E) The Issuer:
41

42 (i) Files a petition in any insolvency proceedings asserting that the City is

1 insolvent; or

2
3 (ii) Is unable, or admits in writing, its inability to pay its debts as they
4 mature; or

5
6 (iii) Makes a general assignment for the benefit of creditors or to an agent
7 authorized to liquidate any substantial amount of its property; or

8
9 (iv) Files a petition in bankruptcy or other pleading seeking reorganization,
10 composition, readjustment, liquidation of assets, or similar relief; or

11
12 (v) Files a petition in any court for the appointment of a receiver for the
13 Issuer, or for the Project Fund, Debt Service Fund, Rebate Fund, or for its ad valorem tax
14 revenue.

15
16 (F) A creditor's petition is filed against the Issuer in any insolvency proceeding,
17 proceeding seeking composition, readjustment, or liquidation of the Issuer's Project Fund, Debt
18 Service Fund, or Rebate Fund, or similar relief, or for reorganization of the Issuer, and the Issuer
19 (i) files an answer thereto admitting the material allegations thereof, or (ii) fails to have such
20 Petition dismissed within one hundred eighty (180) consecutive days after same is filed against
21 the Issuer, or (iii) a receiver or liquidator is appointed for the composition, readjustment,
22 reorganization, or liquidation of the Issuer's Project Fund, Debt Service Fund, or Rebate Fund,
23 with or without the consent of the Issuer, and such receiver is not discharged within one
24 hundred eighty (180) days of appointment; or,

25
26 (G) The Issuer becomes the subject of an "order for relief" within the meaning of the
27 United States Bankruptcy Code.

28
29 The term "default" shall mean default by the Issuer in the performance or observance of
30 any of the covenants, agreements or conditions on its part contained in this Bond Resolution,
31 any supplemental resolution or in the Bonds, exclusive of any period of grace required to
32 constitute a default or an "Event of Default" as hereinabove provided.

33
34 Any Holder of Bonds issued under the provisions hereof or any trustee acting for the
35 Holders of such Bonds may, either at law or in equity, by suit, action, mandamus or other
36 proceedings in any court of competent jurisdiction, protect and enforce any and all rights,
37 including the right to the appointment of a receiver, existing under state or federal law, or
38 granted and contained herein, and may enforce and compel the performance of all duties
39 required herein or by any applicable law to be performed by the Issuer or by any officer thereof.

1 The foregoing notwithstanding:
2

3 (i) No remedy conferred upon or reserved to the Bondholders is intended to be
4 exclusive of any other remedy, but each remedy shall be cumulative and shall be in addition to
5 any other remedy given to the Bondholders hereunder.
6

7 (ii) No delay or omission to exercise any right or power accruing upon any default
8 or Event of Default shall impair any such right or power or shall be construed to be a waiver of
9 any such default or acquiescence therein, and every such right and power may be exercised as
10 often as may be deemed expedient.
11

12 (iii) No waiver of any default or Event of Default hereunder by the Bondholders shall
13 extend to or shall affect any subsequent default or Event of Default or shall impair any rights or
14 remedies consequent thereon.
15

16 (iv) Acceleration of the payment of principal of and interest on the Bonds shall not be
17 a remedy hereunder in the case of an Event of Default.
18

19 Upon the occurrence of an Event of Default, and upon the filing of a suit or other
20 commencement of judicial proceedings to enforce the rights of the Bondholders under this Bond
21 Resolution, the Bondholders shall be entitled, as a matter of right, to the appointment of a
22 receiver or receivers of the Issuer and the funds pending such proceedings, with such powers as
23 the court making such appointment shall confer.
24

25 Notwithstanding any provision of this Bond Resolution to the contrary, for all purposes
26 of this Section 22, except the giving of notice of any Event of Default to the Holder of the Bonds,
27 any bond insurer of Bonds shall be deemed to be the Holder of the Bonds it has insured.
28

29 SECTION 23. MODIFICATION OR AMENDMENT. (A) The Issuer, without any
30 consent of any Holders of any Bonds by resolution amendatory hereto, may amend this Bond
31 Resolution by supplemental resolution in any manner which is not materially adverse to the
32 Holders of Bonds:
33

34 (i) to grant to or confer upon the Holders of Bonds any additional rights,
35 remedies, powers or authority that may lawfully be granted to or conferred upon the
36 Holders;

37 (ii) to modify, amend or supplement this Bond Resolution in such manner as
38 to permit the qualification thereof under the Trust Indenture Act of 1939 or any similar
39 federal statute then in effect or to permit the qualification of the Bonds for sale under the
40 securities laws of any of the states of the United States of America;

1 (iii) to modify, amend or supplement this Bond Resolution to permit a
2 transfer of Bonds from one securities depository to another or the discontinuance of the
3 book entry system and issuance of replacement Bonds to the beneficial owners;

4 (iv) to cure any ambiguity or to correct or supplement any provision
5 contained herein or in any supplemental resolution that may be defective or inconsistent
6 with any provision contained herein or in any supplemental resolution, or to make such
7 other provisions in regard to matters or questions arising under this Bond Resolution
8 which shall not materially adversely affect the interest of the Holders of Bonds;

9 (v) to modify, amend or supplement this Bond Resolution to permit the
10 Paying Agent or the Bond Registrar to assume any administrative duties hereunder or
11 further specify their duties and responsibilities;

12 (vi) to make necessary or advisable amendments or additional changes in
13 connection with the issuance of Bonds;

14 (vii) to make any change herein necessary, in the opinion of Bond Counsel, to
15 maintain the exclusion of the interest on any Outstanding Bonds from gross income of
16 the Owners thereof for federal income tax purposes; and

17 (viii) to make any change to the administrative provisions hereof.

18 (B) Exclusive of amendments covered by paragraph (A) above, the Issuer, with the
19 consent in writing of the Holders of fifty-one percent (51%) or more in principal amount of the
20 Bonds then outstanding, may amend this Bond Resolution; provided, however, that no
21 modification or amendment shall permit a change in the maturity of such Bonds or a reduction
22 in the rate of interest thereon, or in the amount of the principal obligation, or affecting the
23 unconditional promise of the Issuer to levy taxes, as herein provided, or to pay the principal of
24 and interest on the Bonds, as the same shall become due, from the sources herein provided, or
25 reduce such percentage of Holders of such Bonds required above for such modifications or
26 amendments without the consent of all the Holders of the Bonds to be affected.
27 Notwithstanding the foregoing, nothing herein shall be construed as making necessary the
28 approval by Holders of the adoption of any amendment permitted by paragraph (A) above.
29

30 If consent of the Holders is required under the terms of this Bond Resolution for the
31 amendment of this Bond Resolution, the Issuer shall cause notice of the proposed execution of
32 the amendment or supplemental resolution to be given by first-class mail, postage prepaid, to
33 the Owners of the Outstanding Bonds then shown on the registration books. Such notice shall
34 briefly set forth the nature of the proposed amendment or other action and shall state that
35 copies of any such amendment or other document are on file at the office of the City Clerk. If,
36 within thirty (30) days or such longer period as shall be prescribed by the Issuer following the
37 mailing of such notice, the Owners of a majority of the principal amount of the Bonds

1 Outstanding by instruments filed with the City Clerk shall have consented to the amendment or
2 other proposed action, then such amendment or other proposed action shall become effective.
3

4 (C) For purposes of this Section, to the extent any Bonds are insured by a policy of
5 municipal bond insurance, then the consent of the issuer or issuers of such municipal bond
6 insurance policy or policies shall be deemed to constitute the consent of the Holders of such
7 Bonds, so long as the insurer is not in default under such policy.
8

9 SECTION 24. VALIDATION. Bryant Miller Olive P.A. and the City Attorney are
10 hereby authorized and directed to prepare and file proceedings and to take such appropriate
11 action for the validation of the Bonds herein authorized in conformity with applicable law.
12

13 SECTION 25. GENERAL AUTHORITY. The Mayor, the Chief Administrative Officer,
14 the Director of Financial Services, the City Clerk, and the City Attorney, are hereby authorized
15 to perform all acts and things required of them by this Bond Resolution or desirable or
16 consistent with the requirements hereof for the full, punctual and complete performance of all
17 of the terms, covenants and agreements contained in the Bonds and this Bond Resolution, and
18 they are hereby authorized to execute and deliver all documents which shall be required by
19 Bond Counsel or the initial purchasers of the Bonds to effectuate the sale of the Bonds to said
20 initial purchasers.
21

22 SECTION 26. NO THIRD PARTY BENEFICIARIES. Except as may be expressly
23 described herein or in a supplemental resolution of the Governing Body of the Issuer , nothing
24 in this Bond Resolution, or in the Bonds, expressed or implied, is intended or shall be construed
25 to confer upon anyone of another entity other than the Issuer and the Holders any right, remedy
26 or claim, legal or equitable, under and by reason of this Bond Resolution or any provision
27 hereof, or of the Bonds, all provisions hereof and thereof being intended to be and being for the
28 sole and exclusive benefit of the Issuer and the Holders from time to time.
29

30 SECTION 27. NO PERSONAL LIABILITY. No covenant or agreement contained in
31 this Bond Resolution, any supplemental resolution, or the Bonds, shall be deemed to be a
32 covenant or agreement of the Mayor, any Member of the City Council, the Chief Administrative
33 Officer, the Director of Financial Services, the City Clerk, City Attorney, or of any other official,
34 agent or employee of the Issuer in his or her individual capacity, and neither the Mayor, any
35 Member of the City Council, the Chief Administrative Officer, the Director of Financial Services,
36 the City Clerk, City Attorney, nor any other official, agent or employee of the City, nor any
37 official executing the Bonds, shall be liable personally on the Bonds or be subject to any
38 personal liability or accountability by reason of the issuance of the Bonds or on account of the
39 execution of any of the documents herein provided for, all such liability being released as a
40 condition of, and as consideration for, the adoption of this Bond Resolution and the issuance of
41 the Bonds.
42

1 SECTION 28. SEVERABILITY OF INVALID PROVISION. If any one or more of the
2 covenants, agreements or provisions of this Bond Resolution should be held contrary to any
3 express provision of law or contrary to the policy of express law, though not expressly
4 prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then
5 such covenants, agreements or provisions shall be null and void and shall be deemed separate
6 from the remaining covenants, agreements or provisions of this Bond Resolution or of the
7 Bonds issued hereunder.

8
9 SECTION 29. INCONSISTENT PROVISIONS. All prior resolutions and motions of the
10 Issuer inconsistent with the provisions of this Bond Resolution are hereby modified,
11 supplemented and amended to conform with the provisions herein contained and except as
12 otherwise modified, supplemented and amended hereby shall remain in full force and effect.

13
14 SECTION 30. EFFECTIVE DATE. This Bond Resolution shall take effect immediately
15 upon its adoption by the City Council of the City of Plantation, Florida, and signature by the
16 Mayor.

17 SECTION 31. GOVERNING LAW AND VENUE. This Bond Resolution is adopted
18 with the intent that the laws of the State of Florida, without giving effect to conflicts of law
19 principles, shall govern the construction hereof and shall govern the construction of the
20 Resolution, all documents executed in accordance therewith, and all Bonds, except that any
21 bond insurance shall be governed by the laws of the jurisdiction specified therein, and if no
22 jurisdiction is specified therein, the same shall be governed by the laws of the State of Florida,
23 without giving effect to conflicts of law principles. Venue for all actions for the enforcement of
24 any of the Bonds, the Resolution or any of the documents executed in accordance therewith,
25 shall be either in the courts of the State of Florida sitting in Broward County, Florida, or in the
26 United States District Court for the Southern District of Florida.

27
28
29
30
31
32 [Remainder of page intentionally left blank]
33

1
2 **ADOPTED BY THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA,**
3 this ____ day of _____, 2017.

4 **SIGNED BY THE MAYOR OF THE CITY OF PLANTATION, FLORIDA,** this ____
5 day of _____, 2017.

6
7 (SEAL) _____
Mayor

8 ATTEST:

9 By: _____
10 City Clerk

11 APPROVED AS TO FORM:

12 By: _____
13 City Attorney

14 RECORD ENTRY:

15
16 I HEREBY CERTIFY that the Original of the foregoing signed Resolution was received by the
17 Office of the City Clerk and entered into the Public Record this ____ day of _____, 2017.

18
19
20
21 _____
Susan Slattery, City Clerk

Exhibit "A"
Parks & Recreation Improvements - \$17.1 million

1. Pine Island Park. This project includes the reconstruction and renovation of the 21+ acre park and recreation facility. The project will reconfigure the fields, provide additional turf areas (including synthetic turf), provide field drainage, lighted walkways, a new concession stand, restrooms, and storage for this facility. Project components will include: drainage, irrigation, demolition of two parking lots & building, replacement clubhouse, construction of two parking lots, lighting for parking lots, and athletic field development.
2. Central Park Multi-purpose Building. This project involves the demolition of an approximate 26,000 square foot building, and the replacement thereof with a modern facility that will be able to serve as Administrative Headquarters for the Parks and Recreation Department, as well as provide classes, programs, events, tournaments, meetings, camps and swim meets. The facility will be upgraded to address functionality and to meet the changing recreation needs of the community, and at the present time, contemplates office and administrative areas, a gymnasium, weight room, locker rooms, restrooms, and security systems and equipment.
3. Sunset Park/Central Park lighting replacement. Construct/install lighting upgrades for Sunset Park in Central Park.
4. Reconstruction/renovation to Pop Travers Facility. Renovation of this 9.57 acre park to include: installation of impact windows in the concession building; electrical upgrades in the concession stand; renovation of the restrooms; refurbishment of the walkways around the building; construction of a pavilion & restroom, with connections for water, electrical and sewer.
5. Multi-Use Recreational Trails (MURT) Re-construction. Currently this project contemplates removal of narrow 4' pedestrian sidewalks along the west side of SW 54th Avenue and the north side of Plantation Road (a/k/a NW 8th Street) to reconstruct 8" wide multi use recreational trails, with appropriate replacement trees, landscape and pedestrian amenities.
6. North Acres Park. Level and grade the eastern 10 acre portion of this site and establish a passive neighborhood park with walking trails, exercise stations and other amenities. Project would include levelling, grading, irrigation, installation of trees and fencing the site.

Exhibit "B"
Public Safety Improvements - \$ 14.2 million

1. Replacement of two Aerial (ladder) units.
2. Replacement of 2 fire engines.
3. Replacement of a Fire Station: The project involves the demolition and replacement of a fire station and a replacement thereof to accommodate necessary vehicles, equipment, apparatus, staffing and sleeping quarters. The project involves: demolition of existing building; use of a temporary site within close proximity: the construction of temporary facilities to stage for 12 to 18 months during the demolition/construction project; and construction of a replacement fire station.
4. Renovation/additions to 2 fire stations: Additions will be made to two (2) of fire stations to accommodate vehicles, equipment, supplies, apparatus, and areas for Command, Suppression, and EMS personnel.
5. Replacement of Police training center/gun range: The project involves the demolition and replacement of an existing shooting range/training facility.

1 **Exhibit "C"**

2 **Public Works Improvements - \$28.7 million**

- 3
- 4 1. Roadway paving. Repave and -restore deteriorated roadways in several areas of
- 5 Plantation (including Eldorado Estates, Royal Palm Estates, Plantation Isles,
- 6 Jacaranda Lakes, Maleleuca Isles, Sunshine City and portions of Plantation Acres).
- 7
- 8 2. Replacement buildings for Public Works. This project includes the construction of a
- 9 replacement building for craft, electrical, painting and other public works functions.
- 10 The building(s) is intended to serve as storage space for tools, equipment for
- 11 electrical work, craftwork, plumbing, woodwork, roadway, sidewalk, specialized
- 12 tools and hurricane supplies, and provide area for public works operation. This
- 13 project also includes the construction of a replacement building for mowing and
- 14 maintenance and other public works functions. This building is intended to store
- 15 mowers and maintenance vehicles, trailers, and the tools, equipment and supplies
- 16 stored on each trailer. The building would also provide area for public works
- 17 operations.
- 18
- 19 3. Neighborhood Street Lighting. This project involves lighting upgrades to several areas
- 20 of Plantation, including Country Club Estates, Park East, Plantation Isles/Harbor,
- 21 and other neighborhoods. This project would primarily involve coordination with
- 22 FPL to upgrade existing street lighting or expand with new street lighting where
- 23 needed.
- 24
- 25 4. Storm Water System Rehabilitation/Replacement. This Project involves the
- 26 rehabilitation/replacement of Stormwater system infrastructure in some of the older
- 27 residential areas of the City to avoid system failures and water quality/quantity
- 28 deficiencies in existing drainage systems. Primary focus will be made to the systems
- 29 in the following residential neighborhoods: Park. East, Plantation. Historical District,
- 30 Plantation Park, Plantation Isles/Harbor, Eldorado Estates, Royal Palm Estates, and
- 31 headwall replacements in zones 3, 5, 8, 9, 11 & 21.
- 32
- 33 5. Drainage Outfall/Headwall Replacement. This project involves the replacement of
- 34 existing storm water outfall pipes and concrete headwalls supporting the outfall
- 35 pipes throughout City Maintenance Zones 3, 5, 8, 9, 11, and 21, as well as various
- 36 other outfall pipes and headwalls within other areas of the City.
- 37
- 38 6. Jet Vector Truck Purchase.
- 39
- 40 7. GPS Database for Storm Water Systems. This project involves acquisition and
- 41 development of a GPS-based location data for the City's storm water system
- 42 (structures. pipes. outfalls, detention/retention ponds. etc.).
- 43

**Plantation City Council
Meeting Agenda**

**Notice of City Council
Meeting**

**Wednesday, January 25,
2017 ~ 7:30 PM**



City of Plantation
City Council Chambers

Subject:

Request to approve site plan modification (parking waiver) for the COFE Properties. Property located at 1700-1800 NW 66 Avenue and zoned I-LP. (PP16-0046)

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	1/18/2017	Backup Material
Zoning Map	1/18/2017	Backup Material
Aerial Map	1/18/2017	Backup Material



STAFF REPORT TO THE CITY COUNCIL

Planning, Zoning and Economic Development Department

MEETING DATE: January 25, 2017

SUBJECT: PP16-0046: Site Plan Modification (Parking Waiver) – COFE Properties

APPLICANT: C. William Laystrom, representative / COFE Fund 1 Plantation LLC., owner

ADDRESS: 1700 – 1800 NW 66th Avenue

LOCATION: Generally located on the southeast corner of NW 18th Court and NW 66th Avenue

LAND USE / ZONING: Industrial / I-LP (Light Industrial)

REQUEST: Consideration of request for a site plan modification (parking waiver) for the COFE Properties.

WAIVER REQUEST:

From: Section 27-743, which requires 441 parking spaces;

To: To reduce the required parking from 441 parking spaces to 371 parking, a 16% reduction.

EXHIBITS TO BE INCLUDED: Planning and Zoning Division report; subject site map; and development review application.

ANAYLSIS:

The subject property is zoned I-LP (Light Industrial), approximately 7.86-acres in area, and bound on all sides by industrial/office buildings zoned I-LP. The site is developed with two office/industrial buildings encompassing 98,920 square feet of floor area. The buildings are currently occupied with 51% office users and 14% industrial users. Approximately 35% of the building area is currently vacant (due in large part from the loss of Metro PCS which operated a 31,017 square foot industrial switching station).

The applicant requests approval of a parking waiver to allow flexibility in occupying the 35% vacancy for office use. This change, if approved, would increase the allowable office occupancy to 86% of the building square footages with the remaining 14% being limited to industrial users. The increase in office uses increases the required parking for the site to a total of 441 parking spaces. There are 371 parking spaces on site, resulting in a 70 space (16%) deficiency.

The applicant has provided a parking study performed by Tinter Traffic, LLC. The report concludes that if the industrial users remain and the existing vacancies were occupied by similar office users currently existing on the site, the two buildings combined would utilize approximately 225 spaces at peak demand.

STAFF COMMENTS:

PLANNING AND ZONING:

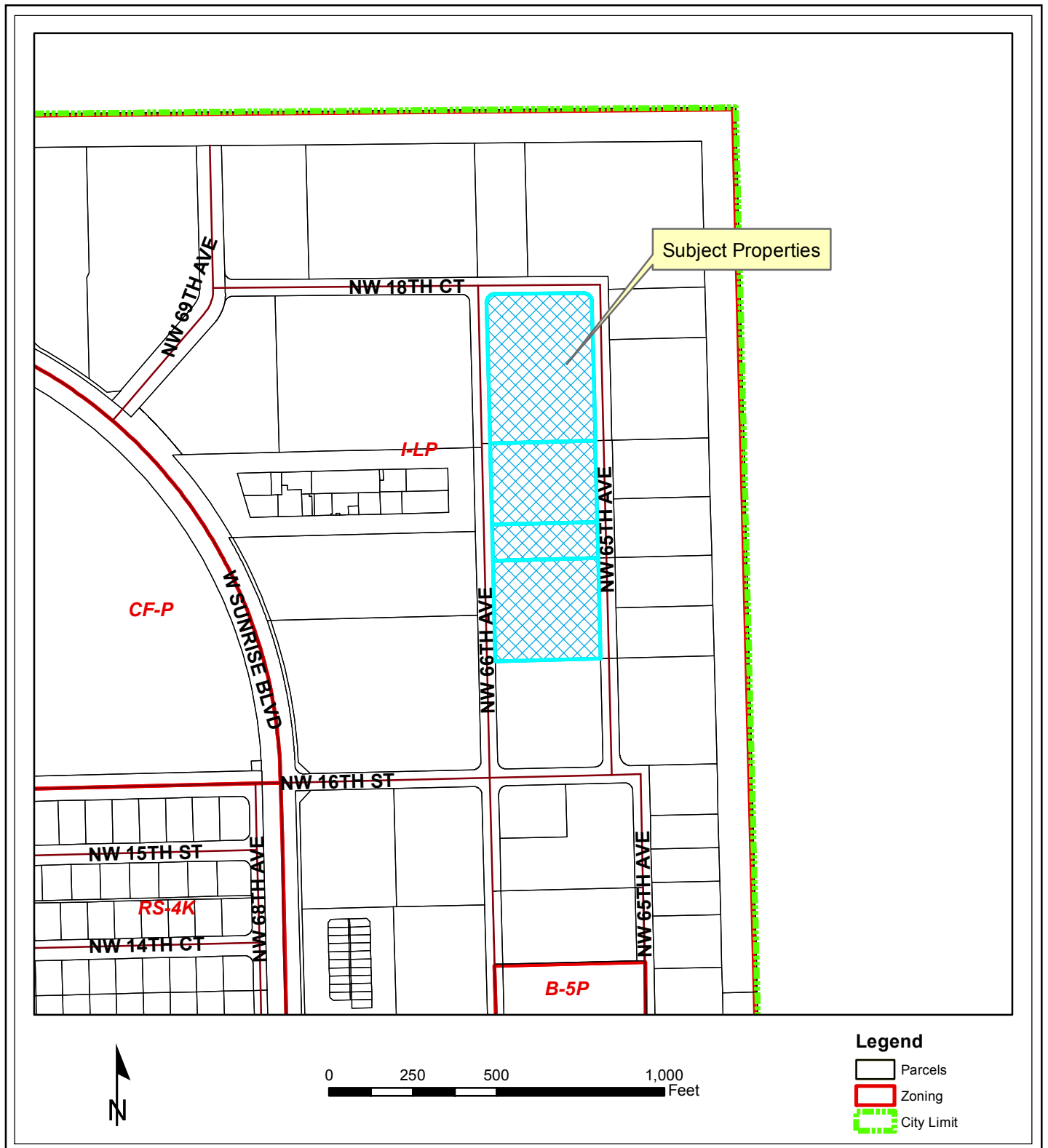
Zoning:

1. The tenant in Unit 113, American Federation of State, County, and Municipal Employees, must apply for and obtain a City of Plantation business tax license.

ENGINEERING:

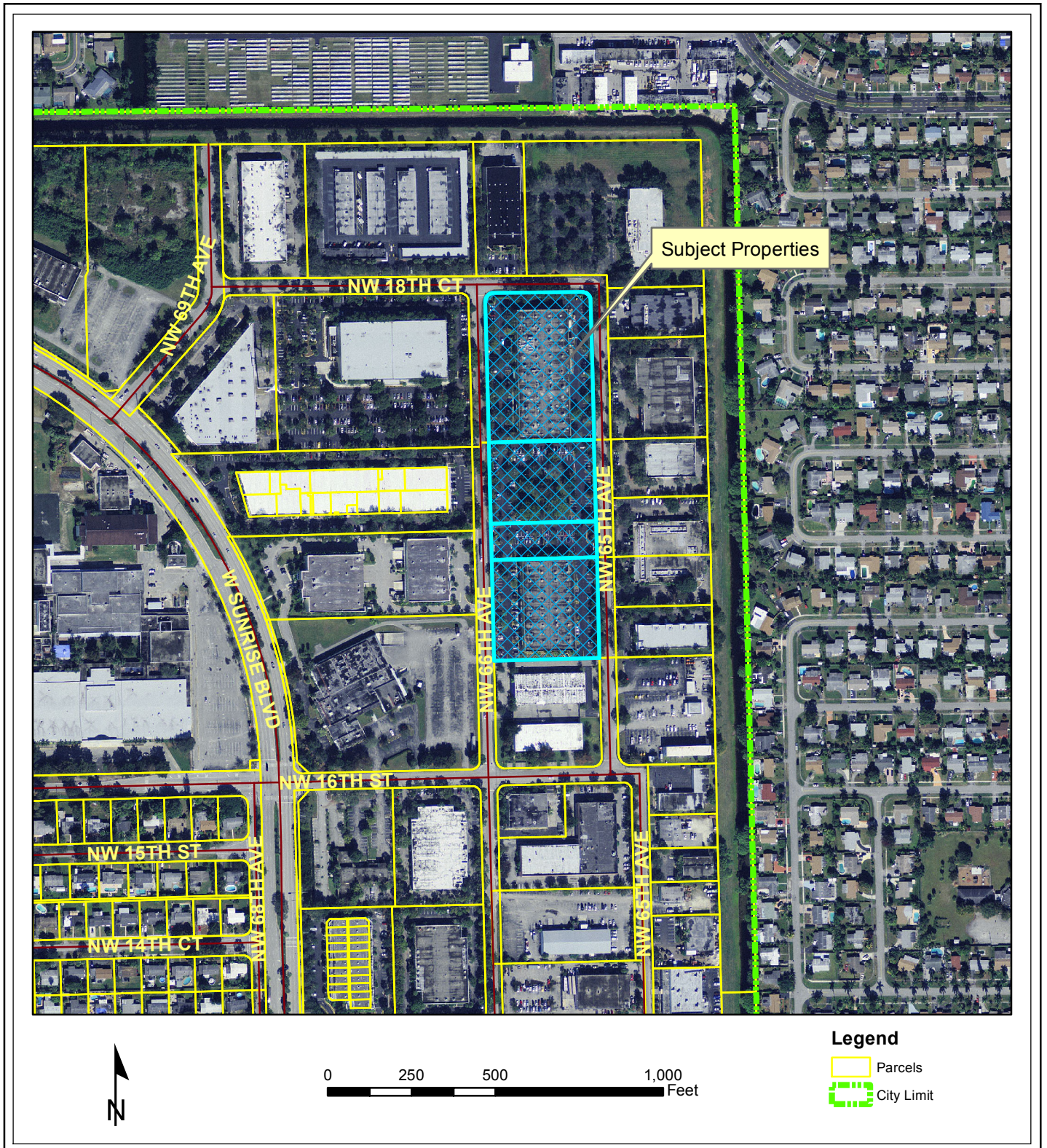
1. The Engineering Department does not review parking studies.

Z O N I N G M A P



1700-1800 NW 66th Avenue
CASE # PP16-0046

AERIAL MAP



1700-1800 NW 66th Avenue
CASE # PP16-0046

**Plantation City Council
Meeting Agenda**

**Notice of City Council
Meeting**

**Wednesday, January 25,
2017 ~ 7:30 PM**



City of Plantation
City Council Chambers

Subject:

Request to approve site plan modification (parking waiver) for Toys "R" Us. Property located at 8101 W. Broward Boulevard and zoned SPI-3. (PP17-0001)

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	1/19/2017	Backup Material
Zoning Map	1/18/2017	Backup Material
Aerial Map	1/18/2017	Backup Material



STAFF REPORT TO THE CITY COUNCIL

Planning, Zoning and Economic Development Department

MEETING DATE: January 25, 2017

SUBJECT: PP17-0001: Site Plan Modification (Parking Waiver) – Toys “R” Us

APPLICANT: Bill Laystrom & John Voigt, representatives / Toys “R” Us-Delaware, Inc., owner

ADDRESS: 8101 W. Broward Boulevard

LOCATION: Located on the north side of Broward Boulevard approximately 1,200’ west of University Drive

LAND USE / ZONING: Commercial / SPI-3 (Midtown)

REQUEST: Site plan modification (parking waiver) for Toys “R” Us

WAIVER REQUEST:

From: Section 27-743(26), which requires 135 parking spaces for retail use;
To: Reduce the required parking from 135 spaces to 108 spaces.

EXHIBITS TO BE INCLUDED: Planning and Zoning Division report; subject site map; and development review application.

ANAYLSIS:

The subject property is comprised of two parcels which encompasses the Toys “R” Us parcel (2.87 acres) and the adjacent parking lot parcel to the east (1.31 acres) with a total site area of 4.18 acres. The site is zoned SPI-3, currently developed with a 40,297 square foot Toys R Us, and bound by commercial uses to the north, east and west, together with Broward Boulevard to the south.

Toys R Us was constructed in the early 1980’s on a 5.6 acre site (which included the adjacent Petco parcel to the west at the time) and provided 276 parking spaces. Parking was reduced to 184 spaces with the construction of a 21,890 square foot Kids “R” Us on the same parcel to the west of Toys “R” Us. To address the increase in required parking due to the building construction, the parcel east of Toys “R” Us was acquired in 1989 and developed with 79 additional parking spaces. The Kids “R” Us closed in 2003 and the western portion of the site was sold to Petco in 2004.

Today, the Petco site includes 76 parking spaces, which is 15 spaces more than required by code. The Toys R Us site including the eastern lot includes 187 parking spaces (108 on the Toys “R” Us parcel and 79 spaces in the east lot), which is 52 spaces above code.

The applicant intends to develop the parking lot parcel with a freestanding restaurant; however, development of this parcel will cause a reduction in provided parking for the Toys “R” Us site below the code requirement. The applicant requests a waiver to reduce the required parking on the Toys “R” Us site from 135 spaces to the 108 spaces currently existing on the Toys “R” Us site, a 27 space (20%) deficit. If approved, the eastern parking lot will no longer be required parking to the support Toys “R” Us site and could be developed independently.



Petco parcel (pka Kids “R” Us)

Toys “R” Us parcel

East parking lot parcel

STAFF COMMENTS:

PLANNING AND ZONING:

Zoning:

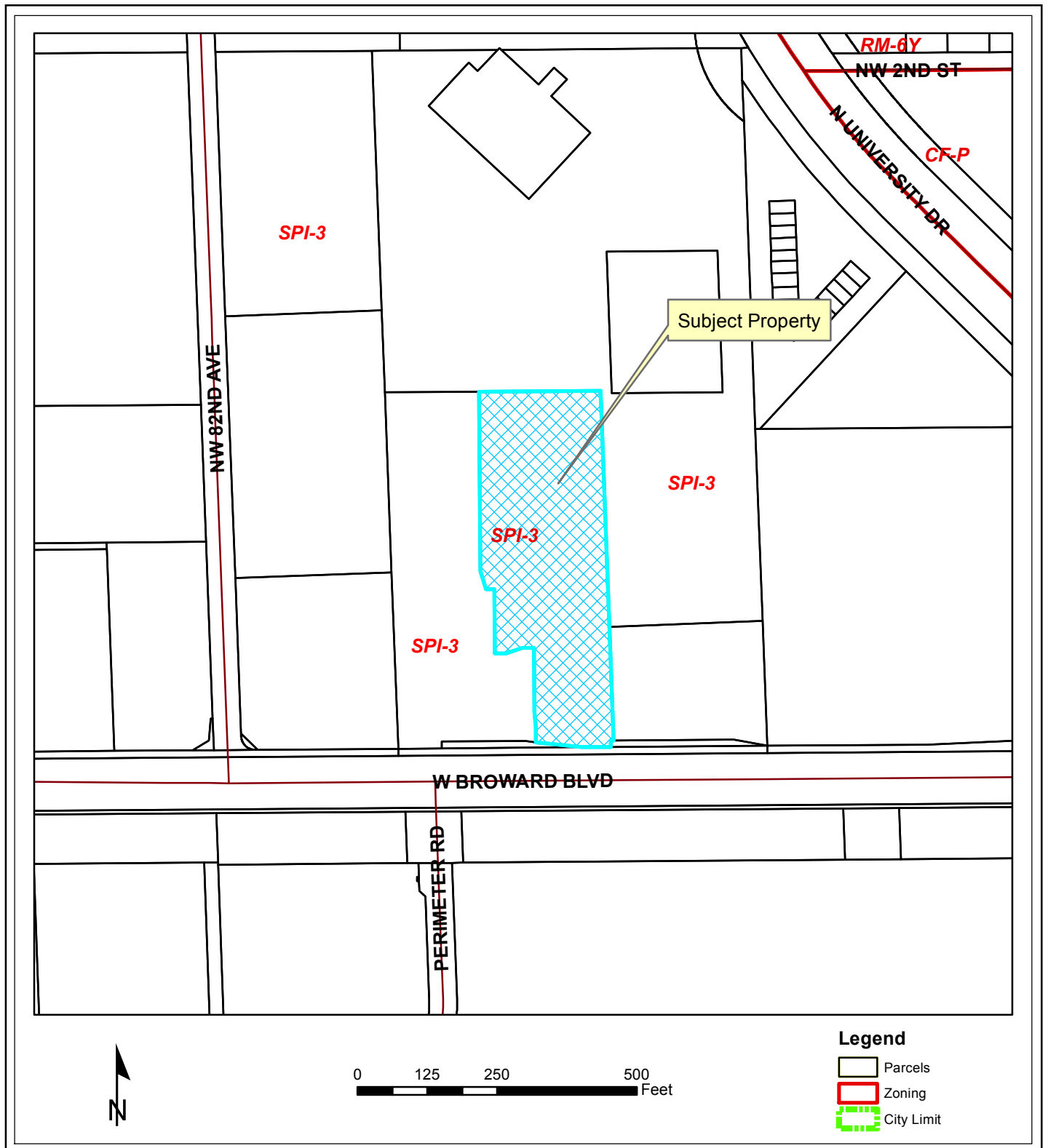
1. Providing 108 spaces to support the 40,297 retail store creates a parking ratio of 1 space per 375 square feet. While this parking ratio seems sufficient to meet the parking needs for Toys “R” Us, this parking ratio may not support the parking needs of all retail users. Staff has confirmed the cross parking agreement with Petco as referenced in the applicants justification for the waiver but has not confirmed any cross parking agreement with the Fashion Mall.
2. Parking space 95 is non-compliant with regards to size and cannot be counted as provided parking. The parking numbers have been adjusted to reflect this in the waiver request and staff report.
3. If approved, this development order only addresses the reduction in parking for the 2.87-acre Toys R Us property. Future development of the east parking lot parcel will be subject to all applicable development standards (i.e. pervious area, lot coverage, parking, landscape areas, etc.) and require site plan approval.

4. Any future development of the east parking lot will also require review of an updated opinion of title reflecting all unified control documents, cross access agreements, and operating agreements by the City Attorney.

ENGINEERING DEPARTMENT:

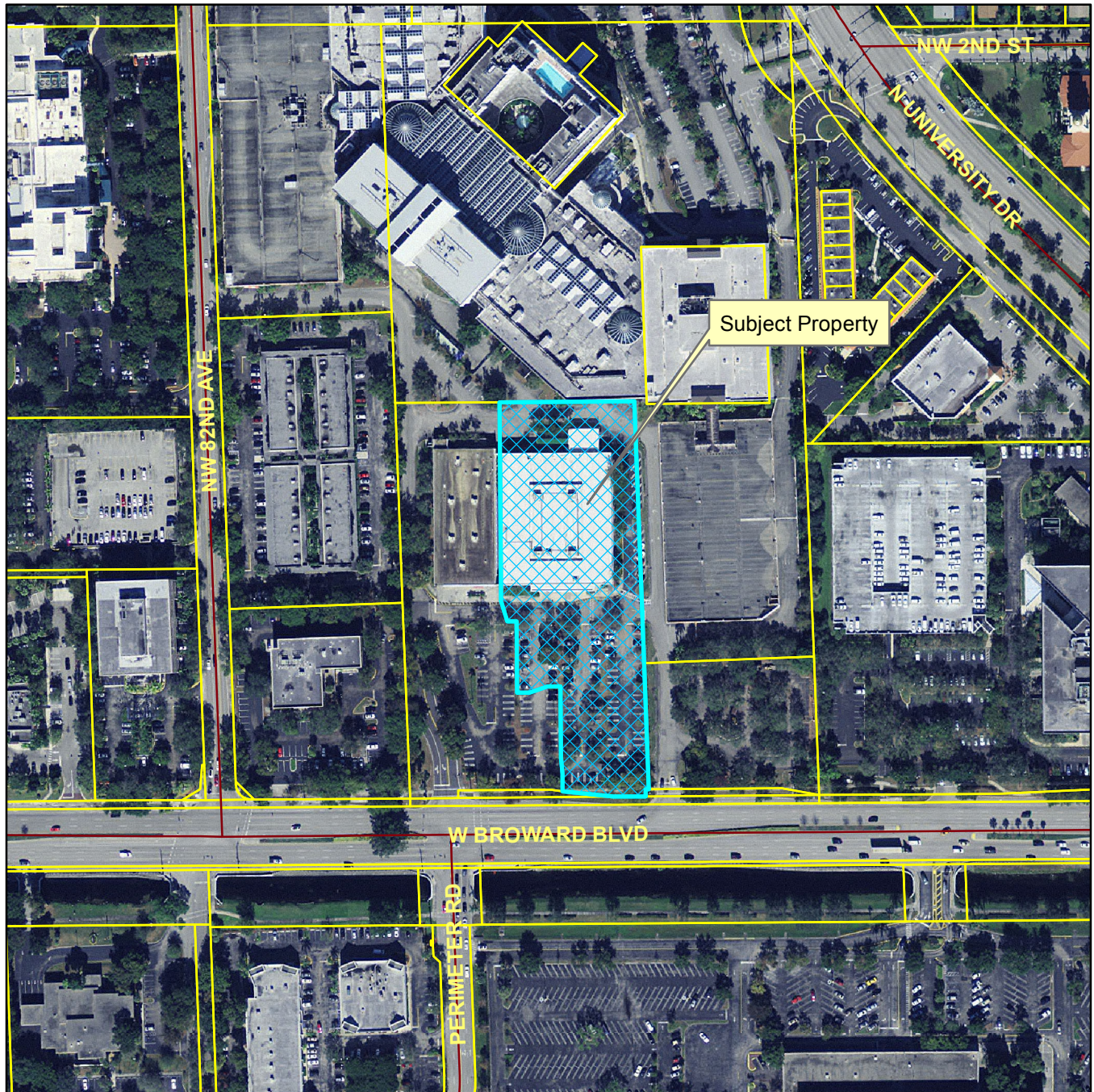
No comment. The Engineering Department does not regulate parking waivers.

ZONING MAP



8101 W. BROWARD BLVD.
CASE # PP17-0001

A E R I A L M A P



0 125 250 500
Feet

Legend

-  Parcels
-  City Limit

8101 W. BROWARD BLVD.
CASE # PP17-0001

**Plantation City Council
Meeting Agenda**

**Notice of City Council
Meeting**

**Wednesday, January 25,
2017 ~ 7:30 PM**



City of Plantation
City Council Chambers

Subject:

Request to approve a master plan modification to allow development of Phase III. Property generally located on the southeast corner of Peters Road and Pine Island Road within the Cornerstone Corporate Center (PP16-0048)

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	1/19/2017	Backup Material
Zoning Map	1/18/2017	Backup Material
Aerial Map	1/18/2017	Backup Material



STAFF REPORT TO THE CITY COUNCIL

Planning, Zoning and Economic Development Department

MEETING DATE: January 25, 2017

SUBJECT: PP16-0048: Cornerstone Master Plan Modification – Baptist Health South Florida (Plantation)

APPLICANT: Kathleen S. Moorman and Robert McGill, representatives / PG-Plantation CS Three LLC., owner

LOCATION: Generally located on the southeast corner of Peters Road and Pine Island Road within the Cornerstone Corporate Center.

LAND USE / ZONING: Commercial / B-7Q (Planned Commercial Development District)

REQUEST: Approval of a master plan modification to allow development of Phase III.

EXHIBITS TO BE INCLUDED: Planning and Zoning Division report; subject site map; and development review application.

ANAYLSIS: The subject site is a 59± acre master planned office park known as Cornerstone Corporate Center which is zoned B-7Q. The office park is bound by Peters Road on the north, State Road 84/I-595 to the south, multi-family residential uses to the east, and Pine Island Road to the west. The center is developed with office, restaurant, and hotel uses. Site plans for medical facility use on Phase III and multi-family residential use on Phase IV are currently under review.

The approved Master Plan for the center includes a 40-foot roadway parcel (O.R. Book 28578 Page 978) owned by the Cornerstone Association that bisects several of the building sites and functions as a main thoroughfare for traffic circulation through the site. The applicant has filed a Site Plan application (companion case PP16-0049) for a medical facility (Phase III) located at the southeast corner of the overall site. To provide a more buildable area, the applicant requests approval to relocate the roadway easement from the center of the site to the south and east perimeter and decrease the width of the roadway easement from 40-feet to 27-feet.

RECOMMENDATION: **APPROVAL** of the requested Master Plan modification subject to staff comments.

STAFF COMMENTS:

PLANNING AND ZONING:

Zoning:

1. The site specific plan for the medical facility on Phase III (PP16-0049) is in the initial stages of review. While staff has no objection to the relocation of the roadway parcel to the south

and east perimeter of the site to create a more desirable buildable area, the proposed 27' road parcel width is inconsistent with the 40' parcel width existing for the majority of the office park. This 40' wide area typically provides for 25' of pavement width with 5-10' of landscape area on both sides of the road to provide a scenic view along the main boulevard. Staff does not support the reduction of the road parcel width from 40' to 27' so that the typical cross section and landscape areas adjacent to the loop road remain consistent throughout the center. Should the applicant provide for the typical cross section with landscape areas in the site plan design (PP16-0049), staff could consider supporting the 27' parcel width which would support only the 25' wide loop road pavement width.



Loop road with adjacent landscaping just west of the subject site (40' wide road parcel)

2. Verify the location of the loop road parcel on Cornerstone I and Cornerstone II. The aerial depicts the roadway parcel running through parking spaces and landscape islands. Since Cornerstone III is revising the loop road location, staff suggests Cornerstone I and Cornerstone II loop road modifications be corrected simultaneously.
3. Revisions or release of temporary easements (hotel parking and cul-de-sac) adjacent to the loop road and identified on the survey must be addressed.
4. Provide a letter from Cornerstone Association legal representatives confirming the relocation and reduction of the 40-foot roadway easement location to 27-feet (a common element with right of use by various cornerstone property owners or any property holding rights of use) is permitted by signature by one board of director and does not require association or board approval.
5. The release and expiration of the temporary easements (hotel parking and cul-de-sac) and the relocation and modification of 40-foot roadway easement and the effect upon the Master Declaration of Covenants, Restrictions, and Easements for Cornerstone Inc. and the Unity of Title documents must be reviewed and approved by the City Attorney.

Landscape:

1. Staff concurs with Zoning comment #1: the typical cross section and landscape areas adjacent to the loop road should remain consistent throughout the center. City codes Sec. 13-37. – Required landscaping adjacent to public rights-of-way and Sec. 13-39. – Perimeter landscaping relating to abutting properties requires a 15' landscape buffer to be planted with trees and hedge. *If this condition is not met waivers will be required.*

ENGINEERING DEPARTMENT: No objection.

Permit Comments

Note: A detailed review of the civil drawings has not been performed at this time. If the site plan application is approved by City Council, a thorough engineering review will be performed at the time of application for construction permits.

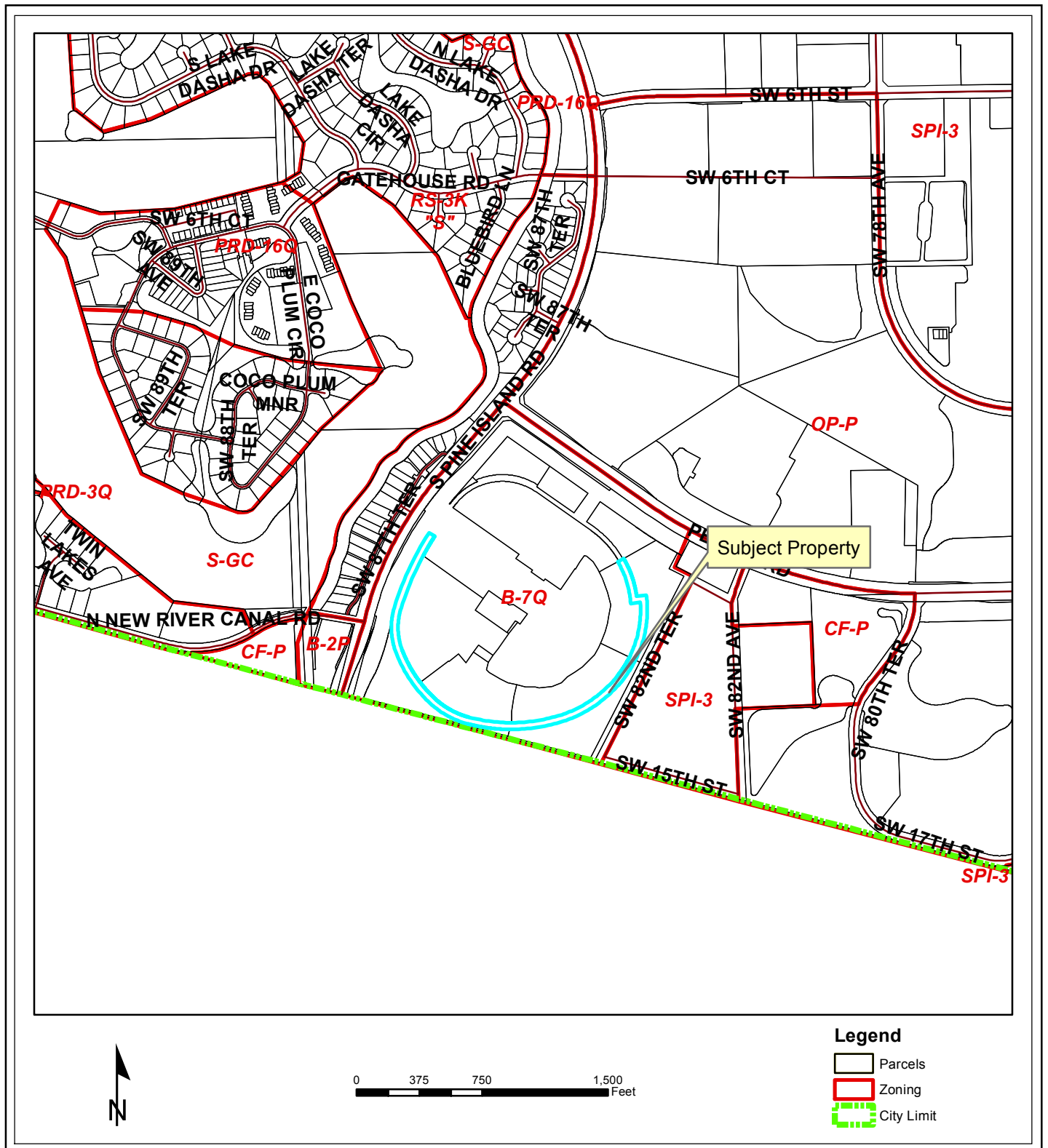
1. The owner/developer will be required to coordinate with the Engineering Department, *prior to application for construction permits*, to set up a trust account with a \$1,000 minimum starting balance.
2. An erosion and sedimentation control plan will be required and reviewed at time of permitting. An NOI will be required.
 - a. The truck wash areas must be set 25 feet back from the edge of pavement.
 - b. Please provide the erosion and sedimentation control plan on the existing conditions and not the proposed site plan. The erosion control is set up prior to construction and that will need to be reflected in the plans.
3. A Maintenance of Traffic (MOT) plan will be required. Please meet with Engineering to discuss if there are any questions or concerns.
4. Drainage calculations will need to be submitted, signed and sealed by a professional engineer registered in the State of Florida.
5. Surface water management permit(s) through the Old Plantation Water Control District (OPWCD) and/or SFWMD will be required and a copy(s) provided to the Engineering Dept. at the time of permit review.
6. The Applicant will be required to execute a developer agreement and post security for all engineering and landscape related improvements for each phase at the time of permitting.

TRAFFIC CONSULTANT: No objection.

FIRE DEPARTMENT: No objections as to this master plan modification request.

UTILITIES: No objection however, any development of this site, the proponent shall be responsible to design, permit, fund and install any on and off site water and sewer improvements needed to provide service to this site and should be a condition of approval.

ZONING MAP



SE Corner of S. Pine Island & Peters Road
CASE # PP16-0048

A E R I A L M A P



Legend



0 375 750 1,500 Feet

SE Corner of S. Pine Island & Peters Road
CASE # PP16-0048



Plantation
the grass is greener®

**PLANNING, ZONING &
ECONOMIC DEVELOPMENT**

PLANTATION, FLORIDA
01/18/17

**Plantation City Council
Meeting Agenda**

**Notice of City Council
Meeting**

**Wednesday, January 25,
2017 ~ 7:30 PM**



City of Plantation
City Council Chambers

Subject:

Request to approve Site Plan, Elevation, and Landscape Plan for Plantation Professional Plaza.
Property located at 1248 & 1310 N. University Drive and zoned B-7Q. (PP16-0026)

ATTACHMENTS:

Description

Upload Date

Type

Staff Report

1/19/2017

Backup Material

Zoning Map

1/18/2017

Backup Material

Aerial Map

1/18/2017

Backup Material



STAFF REPORT TO THE CITY COUNCIL

Planning, Zoning and Economic Development Department

MEETING DATE: January 25, 2017

SUBJECT: PP16-0026: Plantation Professional Plaza – Site Plan, Elevations, and Landscape Plan

APPLICANT: C. William Laystrom, Representative / Plantation Professional Plaza LLC, Owner

ADDRESS: 1248 & 1310 N. University Drive

LOCATION: Located on the southeast corner of University Drive and Marcano Boulevard within the Plantation Key Office Park

LAND USE / ZONING: Commercial / B-7Q (Planned Commercial Development)

REQUEST: Site plan, elevations, and landscape plan approval to construct a 63,000 square foot building with 26,000 square feet of medical use and 37,000 square feet of professional office use.

WAIVERS: There is 1 zoning waiver and 3 landscape waivers. The waivers are listed in Appendix “A” attached.

EXHIBITS TO BE INCLUDED: Planning and Zoning Division report; subject site map; and development review application.

PLANNING AND ZONING BOARD RECOMMENDATION: APPROVED (December 6, 2016).

LANDSCAPE PLANNING REVIEW BOARD RECOMMENDATION: APPROVED (December 6, 2016).

REVIEW COMMITTEE RECOMMENDATION: NO OBJECTION to the project moving forward for further review (October 25, 2016).

REVIEW COMMITTEE RECOMMENDATION: OBJECTION to the project moving forward for further review due to incompleteness (July 12, 2016).

ANALYSIS: The Plantation Key Office Park, located at 1200-1398 North University Drive, was originally approved by City Council in 1978 as a Planned Commercial Development. The property consists of 10.4 acres and is developed with eight two-story buildings encompassing approximately 51,886 square feet. Two buildings encompassing 57,058 square feet were destroyed by fire in 2007. Various professional office and medical office uses occupy the park.

The applicant requests approval to construct a three-story building encompassing approximately 63,000 square feet in the general location previously occupied by the fire damaged buildings (an 11,114 square foot increase). The proposal will also reconfigure the adjacent drive aisle and site circulation to create 8 additional parking spaces.

The architectural style of the new buildings compliments the “Key West” style of the existing buildings within the office park. The proposed medical and office uses are allowable in the B-7Q zoning district (per Ordinance No. 1616) and consistent with the Commercial Land Use Plan designation.

STAFF COMMENTS:

PLANNING AND ZONING:

Planning:

1. City impact fees shall be paid at the time of permitting (Ordinance No. 2485 requires \$921.01 per 1,000 sf of office use). Impact fees are adjusted annually and do not include utility fees and capacity charges. *Applicant: Will comply at time of permitting.*

Zoning:

In General:

1. The proposed site plan is located on two (2) lots that must be combined through recordation of a unity of title prior to issuance of a building permit. The proposed unity of title is currently under review by the City Attorney.
2. Recent code amendments (Ordinance No. 2550) to the B-7Q zoning district incorporate architectural design requirements. The building architecture meets the design requirement.

Loading zones and parking areas:

3. Section 27-747 requires two 12' x 45' off-street loading zones. The applicant is requesting a waiver. Staff has no objection.

Lighting:

4. At the time of building permit submittal, provide lighting levels in non-enclosed areas at grade level that abut or lie under buildings (sidewalks, building entrances etc.) to ensure pedestrian safety as required by Section 27-750 of the code.

Signage:

5. Signage is not part of this review. *Comment acknowledged by the applicant.*

Landscaping:

- All site plan and planting plan comments from the Department of Planning, Zoning & Economic Development – Landscape – must be responded to in writing at time of permitting.
- When responding to staff comments, please bubble plan changes and specify the page number corrected in the written responses.
- The applicant may be required to execute a developer agreement and post security for all engineering and landscape related improvements at time of permitting.
- Tree/palm removal and relocation permits as well as mitigation fees must be obtained directly through the Department of Planning, Zoning & Economic Development – Landscape

– at the time of permitting. Please contact Diana at 954-797-2248 directly to obtain required permits.

- This review is preliminary. Full landscape plan review & approval is required at time of permitting.

Site Plan:

1. Section 13-41(a). Pedestrian zones along building facades: City code required a landscaped pedestrian zone along the length of all building walls not directly adjacent to vehicular approaches. The depth of this pedestrian zone and the degree to which it is landscaped shall be determined by building height and function. (Paved areas in the lpz may not constitute more than 5' of required lpz. *The 3' roof overhang does not count towards the required landscape pedestrian zone.*
 - a. 24' lpz is required along the southwestern façade – 13' has been provided
 - b. 24' lpz is required along the northwestern façade – 20' has been provided*Waiver requested. Staff has no objections to this request as the intent of this code has been met.*
2. Section 13-41(a)(b). Pedestrian zones along building facades: Code requires landscape pedestrian zones (lpz) to extend the full width of each façade abutting a parking or vehicular use area; the minimum width shall be measured from the base of the building and shall relate to the adjacent structure's wall height. (Paved areas in the lpz may not constitute more than 5' of required lpz. *The 3' roof overhang does not count towards the required landscape pedestrian zone.*
 - a. 24' lpz is required along the eastern façade – 20' has been provided
 - b. 24' lpz is required along the northeastern façade – 12' has been provided*Waiver requested. Staff has no objections to this request as the intent of the code has been met.*

Planting Plan:

1. Section 13-40(f). Interior landscaping for parking areas: Large shade trees shall be installed in all parking areas at a minimum spacing of 40' in all parking areas. The trees shall be planted in landscaped areas which conform to the dimensional requirements as per City codes (planting islands).
 - Large shade trees are required in the planting median in the eastern parking area – relocated Sabal palm are proposed.**Do not relocate Sabal palms into the planting medians – install large shade trees as required by City codes and relocate the Sabal palms elsewhere throughout the site. *Waivers have not been requested; this will need City council approval if this requirement is not met.***
2. Section 13-40(f). Interior landscaping for parking areas: Large shade trees shall be installed in all parking areas at a minimum spacing of 40' in all parking areas. The trees shall be planted in landscaped areas which conform to the dimensional requirements as per City codes (planting islands).
 - 2 large shade trees are required in the planting islands located in the NE and SE parking islands – 0 provided.*Waiver requested. If waivers are granted staff request mitigation for code required trees.*
3. Section 13-44. Tree Preservation (a)(b)(9): Bonding. Any persons conducting a permitted tree relocation must post a bond to insure the survival of tree(s) designated for preservation. The requirement of this bond may be waived by the city upon suitable showing by the applicant. Determination of the bond amount shall be computed based upon the Florida Chapter of the International Society of Arboriculture, Determining the Mitigation Value of

Roadside Vegetation, or such other publication or standards acceptable to the city. Said bond shall meet the approval of the appropriate city departments. *Staff will work with the applicant as this project moves forward.*

4. Section 13-44. Tree Preservation (a)(b)(7)(d): That the tree(s), if destroyed, will be replaced by the applicant by providing the equivalent monetary value to the city's tree fund. The equivalent monetary value shall be determined using based on the Florida Chapter of the International Society of Arboriculture, Determining the Mitigation Value of Roadside Vegetation, or such other publication or standard acceptable to the city, or caliper inch equivalent based on the fair market value of the tree(s). Tree mitigation will be above and beyond code required trees on the property. *Staff will work with the applicant as this project moves forward.*
5. Section 13-44(a)(b)(7)(b)(c)(d) Tree Preservation. All proposed trees to be removed must be mitigated for as per City codes; tree mitigation will be above and beyond code required trees on the property. *Staff will work with the applicant as this project moves forward.*
6. City staff will verify all trees/palms proposed to be removed, remain, and/or relocated as this project moves forward.
7. Remove the container sizes from all plant material.
8. Silver Buttonwood hedge is more suited for costal plantings.
9. The Phoenix sylvestris is highly susceptible to Lethal yellowing disease, gets to a height of 50', prefers well drained sandy soils, and is heavily armed with spines.

ENGINEERING DEPARTMENT:

1. No objections.

Permit Comments

Note: A detailed review of the civil drawings has not been performed at this time. If the site plan application is approved by City Council, a thorough engineering review will be performed at the time of application for construction permits.

1. The owner/developer may/will be required to coordinate with the Engineering Department, *prior to application for construction permits*, to set up a trust account with a \$1,000 minimum starting balance.
2. An erosion and sedimentation control plan will be required and reviewed at time of permitting. An NOI will be required.
 - a. The truck wash areas must be set 25 feet back form the edge of pavement.
 - b. Please provide the erosion and sedimentation control plan on the existing conditions and not the proposed site plan. The erosion control is set up prior to construction and that will need to be reflected in the plans.
3. A Maintenance of Traffic (MOT) plan will be required. Please meet with Engineering to discuss if there are any questions or concerns.
4. Drainage calculations will need to be submitted, signed and sealed by a professional engineer registered in the State of Florida.
5. Surface water management permit(s) through the Old Plantation Water Control District (OPWCD) and/or SFWMD will be required and a copy(s) provided to the Engineering Dept. at the time of permit review.
6. The Applicant may/will be required to execute a developer agreement and post security for all engineering and landscape related improvements for each phase at the time of permitting.

TRAFFIC CONSULTANT: No objection.

BUILDING DEPARTMENT: No objection.

FIRE DEPARTMENT:

Reviews:

- Comments 1 – 17 on the Staff Report to the Review Committee Meeting of July 12, 2016.
- Applicant response on September 23, 2016 correspondence.
- Fire Dept reply on the Staff Report to the Review Committee Meeting of August 25, 2016.
- Applicant response on November 4, 2016 correspondence.
- Fire Dept reply on the Staff Report to the Planning and Zoning Board Meeting of December 6, 2016.
- Applicant response on December 21, 2016 submittal.
- Fire Dept reply on the Staff Report to the City Council Meeting of January 25, 2017.

No objections as to this site/elevation/landscape plan with the understanding that the applicant and/or owner are aware of following items:

1. All aspects of fire and life safety shall comply with Florida Fire Prevention Code 5th Ed.
*Applicant response – Acknowledged.
*Fire Dept reply – Complied.
2. Whole structure shall be entirely protected by an approved, supervised automatic fire sprinkler system designed for the specific occupancy of said area.
*Applicant response – Acknowledged.
*Fire Dept reply – Complied.
3. Fire sprinkler system shall be hydraulically calculated based on City of Plantation drought standard of 45-PSI static, 40-PSI residual, at 1100-GPM flow.
*Applicant response – Noted.
*Fire Dept reply – Acknowledgement is required for compliance.
*Applicant response – None.
*Fire Dept reply – Acknowledgement is required for compliance.
*Applicant response – Will comply.
*Fire Dept reply – Complied.
4. Provide standpipe fire hose valves on each stair floor landing, on each floor by stair door, and within 115' of any point as hose is deployed.
*Applicant response – Noted.
*Fire Dept reply – Acknowledgement is required for compliance.
*Applicant response – None.
*Fire Dept reply – Acknowledgement is required for compliance.
*Applicant response – Will comply.
*Fire Dept reply – Complied.
5. Fire sprinkler system supply line shall have its own dedicated tap directly from water main.
*Applicant response – Noted.
*Fire Dept reply – Acknowledgement is required for compliance.
*Applicant response – Shown on sheet WS1.
*Fire Dept reply – Complied.
6. Remove both existing fire department connections and it's piping, as both were abandoned after demolition of previous structure.
*Applicant response – Noted. All parts of new building sprinkler will be new.

- *Fire Dept reply – Submitted plans still show existing devices. These locations are not approved locations for the future device.
 - *Applicant response – None.
 - *Fire Dept reply – Submitted plans still show existing devices. These locations are not approved locations for the future device.
 - *Applicant response – Will comply.
 - *Fire Dept reply – Complied.
7. New fire department connection shall be free standing and at a location approved by the Plantation Fire Dept.
 - *Applicant response – Acknowledged.
 - *Fire Dept reply – Complied.
 8. The fire sprinkler system underground supply line, from the water main tap to the 12" above grade stub up next to structure, including the DDCV, shall be installed by the same fire protection contractor which holds a Category I, II or V license.
 - *Applicant response – Acknowledged.
 - *Fire Dept reply – Complied.
 9. Fire department connections require a minimum clearance of 6' to roadway and 3' to the sides.
 - *Applicant response – Noted.
 - *Fire Dept reply – Acknowledgement is required for compliance.
 - *Applicant response – Shown on sheet WS1.
 - *Fire Dept reply – Complied.
 10. Fire department connection and its adjacent fire hydrant shall face roadway, shall be located on same side of roadway, within 6' to 25' of each other, and within 6' of roadway.
 - *Applicant response – Acknowledged.
 - *Fire Dept reply – Complied.
 11. Fire hydrants require a minimum clearance of 6' to roadway and 3' around it.
 - *Applicant response – Noted.
 - *Fire Dept reply – Acknowledgement is required for compliance.
 - *Applicant response – None.
 - *Fire Dept reply – Acknowledgement is required for compliance.
 - *Applicant response – Will comply.
 - *Fire Dept reply – Complied.
 12. All curbs adjacent to any fire hydrant and/or fire department connection and any straight curb over 4' shall be designated "FIRE LANE"; this would include both sides of roadway on west side of structure from west corner of Bldg 5 to west corner of Bldg 4.
 - *Applicant response – Noted. The existing & proposed fire lane markings have been identified & shown on plan sheet PM1 of 1.
 - *Fire Dept reply – Complied.
 13. "NO PARKING - FIRE LANE" signs shall be installed per FFPC NFPA-1 and City of Plantation Engineering Dept standard. Required at the beginning and the end of each fire lane and every 60 feet in between.
 - *Applicant response – Noted. The existing & proposed fire lane markings have been identified & shown on plan sheet PM1 of 1. The City's typical fire lane detail has also been added to the plan sheet.

- *Fire Dept reply – Complied.
- 14. Fire alarm control panel shall be located in 1Fl lobby next to west entry doors.
 - *Applicant response – Noted.
 - *Fire Dept reply – Acknowledgement is required for compliance.
 - *Applicant response – None.
 - *Fire Dept reply – Acknowledgement is required for compliance.
 - *Applicant response – Will comply.
 - *Fire Dept reply – Complied.
- 15. If structure is windowless, it shall be provided with a smoke evacuation opening on each side of upper floors near separate corners and identified by a 12'x12' reflective red square on both sides.
 - *Applicant response – Acknowledged. Smoke evacuation openings have been added. Please refer to revised sheet A-201.
 - *Fire Dept reply – Complied.
- 16. Structure shall be able to provide a maintained minimum, as determined by Plantation Fire Dept, radio signal strength for fire Dept communications during in-building operations. A two-way radio communication enhancement system may be necessary to comply with this requirement.
 - *Applicant response – Noted.
 - *Fire Dept reply – Acknowledgement is required for compliance.
 - *Applicant response – None.
 - *Fire Dept reply – Acknowledgement is required for compliance.
 - *Applicant response – Will comply.
 - *Fire Dept reply – Complied.
- 17. Additional conditions may arise upon review of all required permitting plans.
 - *Applicant response – Acknowledged.
 - *Fire Dept reply – Complied.

POLICE DEPARTMENT: No objection at this time.

UTILITIES: No objection to the site plan however the following comments apply, if approved:

1. This review is preliminary and considered conceptual. Final comments will be provided at time of Construction plan submittal and subject to outside agency approvals/comments. The final review could generate additional comments.
2. Additional pre-design meeting is required with the Utilities Department
3. A Trust account must be maintained with Utilities during the entire project
4. Offsite and onsite improvements and equipment may be required at proponent's expense to support project. More specifically, **will the existing size sewer line be sufficient to handle the change in flow, if not it will be the developer's responsibility to increase line size.**
5. Show all existing water and wastewater facilities on site plan
6. Show all new and existing water and sewer lines and easements on landscaping and drainage plan.
7. Maintain all utilities and utilities easements for water and wastewater system access.
8. Full Utilities plan review & approval is required prior to permitting. No plans are for construction until marked "FINAL".
9. No structures are allowed to be installed in Utility easements.
10. All existing sewer mains (to remain) shall be video recorded by developer and reviewed by City.

11. All existing sewer manholes (to remain) shall be inspected by City. At discretion of City, any such mains shall be lined or replaced by developer and all manholes shall be interior coated with Mainstay (or approved equal) as needed
12. **If approved** and prior to a Building Permit being issued, the following must be provided:
 - \$500.00 review fee must be submitted to the Utilities Department
 - Water and Sewer Utility plans must be submitted to the Utilities dept. for review and approval.
 - BCHD and BC EPD Permits must be approved
 - Utilities Agreement must be executed
 - Utilities Performance Bond must be posted
 - Utility Easements must be executed
 - Utility Inspection fees must be paid
 - Capacity Charges must be paid in FULL.
13. Contact: Danny Pollio if you have any questions, 954.797.2209

O.P.W.C.D.:

1. Old Plantation Water Control requires an acceptable drainage plan with retention and runoff calculations and a construction drawing prior to issuance of a building permit.
2. Acceptance of As-built drawings and Certified Storm Water Inspection Report will be required prior to issuance of a Certificate of Occupancy.

WASTE MANAGEMENT:

1. To provide adequate service for the site, please increase the 2-6 yard dumpster pick up (acct #237-293299) from once a week to twice a week.

WAIVER REQUESTS:

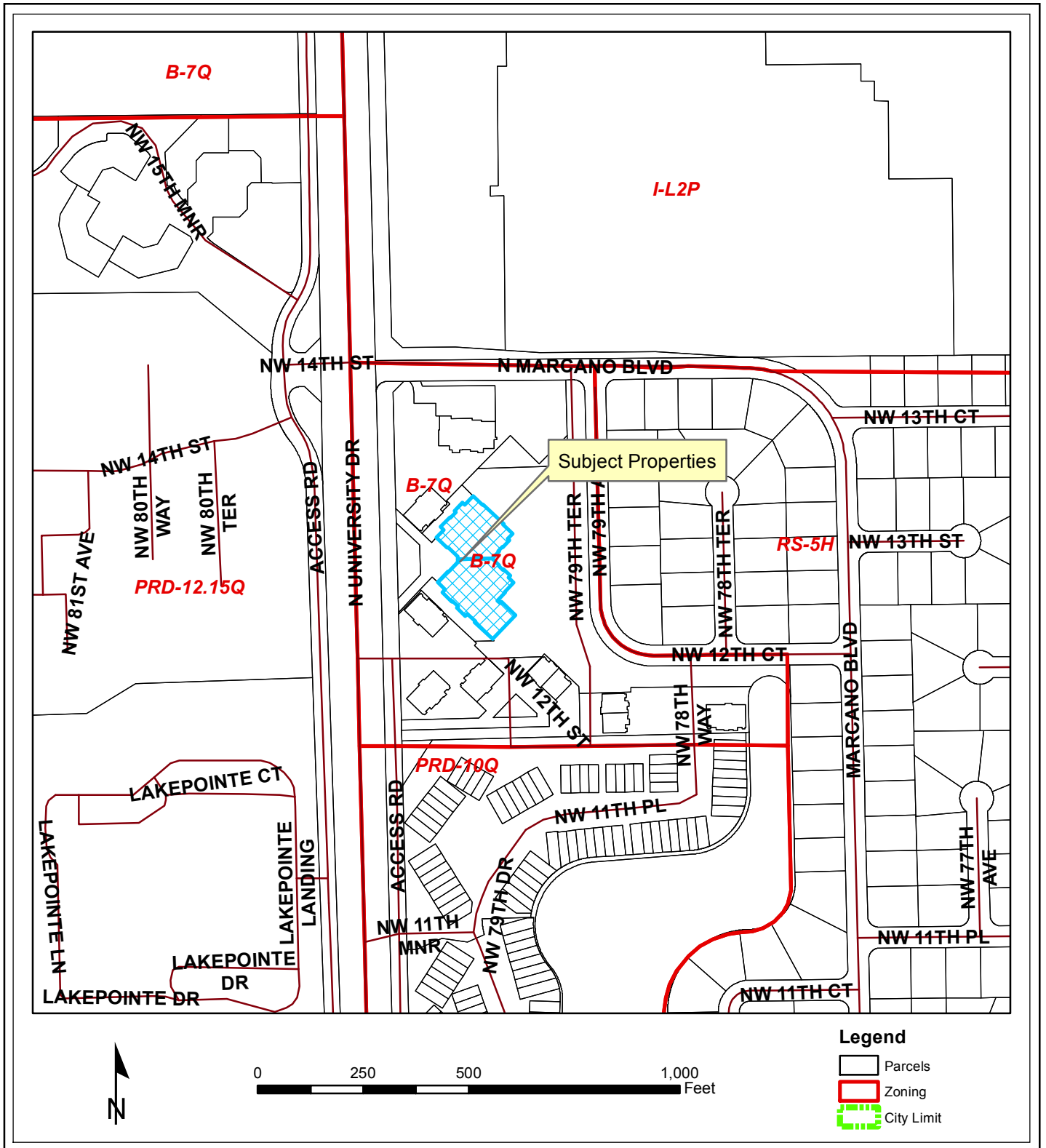
Zoning Waiver:

- 1) From: Section 27-747(d)(1), which requires two 12’X45’ commercial loading zone spaces;
To: Reduce the required commercial loading zone spaces from 2 spaces to 0 spaces.

Landscape Waivers:

- 2) From: Section 13-40(f). Interior landscaping for parking areas: Large shade trees shall be installed in all parking areas at a minimum spacing of 40’ in all parking areas. The trees shall be planted in landscaped areas which conform to the dimensional requirements as per City codes (planting islands).
To: 2 large shade trees are required in the planting island located in the NE and SE parking island – 0 provided.
- 3) From: Section 13-41(a). Pedestrian zones along building facades:
Code requires landscape pedestrian zones (lpz) to extend the full width of each façade not directly adjacent to vehicular approaches; the minimum width shall be measured from the base of the building and shall relate to the adjacent structure’s wall height. (Paved areas in the lpz may not constitute more than 5’ of required lpz.) *The 3’ roof overhang does not count towards the required landscape pedestrian zone.*
To: a. 24’ lpz is required along the southwestern façade – 13’ has been provided
b. 24’ lpz is required along the northwestern façade – 20’ has been provided
Staff has no objections to this request as the intent of the code has been met.
- 4) From: Section 13-41(a)(b). Pedestrian zones along building facades:
Code requires landscape pedestrian zones (lpz) to extend the full width of each façade abutting a parking or vehicular use area; the minimum width shall be measured from the base of the building and shall relate to the adjacent structure’s wall height. (Paved areas in the lpz may not constitute more than 5’ of required lpz.) *The 3’ roof overhang does not count towards the required landscape pedestrian zone.*
To: a. 24’ lpz is required along the eastern façade – 20’ has been provided
b. 24’ lpz is required along the northeastern façade – 12’ has been provided
Staff has no objections to this request as the intent of the code has been met.

ZONING MAP



1248 & 1310 N. UNIVERSITY DR.

CASE # PP16-0026



PLANNING, ZONING &
ECONOMIC DEVELOPMENT

PLANTATION, FLORIDA
11/22/16

AERIAL MAP



Subject Properties



0 250 500 1,000 Feet

Legend

- Parcels
- City Limit

1248 & 1310 N. UNIVERSITY DR.

CASE # PP16-0026



**PLANNING, ZONING &
ECONOMIC DEVELOPMENT**

PLANTATION, FLORIDA
11/22/16