CITY OF CORAL SPRINGS, FLORIDA

CORAL SPRINGS CITY COMMISSION MEETING

AGENDA

Wednesday, November 1, 2023
6:30 PM

Commission Chambers, City Hall
9500 West Sample Road
Coral Springs, Florida 33065

Call to Order

Roll Call

Moment of Silence

Pledge of Allegiance

Avery Skolnik, Park Springs Elementary School, 4th Grade
Sydney Skolnik, Park Springs Elementary School, 1st Grade

Recognitions/Proclamations/Presentations:

None.

Public Comment

Public Hearings/Special Meeting Announcements

1. **Ordinance 2023-121, First Reading, Amending FY 2023 Operating Budget (Ileana Petrone)**
   Request to hold public hearing and approve first reading of Ordinance 2023-121, which amends Ordinance 2023-113, which amended 2022-114 finalizing and adopting the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2022-2023, by amending Exhibit "A", the Annual Operating Budget, to increase the Charter School Fund amount by Two Hundred and Seventy Nine Thousand One Hundred and Eighty Dollars ($279,180) for a total amount of $16,556,553 and to set a second reading for November 15, 2023. (REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND HEARING)

2. **Special Exception Petition, City Village (SE23-0001) (Julie Krolak)**
   Request to hold quasi-judicial hearing and public hearing to consider petition of Amera Downtown Development, LLC seeking approval for Special Exceptions (SE23-0001) from Land Development Code Sections 2501049 (Downtown Regulating Plan), 2501055 (Circulation), 2501056 (Block Length and Perimeter), 2501058 (Building Typologies), 2501059 (DT-MU Building Type Table), and 2501061 (General Design Standards) relative to maximum building height when located near single family zoning districts, required building frontage, street design standards, block length, maximum floor heights, parking zones, street setbacks, ground floor transparency, blank wall separation, and permitted building types within the core subdistrict to accommodate the construction of a mixed-use development in the Downtown Mixed-Use (DT-MU) zoning district, located at the northwest corner of Sample Road and University Drive, legally described as Parcels A and B, Coral Hills-Sample; and Parcel A, B, Lots 1-30, Canal And Maintenance Area, and Service Drive, Village Square; and authorize the City Attorney's Office to draft an order approving SE23-0001 and adopt said order. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (SE23-

0001) (REQUEST TO HOLD PUBLIC HEARING AND QUASI-JUDICIAL HEARING, APPROVE, AUTHORIZE, AND ADOPT)

3. **Conditional Use Petition, City Village (CA23-0001) (Julie Krolak)**
Request to hold quasi-judicial hearing and public hearing to consider petition of Amera Downtown Development, LLC seeking conditional use in accordance with Land Development Code Section 2501052.1(4) to permit a large scale retail establishment greater than 40,000 square feet to accommodate a mixed-use development within the Downtown Mixed-Use (DT-MU) zoning district, located at the northwest corner of Sample Road and University Drive, legally described as Parcels A and B, Coral Hills-Sample; and Parcel A, B, Lots 1-30, Canal And Maintenance Area, and Service Drive, Village Square; and authorize the City Attorney's Office to draft an order approving CA23-0001 and adopt said order. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (CA23-0001) (REQUEST TO HOLD PUBLIC HEARING AND QUASI-JUDICIAL HEARING, APPROVE, AUTHORIZE, AND ADOPT)

4. **Conditional Use Petition, Chick-fil-A (CA23-0004) (Julie Krolak)**
Request to hold quasi-judicial hearing and public hearing to approve petition of Nicole Cianchetti, on behalf of CFNA-NC Townridge Square, LLC and Carol Ann Revere Living Trust, seeking Conditional Use approval in accordance with Land Development Code Section 250568(5) to permit improvements for the expansion of the drive-through of an existing fast-food restaurant (Chick-fil -A) within the Community Business (B-2) and Low Medium Density Multiple-Family (RM -15) zoning districts, located at 1331-1341 University Drive, east of University Drive and south of NW 14th Street, legally described as a portion of Parcel L and Lots 1-3, Block W, Ramblewood South; and authorize the City Attorney's Office to draft an order approving CA23-0004 and adopt said order. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (CA23-0004) (REQUEST TO HOLD PUBLIC HEARING AND QUASI-JUDICIAL HEARING, APPROVE, AUTHORIZE, AND ADOPT)

5. **Special Exception Petition, Chick-fil-A (SE23-0006) (Julie Krolak)**
Request to hold quasi-judicial hearing and public hearing to approve petition of Nicole Cianchetti, on behalf of CFNA-NC Townridge Square, LLC and Carol Ann Revere Living Trust, seeking Special Exception (SE23-0006) approval from Land Development Code Section 250819 (Drive-through Service Windows, Lanes, Markings and Stacking Spaces Required) relative to drive-through lane configuration to accommodate proposed improvements to an existing fast-food restaurant (Chick-fil-A) within the Community Business (B-2) and Low Medium Density Multiple-Family (RM-15) zoning districts, located at 1331-1341 University Drive, east of University Drive and south of NW 14th Street, legally described as a portion of Parcel L and Lots 1-3, Block W, Ramblewood South; and authorize the City Attorney's Office to draft an order approving SE23-0006 and adopt said order. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (SE23-0006) (REQUEST TO HOLD PUBLIC HEARING AND QUASI-JUDICIAL HEARING, APPROVE, AUTHORIZE, AND ADOPT)

Consent

6. **Minutes Approval (Georgia Elliott)**
Request to approve the City Commission meeting summaries of October 18, 2023 Workshop and October 18, 2023 Regular Meeting. (REQUEST TO APPROVE)

7. **Contract, Mulch (Robert Hunter)**
Request to award the contract for Mulch via the Southeast Florida Governmental Purchasing Cooperative Group, City of Pompano Beach, Florida, Bid No. E-28-23, to **East Coast Mulch Corp.** of Jupiter, Florida and **Advance Mulch, Inc**. of Palm Beach Gardens, Florida, from November 1, 2023 through September 25, 2024, with an option to renew for four additional one-year terms. The estimated annual expenditure is $200,000. Funding Source: Approved Operating Budget. Strategic Goal: An Attractive Community. (REQUEST TO AWARD)

8. **Arrangement Letter, External Audit Services (Kim Moskowitz)**
Request to approve the Arrangement Letter pertaining to External Audit Services for RFP #21-A-287 awarded to **RSM US, LLP** of Fort Lauderdale, Florida. Funding Source: Not Applicable. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE)

9. **Contract, Flooring Replacement at Donald A. Haupt Training Center (Chief Michael McNally)**
Request to award the contract for Bid #23-D-271F for Flooring Replacement at Donald A. Haupt Fire Training Center to **Veer Industries and General Contracting, LLC** of Coral Springs, Florida in the amount of $216,700; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $45,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD, AUTHORIZE)

10. **Amendment to Agreement, Maintenance and Repair Services for Firefighter Bunker Gear (Chief Michael McNally)**
Request to approve the increase to the estimated annual expenditure for Bid #23-B-025M, Maintenance and Repair Services for Firefighter Bunker Gear utilizing the Hillsborough County Agreement from $45,000 to $60,000 estimated annual expenditure to Fire-Dex GW, LLC of Medina Ohio. The contract period is from November 1, 2023 through November 30, 2024. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE)

11. **Agreement, Water and Wastewater Treatment Plant Construction Services (John Norris)**
Request to award contract #24-B-036M for Water and Wastewater Treatment Plant Construction Services via Martin County, Florida #RFB2020-3232 to Lawrence Lee Construction Services, Inc. of Stuart, Florida from November 1, 2023 through July 27, 2024 with the option to renew for one (1) additional one (1) year renewal; and to authorize the Purchasing Manager to execute and approve the renewal. The estimated annual expenditure is $300,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High-Performing, and Sustainable Organization. (REQUEST TO AWARD)

Policy Formation and Direction

12. **Agreements, General Contracting Services – Various Utilities and Streets Projects (John Norris)**
Request to award the LOI #23-B-311 for General Contracting Services for Various Utilities and Streets Projects to **Anzco, Inc.** of Boca Raton, Florida, **Johnson-Davis Incorporated** of Lantana, Florida, **Marcdan, Inc** . of Miami, Florida, and **Pabon Engineering, Inc.** of Miami, Florida from November 1, 2023 through October 31, 2026 with an option to renew for one (1) additional three (3) year time period for a potential cumulative total of six (6) years. The estimated annual expenditure is $ 1,000,000. Funding Source: Approved Operating and Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

13. **Technology Related Items and Services (Stephen Dyer)**
Request to approve the increase in the estimated annual expenditure amount from $350,000 to $950,000 for Technology Related Items and Services through Sourcewell Solicitation RFP #081419 to **CDW Government, LLC** of Vernon Hills, Illinois from November 1, 2023 through October 30, 2024. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE)

14. **Appointments, Nuisance Abatement Board (Chief Brad McKeone)**
Request to consider appointments of Steven Arbogast and Robert Kostick to the Nuisance Abatement Board. (REQUEST TO APPOINT)

15. **Reappointments, Various Committees (Dale Pazdra)**
Request to consider reappointments to the Community Involved Government Committee, the Environmental Sustainability Committee, the Historical Advisory Committee, Martin Luther King Jr. Committee, and the Multi-Cultural Advisory Committee, per city guidelines. (REQUEST TO REAPPOINT)

Commission Communications

City Manager's Communication

City Attorney's Communication

Adjournment

Next Regular Meeting: Wednesday, November 15, 2023, 6:30 p.m., City Commission Chambers.

If a person decides to appeal any decision made by the City Commission with respect to these matters, individual(s) must ensure that verbatim record of the proceedings is made. The record should include the testimony and evidence upon which the appeal is to be based.

Persons with disabilities who need an accommodation to participate in this proceeding should contact the City Clerk's Office at 954-344-1065 at least three (3) days in advance. If you are hearing or speech impaired, you may contact the Office of the City Clerk through the Florida Relay Service, 711.

PUBLIC COMMENT (MUNICIPAL CODE, SECTION 2-2):

The City Commission of the City of Coral Springs, at each regularly scheduled meeting (first and third Wednesdays), shall entertain public comment. Anyone desiring to address the City Commission must submit a written request to the City Clerk. Public comments will be held in the priority order in which they are received. Each request shall succinctly detail the matter to be brought before the City Commission; shall contain the address and phone number where the speaker can be reached if the need arises; and shall be dated and signed.

Items on the agenda which are not designed as Public Hearings must be discussed during the public comment period. Waiver of rules. By majority vote, the City Commission may invite public discussion on any agenda item and thereby waive the proscriptions otherwise outlined in this section.

Decorum to be maintained. In every case where a speaker is recognized by the Mayor to discuss an agenda item, speaker shall step to the podium, state their name and address for the benefit of the City Clerk, and identify any group or organization speaker represents. Speaker shall then succinctly state their position regarding the item before the City Commission. Order shall be maintained at each City Commission meeting and the Mayor is hereby empowered to order from the room anyone who refuses to comply with the rules and regulations outlined in this section. The Police Chief or his authorized agent in attendance at the meeting shall carry out the order of the Mayor in this regard.

Time limit on discussion. Subject to waiver rule contained within this section, public discussion by individual speakers shall be limited to three (3) minutes at the public comment period.

Summary Sheet

Agenda Item: 1.

Meeting Date: November 1, 2023

Subject: Ordinance 2023-121, First Reading, Amending FY 2023 Operating Budget (Ileana Petrone)

Requested Action:

Request to hold public hearing and approve first reading of Ordinance 2023-121, which amends Ordinance 2023-113, which amended 2022-114 finalizing and adopting the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2022-2023, by amending Exhibit "A", the Annual Operating Budget, to increase the Charter School Fund amount by Two Hundred and Seventy Nine Thousand One Hundred and Eighty Dollars ($279,180) for a total amount of $16,556,553 and to set a second reading for November 15, 2023. (REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND HEARING)

Funding Source: Not Applicable

Placement: Public Hearings/Special Meeting Announcements

Attachments: Summary Sheet
Ordinance 2023-121
Ordinance 2023-113
Ordinance 2022-114

Background / Description:

On September 21, 2022, the City Commission approved the Annual Operating Budget for Fiscal Year 2023 including $16,117,373 for the Charter School Fund.

On August 16, 2023, the City Commission approved ordinance 2023-113 which amended the Charter School fund by appropriating funds in the amount of $160,000 to cover the estimated additional expenditures over budget through fiscal yearend.

The Charter School fund requires an additional amendment in the amount of $279,180. Expenditures in the Charter School Fund amended budget was $16,277,373 for FY2023 while the actual expenditures were $16,556,553. The overage is primarily due to the purchase of books and educational materials for the upcoming 2023/2024 school year totaling $341,200. These expenditures were reimbursed during the last two months of the FY2023 fiscal year and were not projected in the expenditure estimate in amendment 2023-113.

Staff therefore requests that the City Commission approve the proposed budget amendment for the Charter School Fund.

Presenting: Ileana Petrone

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: November 1, 2023
Department: Budget & Sustainability
Initiated By: Ileana Petrone

DOC ID:

SUBJECT: First Reading of Ordinance 2023-121: Amending FY 2023 Operating Budget

PLACEMENT: Public Hearings

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to hold public hearing and approve first reading of Ordinance 2023-121, which amends Ordinance 2023-113, which amended 2022-114 finalizing and adopting the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2022-2023, by amending Exhibit "A", the Annual Operating Budget, to increase the Charter School Fund amount by Two Hundred and Seventy Nine Thousand One Hundred and Eighty Dollars ($279,180) for a total amount of $16,556,553 and to set a second reading for November 15, 2023. (REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND HEARING)

ATTACHMENTS:
#1—Ordinance 2023-121
#2—Ordinance 2023-113
#3—Ordinance 2022-114

BACKGROUND / DESCRIPTION:

On September 21, 2022, the City Commission approved the Annual Operating Budget for Fiscal Year 2023 including $16,117,373 for the Charter School Fund.

On August 16, 2023, the City Commission approved ordinance 2023-113 which amended the Charter School fund by appropriating funds in the amount of $160,000 to cover the estimated additional expenditures over budget through fiscal yearend.

The Charter School fund requires an additional amendment in the amount of $279,180. Expenditures in the Charter School Fund amended budget was $16,277,373 for FY2023 while the actual expenditures were $16,556,553. The overage is primarily due to the purchase of books and educational materials for the upcoming 2023/2024 school year totaling $341,200. These expenditures were reimbursed during the last two months of the FY2023 fiscal year and were not projected in the expenditure estimate in amendment 2023-113.

Staff therefore requests that the City Commission approve the proposed budget amendment for the Charter School Fund.

ORDINANCE NO. 2023-121

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, PURSUANT TO SECTION 166.041, FLORIDA STATUTES, TO AMEND ORDINANCE 2022-114, AS AMENDED BY ORDINANCE 2023-113, FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2022-2023, BY AMENDING EXHIBIT "A", THE ANNUAL OPERATING BUDGET; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City Charter and all the laws of the State of Florida, the City Commission of the City of Coral Springs finalized and adopted budgets for fiscal year 2022-2023 for the Charter School Fund as adopted by Ordinance 2022-114 on September 21, 2022; and

WHEREAS, on August 16, 2023, the City Commission of the City of Coral Springs passed Ordinance 2023-113 to amend the budget to increase the General Fund $7,815,865, Water and Sewer Fund $635,000, Equipment Service Fund $350,000, Charter School Fund $160,000, and Capital Improvement Program $7,719,196; and

WHEREAS, the City Commission acknowledges that an additional amendment to the Charter School Fund is required to the amend the Annual Operating Budget for Fiscal Year 2022-2023, as designated in Exhibit "A."

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA:

SECTION 1. Each and all of the foregoing "Whereas" clauses are true and correct and are incorporated herein.

SECTION 2. That the Annual Operating Budget approved by the City Commission on September 21, 2022, as amended on August 16, 2023, is amended as designated in Exhibit "A," attached hereto.

SECTION 3. The City Commission hereby ratifies and confirms all other provisions of Ordinance 2022-114, as amended by Ordinance 2023-113.

SECTION 4. Repeal of Conflicting Ordinances. All prior ordinances or resolutions or part thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Severability. Should any part, term or provision of this Ordinance be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 6. Effective Date. This Ordinance shall become effective upon the approval of the City Commission.

PASSED ON FIRST READING THIS _____ DAY OF _____, 2023.

PASSED ON SECOND READING THIS _____ DAY OF _____, 2023.

_____
SCOTT BROOK, Mayor

ATTEST:

_____
GEORGIA ELLIOTT, CMC, City Clerk

Unanimous ___
Motion /2nd

			Yes	No
___	___	MAYOR SCOTT BROOK	___	___
___	___	VICE MAYOR CERRA	___	___
___	___	COMMISSIONER CARTER	___	___
___	___	COMMISSIONER BOWEN	___	___
___	___	COMMISSIONER SIMMONS	___	___

EXHIBIT "A"
Annual Operating Budget

FUND		FY 2022-2023 ADOPTED BUDGET
General		$166,714,636
Water & Sewer		$29,228,001
Fire		$29,798,143
Charter School	~~$16,277,373~~	$16,556,553
Public Art		$332,400
Debt Service		$12,487,048
Health & Liability		$29,075,808
Equipment Services		$11,790,531
Tree Trust Fund		$0
Solid Waste		$6,876,374
Stormwater		$4,285,877
Museum Fund		$705,919

ORDINANCE NO. 2023-113

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, PURSUANT TO SECTION 166.041, FLORIDA STATUTES, TO AMEND ORDINANCE 2022-114, FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2022-2023, BY AMENDING EXHIBIT "A", THE ANNUAL OPERATING BUDGET AND EXHIBIT "B", THE CAPITAL IMPROVEMENT PROGRAM; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City Charter and all the laws of the State of Florida, the City Commission of the City of Coral Springs finalized and adopted budgets for fiscal year 2022-2023 for the General Fund, Water and Sewer Fund, Charter School Fund, Equipment Services Fund, and Capital Improvement Program as adopted by Ordinance 2022-114 on September 21, 2022; and

WHEREAS, the City Commission acknowledges that an additional amendment is required to the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2022-2023, as designated in Exhibits "A" and "B."

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA:

SECTION 1. Each and all of the foregoing "Whereas" clauses are true and correct and are incorporated herein.

SECTION 2. That the Annual Operating Budget and Capital Improvement Program, approved by the City Commission on September 21, 2022, are amended as designated in Exhibits "A" and "B" attached hereto.

SECTION 3. The City Commission hereby ratifies and confirms all other provisions of Ordinance 2022-114.

CERTIFICATION
I certify this to be a true and correct copy of the official record of the City of Coral Springs. WITNESSETH my hand and official seal of the City of Coral Springs, Florida, this the 29 day of August, 2023
City Clerk

SECTION 4. Repeal of Conflicting Ordinances. All prior ordinances or resolutions or part thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Severability. Should any part, term or provision of this Ordinance be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 6. Effective Date. This Ordinance shall become effective upon the approval of the City Commission.

PASSED ON FIRST READING THIS 2 DAY OF August, 2023.

PASSED ON SECOND READING THIS 16 DAY OF August, 2023.

SCOTT BROOK, Mayor

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

Unanimous ✓
Motion /2nd

			Yes	No
—	—	MAYOR SCOTT BROOK	—	—
—	—	VICE MAYOR CERRA	—	—
—	✓	COMMISSIONER CARTER	—	—
—	—	COMMISSIONER METAYER BOWEN	—	—
✓	—	COMMISSIONER SIMMONS	—	—

EXHIBIT "A"
Annual Operating Budget

FUND		FY 2022-2023 ADOPTED BUDGET
General	~~$158,898,771~~	$166,714,636
Water & Sewer	~~$28,593,001~~	$29,228,001
Fire		$29,798,143
Charter School	~~$16,117,373~~	$16,277,373
Public Art		$332,400
Debt Service		$12,487,048
Health & Liability		$29,075,808
Equipment Services	~~$11,440,531~~	$11,790,531
Tree Trust Fund		$0
Solid Waste		$6,876,374
Stormwater		$4,285,877
Museum Fund		$705,919

EXHIBIT "B"
Capital Improvement Program

FUND		FY 2022-2023 ADOPTED C.I.P.
General	~~$21,508,315~~	$29,227,511
Water & Sewer		$6,145,000
Fire		$750,759
Charter School		$714,000
Equipment Services		$2,841,213
Solid Waste		$0
Public Art		$270,000
Tree Trust Fund		$180,000
Stormwater		$1,900,000
Insurance Fund		$0
Museum Fund		$0
	~~$34,309,287~~	$42,028,483

ORDINANCE NO. 2022-114

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2022-2023; REVIEWED, MODIFIED AND APPROVED BY THE CITY COMMISSION AT MEETINGS HELD ON JULY 27, 2022, SEPTEMBER 12, 2022, AND SEPTEMBER 21, 2022, WHICH INCLUDES THE BUDGET FOR THE GENERAL FUND, WATER AND SEWER, FIRE, SOLID WASTE, CHARTER SCHOOL, STORMWATER, PUBLIC ART, DEBT SERVICE, HEALTH AND LIABILITY, EQUIPMENT SERVICES, TREE TRUST FUNDS, MUSEUM FUND, AND CAPITAL IMPROVEMENT PROGRAM FUNDS; PROVIDING THAT IN THE EVENT A VARIATION FROM THE TOTAL BUDGET IS OR BECOMES NECESSARY, THIS ORDINANCE SHALL BE AMENDED ONLY BY A SUBSEQUENT ORDINANCE CONSISTENT WITH CHAPTER 166, FLORIDA STATUTES, THE CHARTER AND CODE OF ORDINANCES OF THE CITY OF CORAL SPRINGS, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City Charter and all the laws of the State of Florida, the City Manager has presented to the City Commission proposed budgets for Fiscal Year 2022-2023 for the General Fund, the Water and Sewer, the Fire, the Solid Waste, the Charter School, the Stormwater, Public Art, Debt Service, Health & Liability, Equipment Services, Tree Trust Funds, Museum Funds, and adopted a Capital Improvement Program (C.I.P.) for the General, Water and Sewer, Fire, Charter School, Stormwater, Equipment Services, Solid Waste, Public Art, Insurance, Tree Trust Funds, and Museum Funds; and

WHEREAS, pursuant to law, the City Commission has conducted public workshop meetings as well as public hearings to review said budgets and to consider the recommendations of the citizenry relative to the adoption of said budgets; and

WHEREAS, pursuant to said meetings and public hearings and after consideration of the recommendations of its citizenry, the City Commission on this date, September 21, 2022, has finalized its General Fund, Water and Sewer, Fire, Solid Waste, Charter School, Stormwater,

CERTIFICATION
I certify this to be a true and correct copy of the official record of the City of Coral Springs. WITNESSETH my hand and official seal of the City of Coral Springs, Florida, this the 22 day of September, 2022.
City Clerk

Public Art, Debt Service, Health & Liability, Equipment Services, Tree Trust Funds, and Museum Funds and adopted a Capital Improvement Program (C.I.P.) for the General, Water and Sewer, Fire, Charter School, Stormwater, Equipment Services, Solid Waste, Public Art, Insurance, Tree Trust Funds, and Museum Funds for Fiscal Year 2022-2023, that is, October 1, 2022 through September 30, 2023; and

WHEREAS, the City Commission acknowledges that said finalized budgets reflect $158,898,771 in estimated expenditures and $158,898,771 in estimated revenues for the General Fund; $28,593,001 in estimated expenditures and $28,593,001 in estimated revenues for the Water and Sewer Fund; $29,798,143 in estimated expenditures and $29,798,143 in estimated revenues for the Fire Fund; $6,876,374 in estimated expenditures and $6,876,374 in estimated revenues for the Solid Waste Fund; $16,117,373 in estimated expenditures and $16,117,373 in estimated revenues for the Charter School Fund; $4,285,877 in estimated expenditures and $4,285,877 in estimated revenues for the Stormwater Fund; $332,400 in estimated expenditures and $332,400 in estimated revenues for the Public Art Fund; establishes a Debt Service Fund of $12,487,048; revenue and expenditures for the Health & Liability Funds in the amount of $29,075,808; revenue and expenditures for the Museum Fund in the amount of $705,919; revenue and expenditures for the Equipment Services Funds in the amount of $11,440,531; and adopting a Capital Improvement Program (C.I.P.) for the General, Water and Sewer, Fire, Charter School, Stormwater, Equipment Services, Solid Waste, Public Art, Insurance, Tree Trust Funds, and Museum Funds for a total amount of $34,309,287.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA:

SECTION 1. Each and all of the foregoing "Whereas" clauses are true and correct and are incorporated herein.

SECTION 2. That the Annual Operating Budget Fiscal Year 2022-2023, reviewed and approved by the City Commission on July 27, 2022, copy of said budget being attached hereto and made a part hereof, as Exhibit "A," as specifically as if set forth herein and as revised on September 12, 2022 and September 21, 2022, and is hereby established and adopted as the City of Coral Springs' final Annual Operating Budget for Fiscal Year 2022-2023.

SECTION 3. That the Annual Operating Budget Fiscal Year 2022-2023 establishes limitations on expenditures/expenses by fund total. Said limitation meaning that the total sum allocated to each fund for total expenditures/expenses may not be increased without specific authorization by a duly enacted Resolution and/or Ordinance effecting such amendment or transfer. However, specific activity/departmental amounts within a fund may be exceeded so long as excesses exist in other activities/departments within said fund.

SECTION 4. That the Capital Improvement Program Budget, Fiscal Year 2022-2023 for the General, Water and Sewer, Fire, Charter School, Stormwater, Equipment Services, Solid Waste, Public Art, Insurance, Tree Trust Funds, and Museum Funds reviewed and approved by the City Commission on July 27, 2022, as revised on September 12, 2022 and September 21, 2022, is hereby adopted by the City Commission of the City of Coral Springs and attached hereto and incorporated herein as Exhibit "B" as specifically as set forth herein. This also approves in concept, subject to annual review, the Capital Improvement Plan for October 1, 2022 through September 30, 2028.

SECTION 5. That when the City of Coral Springs receives monies from any source, be it private or governmental, by Grant, Gift, or otherwise, to which there is attached as a condition of acceptance, any limitation regarding the use or expenditure of the monies received, the funds so received need not be shown in the Annual Budget nor shall said budget be subject to amendment or expenditure as a result of disbursed and applied toward the purposes for which the said funds were received. To ensure the integrity of the Operating Budget, and the integrity of the monies received by the City under Grants or Gifts, all monies received as contemplated above must, upon receipt, be segregated and accounted for based upon generally accepted

accounting principles and, where appropriate, placed into separate and individual trust and/or escrow accounts from which any money drawn may only be disbursed and applied within the limitations placed upon the Gift or Grant as aforesaid.

SECTION 6. That in the event a variation from the total budget appropriation is or becomes necessary, such variations shall only become legally effective upon the adoption of an amending Ordinance consistent with Chapter 166, Florida Statutes, the Charter and Code of Ordinances of the City of Coral Springs, Florida.

SECTION 7. Repeal of Conflicting Ordinances.

All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. Severability.

Should any part, term or provision of this Ordinance be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provision shall not be affected thereby.

SECTION 9. Effective Date.

This Ordinance shall become effective on October 1, 2022.

PASSED ON FIRST READING THIS 12th DAY OF SEPTEMBER 2022.

PASSED ON SECOND READING THIS 21st DAY OF SEPTEMBER 2022.

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, MAYOR

ATTEST:

DEBRA THOMAS, CMC, CITY CLERK

Unanimous ✓
Motion /2nd

			Yes	No
___	___	Mayor Brook	___	___
___	✓	Vice Mayor Simmons	___	___
___	___	Commissioner Carter	___	___
___	___	Commissioner Cerra	___	___
✓	___	Commissioner Metayer	___	___

EXHIBIT "A"
Annual Operating Budget

FUND	FY 2022-2023 ADOPTED BUDGET
General	$158,898,771
Water & Sewer	$28,593,001
Fire	$29,798,143
Charter School	$16,117,373
Public Art	$332,400
Debt Service	$12,487,048
Health & Liability	$29,075,808
Equipment Services	$11,440,531
Tree Trust Fund	$0
Solid Waste	$6,876,374
Stormwater	$4,285,877
Museum Fund	$705,919

EXHIBIT "B"
Capital Improvement Program

FUND	FY 2022-2023 ADOPTED C.I.P.
General	$21,508,315
Water & Sewer	$6,145,000
Fire	$750,759
Charter School	$714,000
Equipment Services	$2,841,213
Solid Waste	$0
Public Art	$270,000
Tree Trust Fund	$180,000
Stormwater	$1,900,000
Insurance Fund	$0
Museum Fund	$0
	$34,309,287

Summary Sheet

Agenda Item: 2.

Meeting Date: November 1, 2023

Subject:

Special Exception Petition, City Village (SE23-0001) (Julie Krolak)

Requested Action: Request to hold quasi-judicial hearing and public hearing to consider petition of Amera Downtown Development, LLC seeking approval for Special Exceptions (SE23-0001) from Land Development Code Sections 2501049 (Downtown Regulating Plan), 2501055 (Circulation), 2501056 (Block Length and Perimeter), 2501058 (Building Typologies), 2501059 (DT-MU Building Type Table), and 2501061 (General Design Standards) relative to maximum building height when located near single family zoning districts, required building frontage, street design standards, block length, maximum floor heights, parking zones, street setbacks, ground floor transparency, blank wall separation, and permitted building types within the core subdistrict to accommodate the construction of a mixed-use development in the Downtown Mixed-Use (DT-MU) zoning district, located at the northwest corner of Sample Road and University Drive, legally described as Parcels A and B, Coral Hills-Sample; and Parcel A, B, Lots 1-30, Canal And Maintenance Area, and Service Drive, Village Square; and authorize the City Attorney's Office to draft an order approving SE23-0001 and adopt said order. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (SE23-0001) (REQUEST TO HOLD PUBLIC HEARING AND QUASI-JUDICIAL HEARING, APPROVE, AUTHORIZE, AND ADOPT)

Funding Source: Not Applicable

Placement: Public Hearings/Special Meeting Announcements

Attachments: Summary Sheet
#1 - Petition and Backup
#2 - Special Exceptions Table
#3 - Site Map
#4 - Aerial Map
#5 - Site Plan and Elevations
#6 - Traffic Review Memorandum
#7 - Updated Noise Review
#8 - Adjacent Properties
#9 - Community Outreach By Petitioner

Presenting: Julie Krolak

Meeting: November 1, 2023
Department: Development Services/ Community Development
Initiated By: Julie Krolak
DOC ID:1752

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Special Exception Petition (SE23-0001) City Village

PLACEMENT: Public Hearing

REQUESTED ACTION: Request to hold quasi-judicial hearing and public hearing to consider petition of Amera Downtown Development, LLC seeking approval for Special Exceptions (SE23-0001) from Land Development Code Sections 2501049 (Downtown Regulating Plan), 2501055 (Circulation), 2501056 (Block Length and Perimeter), 2501058 (Building Typologies), 2501059 (DT-MU Building Type Table), and 2501061 (General Design Standards) relative to maximum building height when located near single family zoning districts, required building frontage, street design standards, block length, maximum floor heights, parking zones, street setbacks, ground floor transparency, blank wall separation, and permitted building types within the core subdistrict to accommodate the construction of a mixed-use development in the Downtown Mixed-Use (DT-MU) zoning district, located at the northwest corner of Sample Road and University Drive, legally described as Parcels A and B, Coral Hills-Sample; and Parcel A, B, Lots 1-30, Canal And Maintenance Area, and Service Drive, Village Square; and authorize the City Attorney's Office to draft an order approving SE23-0001 and adopt said order. Funding Source: Not applicable. (REQUEST TO HOLD PUBLIC HEARING AND QUASI-JUDICIAL HEARING, APPROVE, AUTHORIZE, AND ADOPT) (SE23-0001) Strategic Goal: A Family-Friendly Community.

LOCATION: Generally located at the northwest corner of Sample Road and University Drive (See Location Map)

PRIOR ACTION:

10/09/2023	Board voted (4-1) to forward a favorable recommendation to Commission for Requests 5,7-13,15, and 21-26 subject to conditions, and forward a recommendation of denial for Requests 1-4,6,14,16-20, and 27-29.
09/18/2023	Planning & Zoning Board deferred SE23-0001 to the October 9, 2023 meeting.
03/16/2022	Commission adopted Resolution 2022-008 authorizing the sale and conveyance of Parcel A Coral Hills-Sample Plat (the old City Hall) and "Service Drive" of Village Square Plat.
11/04/2020	Commission adopted Resolution 2020-040 declaring Parcel A of Coral Hills-Sample Plat and "Service Drive" of Village Square Plat as surplus properties.
01/17/2018	Commission adopted Ordinances 2017-115 & 2017-116, creating the Downtown Mixed-Use (DT-MU) Zoning District and rezoning 88 acres to DT-MU Core.

STAFF RECOMMENDATION: THAT THE CITY COMMISSION:

1. **HOLD A QUASI-JUDICIAL HEARING AND PUBLIC HEARING AND APPROVE REQUESTS 5,7-13,15,21-26 AS DEPICTED ON ATTACHMENT #2 RELATIVE TO SE23-0001 WITH THE FOLLOWING CONDITIONS:**
   - **A. THE GROCER TENANT PROPOSED WITHIN BUILDING 1 SHALL COMPLY WITH REQUIRED SETBACKS FOR MID-RISE BUILDINGS ALONG UNIVERSITY DRIVE IN ACCORDANCE WITH CODE SECTION 2501059;**
   - **B. THE PROPOSED SITE PLAN HAS BEEN REVIEWED AS ONE DEVELOPMENT AND SHALL BE DEVELOPED IN ONE PHASE. SHOULD THE PETITIONER REQUEST PHASING OR A CHANGE IN THE MIX OF USES, ADDITIONAL REVIEW AND APPROVAL BY STAFF AND COMMISSION WILL BE REQUIRED;**
   - **C. ANY REQUIRED IMPROVEMENTS/ADDITIONS TO CITY WATER AND SEWER FACILITIES SHALL BE CONSTRUCTED PRIOR TO VERTICAL CONSTRUCTION OF THE FIRST BUILDING;**
   - **D. PETITIONER SHALL WORK WITH STAFF AND THE CITY'S TRAFFIC CONSULTANT TO MINIMIZE TRAFFIC IMPACTS TO CORAL HILLS DRIVE TO ELIMINATE THE RIGHT-TURN OUT OF PROJECT SITE ONTO CORAL HILLS DRIVE.THE PETITIONER SHALL SUBMIT A TRAFFIC SIGNAL WARRANT STUDY FOR BROKEN WOODS DRIVE AND UNIVERSITY DRIVE WITHIN SIX (6) MONTHS OF THE CERTIFICATE OF OCCUPANCY FOR BUILDING 1;**

Subject: City Village Special Exception (SE23-0001)

E. **PETITIONER SHALL REDUCE THE TAPER LENGTH OF THE EASTBOUND LEFT TURN LANE ON SAMPLE ROAD AND THE PROJECT DRIVEWAY/NW 94TH AVENUE TO PROVIDE ADDITIONAL STORAGE DIMENSION FOR VEHICLES TURNING INTO THE PROJECT;**
F. **PETITIONER SHALL WORK WITH STAFF TO REVISE SITE PLAN TO MAINTAIN EXISTING DRIVEWAY OPENING ON UNIVERSITY DRIVE;**
G. **DELIVERY TRUCKS SHALL BE RESTRICTED FROM PARKING AND IDLING ON MAIN STREET OR PEDESTRIAN STREET (RUNNING NORTH/SOUTH);**
H. **PETITIONER SHALL COMPLY WITH RECOMMENDATIONS PROVIDED BY THE CITY'S NOISE CONSULTANT DATED SEPTEMBER 15, 2023, AND ANY ADDITIONAL RECOMMENDATIONS PROVIDED AS A RESULT OF ANY CHANGES TO THE SITE PLAN;**
I. **LANDSCAPE MATERIAL SHALL BE INSTALLED AT THE SAME HEIGHT AND CALIBER FOR THE ENTIRE PERIMETER PRIOR TO OBTAINING FIRST TEMPORARY CERTIFICATE OF OCCUPANCY OR CERTIFICATE OF OCCUPANCY FOR THE FIRST BUILDING;**
J. **LARGER TREES SHALL BE INSTALLED ON SITE AT A HEIGHT BETWEEN 16'-18' TO COINCIDE WITH EXISTING DEVELOPMENTS NEARBY;**
K. **LANDSCAPING SHALL BE INSTALLED ALONG THE RIGHTS-OF-WAY AND ADJACENT RESIDENTIAL AREAS TO CREATE SUBSTANTIAL AND TIERED BUFFERS;**
L. **PETITIONER SHALL ENTER INTO AN AGREEMENT WITH THE CITY TO MONITOR THE LONG-TERM MAINTENANCE OF LANDSCAPING WITHIN THE RIGHTS-OF-WAY AND SUBMIT A CASH BOND IN THE AMOUNT OF 50% OF THE FAIR MARKET VALUE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY (C/O);**
M. **ANY PLATTING ACTIONS REQUIRED BY THE CITY AND COUNTY SHALL BE COMPLETED AND APPROVED PRIOR TO ISSUANCE OF ANY BUILDING PERMITS, INCLUDING BUT NOT LIMITED TO CROSS ACCESS/PARKING AGREEMENTS;**
N. **ANY EASEMENTS REQUIRED TO BE DEDICATED OR VACATED SHALL BE APPROVED BY CITY COMMISSION PRIOR TO ISSUANCE OF ANY BUILDING PERMIT;**
O. **PETITIONER SHALL ENTER INTO A RIGHT-OF-WAY AGREEMENT FOR PAVERS AND OTHER RIGHTS-OF-WAY IMPROVEMENTS (ROADWAYS/LANDSCAPE) PRIOR TO CERTIFICATE OF COMPLETION (C/C) OR CERTIFICATE OF OCCUPANCY (C/O);**
P. **ANY REQUIRED RIGHT-OF-WAY IMPROVEMENTS SHALL RECEIVE CERTIFICATES OF COMPLETION (C/C) PRIOR TO OBTAINING FIRST TEMPORARY CERTIFICATE OF OCCUPANCY OR FINAL CERTIFICATE OF OCCUPANCY (C/O) FOR THE FIRST BUILDING;**
Q. **OWNER SHALL ENTER INTO A SECURITY AGREEMENT, INCLUDING TRESPASS/BARRING PROGRAM WITH THE CITY (PRE AND POST CONSTRUCTION);**
R. **MASTER SIGNAGE PROGRAM SHALL BE ADOPTED TO ADDRESS SIGNAGE THROUGHOUT THE ENTIRE DEVELOPMENT;**
S. **THE PROJECT SHALL BE SUBSTANTIALLY DEVELOPED ACCORDING TO THE CONDITIONS DESCRIBED IN THIS MEMORANDUM;**
T. **UPON SUBSTANTIAL COMPLETION, THE SPECIAL EXCEPTION SHALL RUN WITH THE LAND AND MAY BE TRANSFERRABLE FROM ONE OWNER TO ANOTHER; AND**

2. **DENY REQUESTS 1-4,6,14,16-20, AND 27-29 AS DEPICTED ON ATTACHMENT #2 RELATIVE TO SE23-0001; AND**

3. **AUTHORIZE THE CITY ATTORNEY'S OFFICE TO DRAFT AN ORDER APPROVING SE23-0001 AND ADOPT SAID ORDER.**

169 property owners have been notified.

ATTACHMENTS:
#1 – Petition (SE23-0001) with Backup
#2 – Special Exceptions Table
#3 – Site Map
#4 – Aerial Map
#5 – Proposed Site Plan and Elevations
#6 – Letter from City's Traffic Consultant, Traf Tech Engineering, Inc.
#7 – Letter from City's Noise Consultant, Noise Control Services
#8 – Correspondence from Adjacent Property Owners
#9 – Petitioner's Community Outreach Meeting Summary and Minutes

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet
Meeting: November 1, 2023

Subject: City Village Special Exception (SE23-0001)

SUBJECT: PETITION OF AMERA DOWNTOWN DEVELOPMENT COMPANY, LLC SEEKING APPROVAL OF SPECIAL EXCEPTIONS FROM LAND DEVELOPMENT CODE SECTIONS 2501049 (DOWNTOWN REGULATING PLAN), 2501055 (CIRCULATION), 2501056 (BLOCK LENGTH AND PERIMETER), 2501058 (BUILDING TYPOLOGIES), 2501059 (DT-MU BUILDING TYPE TABLE), AND 2501061 (GENERAL DESIGN STANDARDS) RELATIVE TO MAXIMUM BUILDING HEIGHT WHEN LOCATED NEAR SINGLE FAMILY ZONING DISTRICTS, REQUIRED BUILDING FRONTAGE, STREET DESIGN STANDARDS, BLOCK LENGTH, MAXIMUM FLOOR HEIGHTS, PARKING ZONES, STREET SETBACKS, GROUND FLOOR TRANSPARENCY, BLANK WALL SEPARATION, AND PERMITTED BUILDING TYPES WITHIN THE CORE SUBDISTRICT TO ACCOMMODATE THE CONSTRUCTION OF A MIXED-USE DEVELOPMENT IN THE DOWNTOWN MIXED-USE (DT-MU) ZONING DISTRICT, LOCATED AT THE NORTHWEST CORNER OF SAMPLE ROAD AND UNIVERSITY DRIVE, LEGALLY DESCRIBED AS PARCELS A AND B, CORAL HILLS-SAMPLE; AND PARCEL A, B, LOTS 1-30, CANAL AND MAINTENANCE AREA, AND SERVICE DRIVE, VILLAGE SQUARE.

GENERAL INFORMATION:

PETITIONER:	Amera Downtown Development Company, LLC
LOCATION:	Northwest corner of Sample Road and University Drive
LEGAL DESCRIPTION:	Parcels A & B, Coral-Hills Sample; Parcels A & B, Lots 1-30, Service Drive, And Canal & Maintenance Area, Village Square
ACREAGE:	12.82 acres
LAND USE:	Local Activity Center (LAC)
ZONING:	Downtown Mixed-Use (DT-MU)

ADJACENT ZONING/LAND USES:

North: Drainage Maintenance Easements, then Broken Woods Drive (80' wide right-of-way), then single family residences, zoned One-family Dwellings (RS-3)
South: Sample Road (110' right-of-way), then Coral Springs City Hall and Cornerstone mixed-use development, zoned Downtown Mixed-Use (DT-MU)
East: University Drive (80' right-of-way), then vacant lot, the former Publix site, pending mixed-use development known as Downtown Coral Springs Corner, zoned Downtown Mixed-Use (DT-MU)
West: Coral Hills Drive (60' right-of-way), then commercial plaza and overflow parking, split zoned as Community Business (B-2) and Medium Density Multiple Family (RM-20)

DESCRIPTION/BACKGROUND

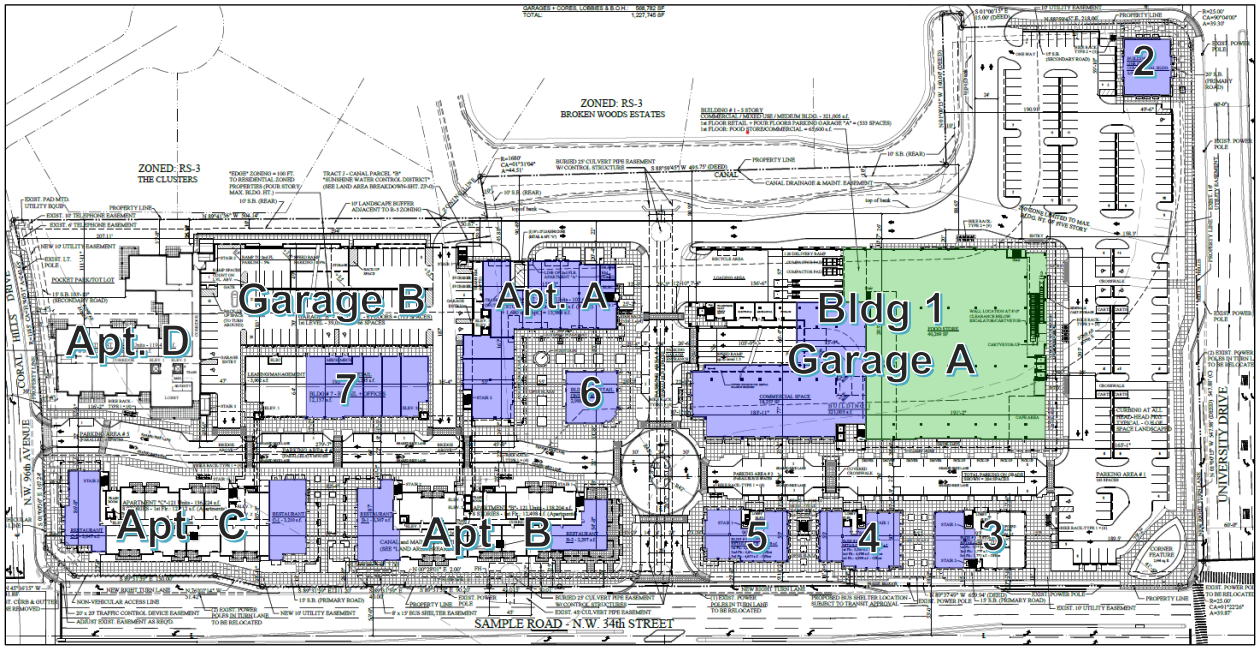
Amera Downtown Development Company, LLC, ("Petitioner") is requesting special exceptions to construct a mixed-use development at the northwest corner of University Drive and Sample Road. The development proposes 412 residential apartments, two parking garages, approximately 111,362 square feet of retail and 37,393 square feet of office use.

The site is approximately 12.82 acres (558,379 square feet) and located within the Downtown Mixed-Use (DT-MU) Zoning District.

The westernmost portion of the subject site was formerly the location of City Hall, as shown in the archived aerial imagery below, until its demolition in 2018. The plaza to the east of the former city

hall property, known as Village Square, was constructed in 1973 and largely remains in its original configuration today.

The Petitioner proposes to construct four apartment buildings, three of which propose retail uses on the ground floor. Apartment Buildings A and D are proposed along the north (rear) of the site, while Apartments B and C are situated along Sample Road, as shown on the site plan below. All four buildings are proposed at eight stories with a combined total of 412 dwelling units.



The nonresidential uses include restaurants, office space, and other miscellaneous retail uses. A grocer is proposed for Building 1, with an integrated parking garage and additional ground floor commercial space to the west of the grocer.

While the proposed development is actively in the site plan stage, it is important to note the development requires Conditional Use approval for the proposed large-scale grocer exceeding 40,000 square feet. The Conditional Use Petition, CA23-0001, is being reviewed concurrently with the Special Exception petition and is subject to Planning and Zoning Board review and City Commission approval.

ANALYSIS

The breakdown of the uses and intensities, based on the most current site plan, is shown below.

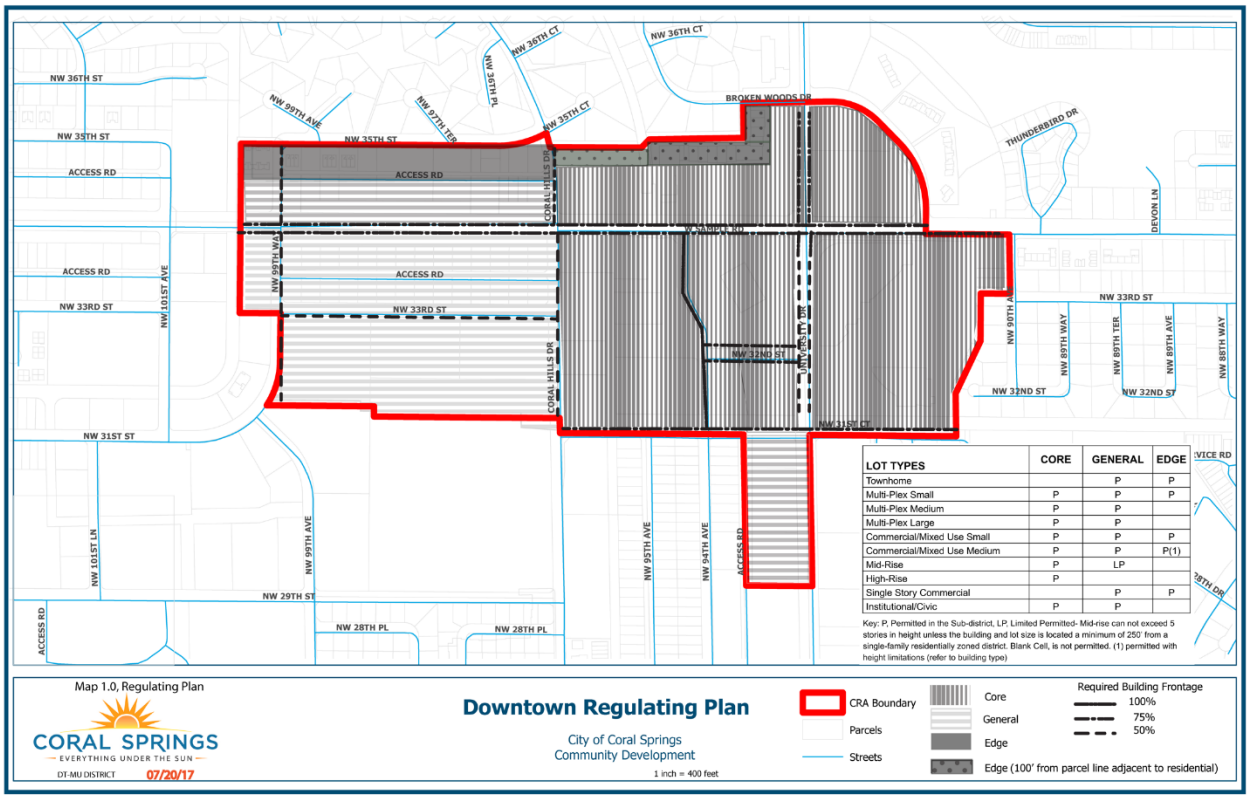
Use	Proposed Intensity
Residential	**412 Dwelling Units**
Apartment A	84 DU
Apartment B	121 DU
Apartment C	121 DU
Apartment D	86 DU
Commercial	**148,755 SF**
Retail	111,362 SF
Office	37,393 SF

While detailed further in this report, a table summarizing all of the requested special exceptions is included as Attachment #2. Requests highlighted in green have been found to generally meet the intent of the Comprehensive Plan and Land Development Code.

Section 2501049 (Downtown Regulating Plan)
This section is considered by Code as the principal tool for implementing the standards, identifying the subdistricts, permitted building types and building frontage requirements within the Downtown Mixed-Use Zoning District. While three requests from this section are sought by the Petitioner, the one request associated with the required building frontage along Sample Road is supported by Staff.

The Regulating Plan also establishes the three subdistricts of the DT-MU Zoning District: Core, General, and Edge. The development is located within the Core and Edge Subdistricts. While the Core promotes more intense uses with the highest density, the Edge subdistrict is intended to provide a 100 foot transitional buffer between the more intense subdistrict and the adjacent single family residences. When the Downtown Mixed-Use Zoning District was created, the purpose of the Edge Subdistrict was to provide the lowest mass and scale within the Downtown to ensure compatibility with adjacent single family residential homes.

Subject: City Village Special Exception (SE23-0001)



Required Building Frontage (Sample Road): The Downtown Regulating Plan requires a minimum frontage of 75% along Sample Road. The Petitioner is requesting an exception to this requirement, proposing approximately 68%. The site plan demonstrates access to the site along Sample Road. The Code does not deduct the area proposed for driveways and access from the building frontage calculation, which impacts the Petitioner's ability to meet the Code requirement. Similarly, the southeast corner of the property counts towards the calculation for frontage; however, since the Petitioner is designating the area for a future public art pad, the building frontage percentage is being further reduced.

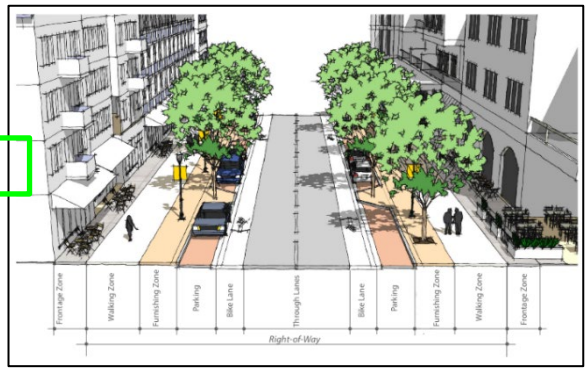
Since the proposed Main Street is required in addition to the future public art feature, Staff finds this request **meets** the criterion established for Special Exceptions.

Section 2501055 (Circulation)
This Section provides the dimensional regulations for roadway types proposed for development within DT-MU. Specifically, it establishes the parameters for both Main Street and Pedestrian Street design.

Main Street Design Parameters: Proposed developments exceeding four acres within the Core District must be constructed using a block configuration. The blocks are required to be connected using street designs established in this Section. Since the project requires a block configuration, a Main Street is required to be constructed and provide connectivity throughout the site. As shown in the figure and corresponding table below, Main Streets are required to have distinguished 5-7' wide bike lanes, separate from the through lanes. The Petitioner is proposing the Main Street

without the separate bike lanes. Instead, the plan proposes Main Street have through lanes which will be shared with cyclists, also commonly referred to as a “sharrow”. The lane is proposed to meet the through lane width requirement.

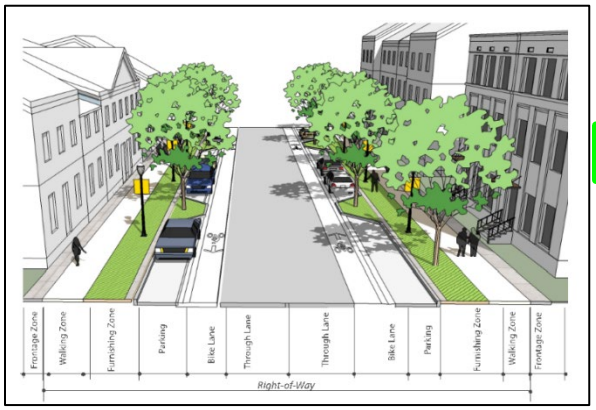
DESIGN PARAMETERS	MIN	MAX
Through Lanes (each direction)	1	2
Left Turn Lanes	—	1
Through Lane(s) Width (ft.)	10	11
Bike Lane Width (optional, not required)	5	8
Parking Lane Width (ft.) (1)	7	8
Furnishing zone width (ft.) (refer to section 2514, Landscape requirements)	6	—
Walking zone width (ft.)	6	—
Frontage Zone Width (Specific standards are located in the "private frontage requirements)		



The Petitioner states the elimination of the separate bike lanes provides additional area for enhanced landscaping along Sample Road. The justification also states as a result of the length of the roadway and roundabout, low vehicular travel speed is expected.

Staff finds this request **meets** the criterion established for Special Exceptions.

Pedestrian Street Design: The Pedestrian Street design is required by this Section to have a maximum through lane width of 11 feet. The Petitioner is proposing a Pedestrian Street, running North and South through the center of the project, at a width of 12 feet in lieu of the 11 foot maximum. The Petitioner is requesting an exception from this requirement in order to accommodate for loading access needed for the proposed future grocer tenant. Since maneuvering large trucks is needed throughout the development, Staff finds this request **meets** the criterion established for Special Exceptions.



DESIGN PARAMETERS	MIN	MAX
Through Lanes (each direction)	1	1
Left Turn Lanes	—	1
Through Lane(s) Width (ft.)	10	11
Bike Lane Width (ft.)	5	7
Parking Lane Width (ft.) (1)	7	8
Furnishing zone width (ft.) (refer to section 2514, Landscape requirements)	6	—
Walking zone width (ft.)	10	—
Frontage Zone Width (Specific standards are located in the "private frontage" requirements)		

Subject: City Village Special Exception (SE23-0001)

Section 2501056 (Block Length & Perimeter) and Lot Requirements (Section 2501059 (DT-MU Building Type Table)

Section 2501056 provides dimensional requirements for block lengths and perimeters while Section 2501059 provides dimensional requirements for lots. Since the proposed development is located in the Core District, the blocks must have a length between 300 and 500 feet. Due to the existing characteristics of the site, the Petitioner's ability to meet the Code requirements is constrained. The Petitioner is requesting an exception to the maximum allowable lengths for the two proposed blocks. The block to the east of the Pedestrian Street exceeds the 500 foot maximum length allowed along both University Drive (approximately 598') and Sample Road (approximately 578') and does not meet the minimum 300 foot block length along Broken Woods Drive (approximately 263'). The block to the west exceeds the maximum along Sample Road (approximately 654').

The Petitioner is not proposing individual lots for the project. Since the lots have a more restrictive dimensional requirement, the minimum and maximum requirements for 120 feet and 300 feet will not be met. The Petitioner is requesting an exception to this requirement with similar justification as to the request for Section 2501056.

Staff finds this request **meets** the criterion established for Special Exceptions.

Section 2501058 (Building Typologies)

Nonresidential First Floor Height: Section 2501058(2)(d) establishes height requirements for buildings, including floor heights for nonresidential and residential development. Nonresidential buildings must have a maximum ground floor height of 20 feet. The Petitioner is requesting an exception to this requirement with a proposed first floor building height of 22.5 feet for the retail Building 6, located within the eastern block of the development. The Petitioner explains the increased ground floor height is to enhance the architectural features of the building and create an illusion of the building having multiple stories. It is important to note the Petitioner is requesting an additional exception related to the building being single-story, which is not permitted within the Core Subdistrict of the DT-MU Zoning District.

Nonresidential Floor Heights, 2nd Story and Greater: The Code also requires the floors above the ground floor within nonresidential buildings be a maximum of 12 feet in height. The Petitioner is proposing Buildings 3, 4, and 5 second and third floor heights to be 13 feet in lieu of the maximum 12 feet allowable, as shown in Exhibits 7-9 included in Attachment #1 of this item.

The three buildings are proposed to accommodate retail on the ground floor and offices on the second and third floors. The Petitioner states in order to provide ten-foot ceilings for Class A Offices, and incorporate the necessary mechanical equipment, an additional foot of height is necessary.

Staff finds this request **meets** the criterion established for Special Exceptions.

Section 2501059 (DT-MU Building Type Table) – Commercial Private Frontage

This section establishes the standard requirements for the Commercial Frontage Zones. The requirements are identified in the table on the following page.

Subject: City Village Special Exception (SE23-0001)

FRONTAGE ZONE (FZ)	MIN	MAX
Building facade requirements:		
A - Distance between openings (ft.)	—	20
B - Door recess (ft.)	—	5
C - Ground floor transparency (%)	60	—
D - Height to bottom of window (ft.)	—	2.5

'C' Commercial Private Frontage - Ground Floor Transparency: Section 2501059 requires the ground floor maintain a minimum of 60% transparency. The Petitioner is requesting exceptions to this requirement for Buildings 3, 4, and 5 (the buildings east of the Pedestrian Street fronting Sample Road). Building 3 has a minimum transparency of approximately 41% along Sample Road and 53% for the east elevation facing University Drive. Building 4 has a minimum transparency of approximately 48% on the south elevation and Building 5 has approximately 44%. The Petitioner is providing pilasters and stairways, in addition to increased ground floor heights, which impact the ability to meet the Code requirement.

Staff finds this request **meets** the criterion established for Special Exceptions.

Distance Between Openings: In addition to the requirements for transparency, this Section establishes the distance between openings for Commercial Frontage Zones. The maximum allowable distance between openings is 20 feet. The Petitioner is requesting an exception from this requirement, proposing a distance of 33 feet in order to accommodate Building 1 and connected Garage A. This area of the building is intended to house the elevator and associated equipment to provide access throughout the garage and commercial tenant space.

Staff finds this request **meets** the criterion established for Special Exceptions.

Code Section 2501059 - Permitted Building Type Per Subdistrict:
This Section provides regulations on the types of permitted building types based on the zoning subdistricts. Since the proposed development is located in the Core Subdistrict, no single-story commercial buildings are permitted. The Petitioner is requesting an exception to this requirement for Buildings 2 and 6 included in the proposed development. The Petitioner is proposing to incorporate the buildings with architectural elements to create an illusion of exceeding one story to mitigate for the impacts of the request.

Staff finds this request **meets** the criterion established for Special Exceptions.

Recommendation of Denial of Special Exceptions
While Staff finds the abovementioned requests meet the criteria for Special Exceptions, the following requests do not meet the intent of the Land Development Code and Comprehensive Plan. The requests are associated with various Code Sections, and they are largely a result of the configuration along University Drive and the proposed buildings located directly adjacent to the existing single-family residences.

Subject: City Village Special Exception (SE23-0001)

The DT-MU Zoning District regulations are intended to promote developments which are pedestrian friendly with buildings fronting roadways. The buildings are intended to be designed with primary entrances directly visible and accessible from the street. As established in Code Section 2501050(1) the intent of the Core Subdistrict is to permit a range of mixed-use building types while also providing the most interconnected, walkable areas within the DT-MU. Based on the following exceptions and proposed plans, the development is not meeting the intent of the Core Subdistrict as explained below.

BUILDING FRONTAGE REQUIREMENTS

Section 2501049 (Downtown Regulating Plan)
Required Building Frontage (University Drive)

The Petitioner is seeking three requests from this Section relative to building frontage. While one of the exceptions is found to meet the criteria as provided above, the request from this Section specifically relating to the minimum frontage along University Drive is not supported by Staff. The Downtown Regulating Plan requires development projects along University Drive have a minimum of 75% building frontage. The Petitioner is proposing a frontage of approximately 10% along University Drive.

The calculation is a result of the proposed layout consisting of a surface parking lot (161 parking spaces) for the majority of the frontage along University Drive with a portion of Building 2 proposed along the northern portion of the property.

The Petitioner does not provide sufficient justification the requested Special Exception adheres to the established Special Exception criteria. Therefore, the criteria **is not** met for this request.

Required Building Frontage (Coral Hills Drive)

The Petitioner is requesting an exception to the minimum building frontage requirement for Coral Hills Drive, proposing approximately 47% in lieu of the required 50%. The Petitioner is proposing access to the site along Coral Hills Drive and the area designated for circulation impacts calculation for the total amount of building frontage. While the frontage is not being met by only 3%, the additional frontage could potentially be provided where additional open area is identified along the northern portion of the site and directly north of Main Street.

The intent of the Local Activity Center is to incorporate more walkability within the Downtown and the surrounding area and development would achieve this if buildings were proposed to be closer to the street.

The Petitioner does not provide sufficient justification the requested Special Exception adheres to the established Special Exception criteria. Therefore, the criteria **is not** met for this request.

HEIGHT LIMITATIONS BASED ON ABUTTING RESIDENTIAL DISTRICTS

The following requests sought by the Petitioner are associated with the regulations established in Sections 250149 and 2501061 of the Land Development Code.

Section 2501049 (Downtown Regulating Plan)
Height Restriction When 250 Feet From Single Family Residentially Zoned District:

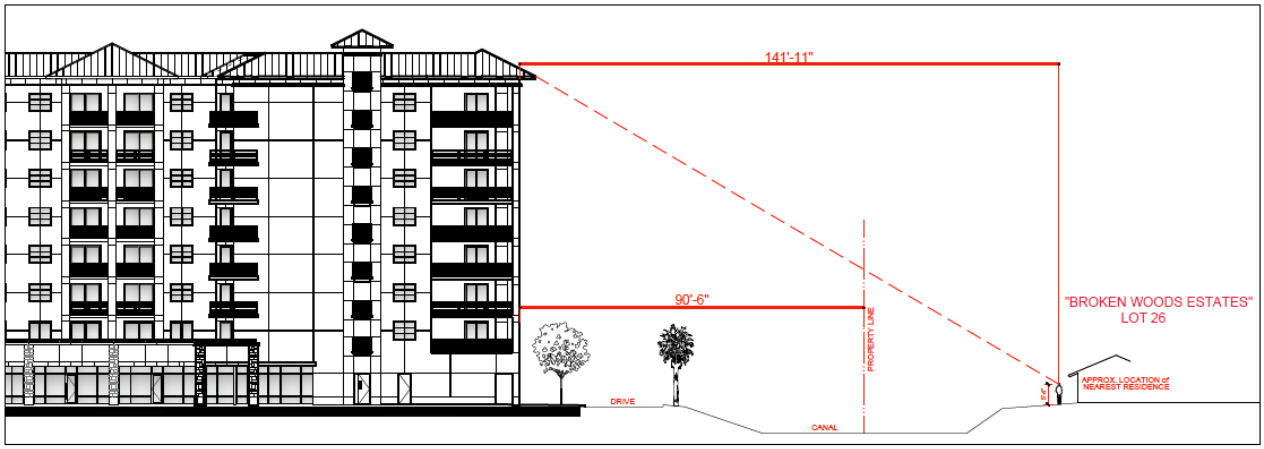
Section 2501049 limits the maximum height of building to five stories when located within 250 feet of single family residential zoning districts. The adjacent zoning district to the north of the

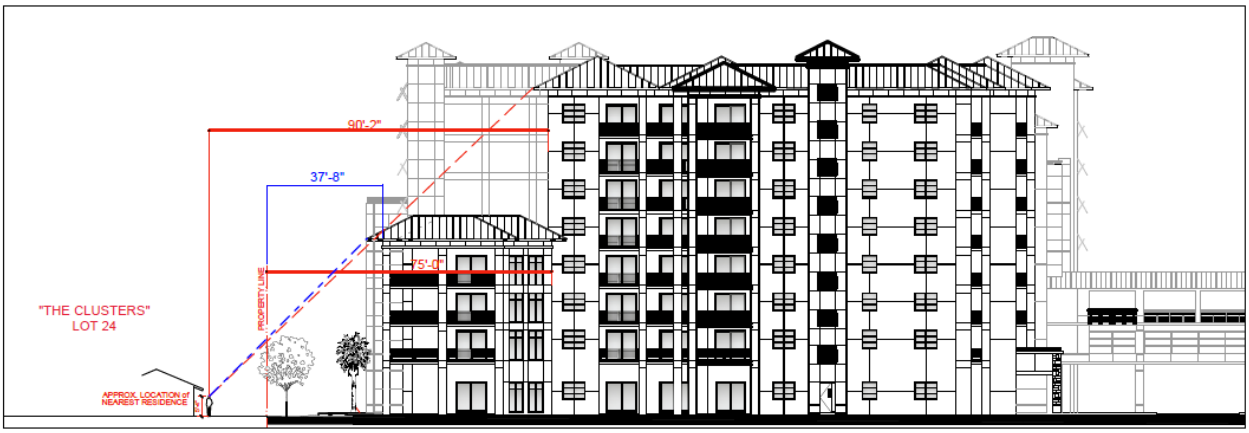
subject property is designated RS-3. As a result, the development is required to have a maximum of five stories for buildings within 250 feet of the neighboring residences.

However, the Petitioner is proposing two, 8-story buildings (Apartment A and D) and one, 6-story building (Garage B/Building 7), within the 250-foot buffer. The additional floor proposed for Garage B/Building 7 is to accommodate the additional parking and amenities associated with the residential uses.

Based on the sight diagrams provided by the Petitioner, there is an anticipated impact to the existing residents to the north of the proposed development.

Line of Sight From Existing Adjacent Residences To Proposed Apartment 'A' Facing West (East Elevation).





Line of Sight From Existing Adjacent Residences To Proposed Apartment 'D' Facing East (West Elevation).

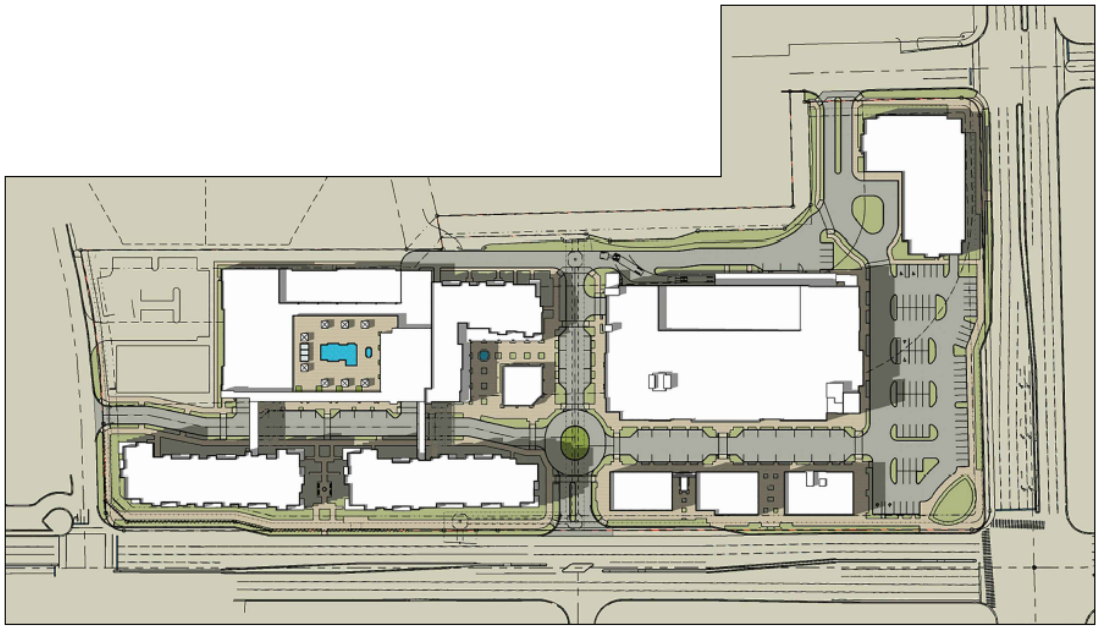
The Petitioner justifies these Special Exceptions by stating the economic viability of the project is directly tied to having a high number of dwelling units to generate the revenue to construct the

retail portion of the project. The Petitioner expresses in their Petition (page one of the Special Exceptions Narrative, included in Attachment #1) the availability of the additional dwelling units associated with the request is in the general public welfare for residents who want to live in close proximity to the redeveloped Coral Springs Downtown.

While economic viability is a factor for all proposed development, the buffering requirements established in the Land Development Code are in place to maintain the integrity of the existing, lower-density residential zoning districts. When the DT-MU Subdistricts were established in 2017, the intent of the Edge Subdistrict (within 100 feet of single family residential) was to ensure there was substantial distance between the lower density single family districts and the increased density and intensity of the Core Subdistrict. When providing a lower density subdistrict between the Core and single family residences, the intended outcome was to maintain the privacy of the existing residences while accommodating for the future population of the Downtown. Since the proposed buildings exceed the allowable height within the buffer area, there is a likelihood the development as proposed will impede the privacy of the established single family community.

The Petitioner does not provide sufficient justification the requested Special Exception adheres to the established Special Exception criteria. Therefore, the criteria **is not** met for this request.

Section 2501061 (General Design Standards)
Height When Adjacent To Residential Area(s):
The Petitioner is requesting an exception to the buffering requirements established for development when abutting residential areas. Specifically, Code Section 2501061(1)(a) states "*no building type may exceed four (4) stories when directly adjacent to existing or planned single family residential.*" It should be noted this section of Code is more restrictive than the requirement established in 2501049, referenced above.



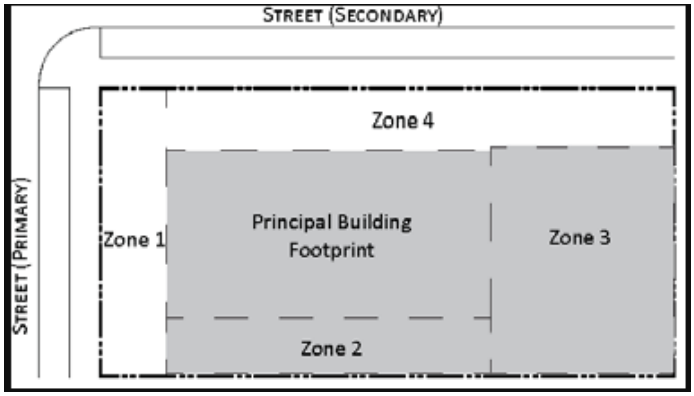
It should also be noted the proposed development has gone through several iterations since its initial design. Previously, the 8-story residential buildings were not proposed in the location they are presently. From the initial submittal in 2021, Apartment D was not included in the design, and

the Garage A was four stories, but Apartment A remained at five stories (imagery shown on previous page). The current modifications to the Petitioner's design have subsequently resulted in more special exception requests.

The Petitioner does not provide sufficient justification the requested Special Exception adheres to the established Special Exception criteria. Therefore, the criteria **is not** met for this request.

PARKING PROVISIONS

Section 2501059 (DT-MU Building Type Table) The Petitioner is proposing to construct mid-rise buildings. As such, the structure is required to adhere to the Downtown Mixed-Use 'Mid-Rise' building type requirements. Based on the requirements, parking is prohibited along the portions of the site fronting primary and secondary streets, referred to as Zones 1 and 4, and as shown in the graphic to the right.



The Petitioner is proposing a surface parking lot fronting University Drive, considered Zone 1 in relation to the Code requirements. The surface parking lot is proposed to contain 161 parking spaces. The Petitioner expresses in their narrative that if the parking field were to be eliminated from the design, the grocer tenant would not agree to the land lease for the development.

Based on the parking requirements established by Code, the total required parking for the site amounts to 1,005 spaces. The Petitioner is proposing 1,446 spaces, exceeding the requirement by 441 spaces. The eastern block where the proposed grocer is located is required to have a total of 315 spaces; the Petitioner is proposing 720 parking spaces, almost doubling the Code requirement.

Not only is the additional surface parking proposed by the Petitioner not necessary to comply with Code, it directly affects the Petitioner's ability to comply with the other requirements established for the DT-MU Zoning District, such as frontage requirements along University Drive and building setback requirements.

The Petitioner does not provide sufficient justification the requested Special Exception adheres to the established Special Exception criteria. Therefore, the criteria **is not** met for this request.

Subject: City Village Special Exception (SE23-0001)

STREET SETBACK REQUIREMENTS

Section 2501059 (DT-MU Building Type Table) Building Envelope, Street Setbacks This Code Section establishes the dimensional requirements for buildings based on their location to Sample Road, University Drive, and Secondary Roads. The Petitioner is requesting exceptions from the requirements for Buildings 1 and 3 abutting University Drive, Apartments B and C abutting Sample Road, in addition to Apartment C and D abutting Coral Hills Drive. The Building Type Table shown to the right, dictates the setbacks for buildings in relation to the abutting roadway.

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft.)	120	300
B - Lot Depth (ft.)	—	500
C - Lot Size (sf.)	—	150,000
D - Lot Coverage (%)	—	90
BUILDING ENVELOPE	**MIN**	**MAX**
E - Street Setback (ft.)	Refer to specific street type for setback:	
Sample Road	5	30
University Drive	10	20
Secondary Roads	5	15
F - Side Setback (ft.)	0	—
G - Rear Setback (ft.)	10	—
H - Frontage Buildout (%)	Regulating Plan	

University Drive: The Petitioner is requesting a Special Exception from the setback required for buildings along University Drive. Code Section 2501059 requires the buildings be setback between 10 and 20 feet. The Petitioner is proposing minimum setbacks for Buildings 1 and 3 at distances of approximately 165 feet and 189 feet in lieu of the maximum allowable setback of 20 feet. A factor in the Petitioner's inability to meet the setback requirements is the proposed surface parking lot abutting University Drive.

The Petitioner does not provide sufficient justification the requested Special Exception adheres to the established Special Exception criteria. Therefore, the criteria **is not** met for this request.

Sample Road: The Petitioner is requesting exceptions from the requirements for Apartments B and C, abutting Sample Road. Based on the Mid-Rise Building Type Table, the minimum and maximum setbacks for buildings along Sample Road are 5 feet and 30 feet, respectively. The Petitioner is requesting an exception to the maximum setback allowed along Sample Road to accommodate Apartment B at a setback of approximately 32 feet from the lot line abutting Sample Road.

The Petitioner justifies the exception is to accommodate landscaping. However, the configuration further minimizes the walkability of the site when the development does provide access along the roadway as intended by the DT-MU Zoning District Regulations. The Petitioner does not provide sufficient justification the requested Special Exception adheres to the established Special Exception criteria. Therefore, the criteria **is not** met for this request.

Coral Hills Drive: The Code requires setbacks for buildings along Secondary Roads to be between 5 to 15 feet from the property line. Since Coral Hills Drive is considered a Secondary Road, the development must comply with the Code requirement. The Petitioner is requesting an exception to this requirement for a proposed setback of approximately 17 feet for Apartment D and approximately 20 for Apartment C. Similar to the request above, the Petitioner justifies the exception is to accommodate for landscaping.

The Petitioner does not provide sufficient justification the requested Special Exception adheres to the established Special Exception criteria. Therefore, the criteria **is not** met for this request.

Subject: City Village Special Exception (SE23-0001)

CRITERIA FOR A SPECIAL EXCEPTION

A Special Exception is relief granted by the City Commission whenever the Commission determines literal enforcement of any section of the Land Development Code has one of the two following effects:

1. Produces a result, which is not only a burdensome hardship, but is inconsistent with the general public welfare; or,

2. Produces a result, which is not only inconsistent with municipal intent in the adoption of any particular section of the Land Development Code, inclusive of the Comprehensive Plan, but also inconsistent with the general public welfare.

The Petitioner is seeking relief under the first criteria. Staff has reviewed the petition and finds that while several of the requests meet the Special Exception criteria as required by the Land Development Code, several do not. Further, if all special exceptions sought by the Petitioner were approved, it is anticipated to produce a result which would be inconsistent with the Goals, Policies, and Objectives of the Comprehensive Plan relative to the Local Activity Center, which are the following:

Goal 6.0.0: To promote within the area known as Downtown Coral Springs as a Local Activity Center (LAC) as a zone of pedestrian activity, social life and civic activities with a sense of place unique to Coral Springs. The LAC will be a quality environment that sparks the pride of local residents and the continued investment in and growth of community businesses and commercial services in accordance with the Broward County Land Use Plan.

Objective 6.1.0: The City will monitor all new revitalization efforts via their effects on increased economic and pedestrian activity in the Local Activity Center.

Policy 6.1.1: The Local Activity Center will support the location of uses in a manner oriented around the five-minute (i.e. quarter mile) walk. The City will ensure a mix of uses within the Downtown that:

- Promotes a day time and night time activity center,
- Shares parking facilities,
- Expands the number of pedestrian trips between uses internal to the Downtown,
- Facilitates alternative modes of transportation including bicycle, pedestrian, and public transportation linkages such as shuttle buses, and
- Enhances the proximity of living and working environments.

While most of the buildings have demonstrated pedestrian connectivity, five of the proposed building locations deviate from the allowed setbacks, ranging from a difference of two feet to approximately 158 feet away from the right-of-ways, minimizing the walkability of the throughout the site.

Policy 6.1.1 states the mix of uses should expand the number of pedestrian trips and facilitate alternative modes of transportation. Given the proposed 161 surface parking lot and the distance from Building 1 to University Drive, this policy is not being met through the proposed development.

More so, the surface parking also results in buildings further away from the right-of-way, which directly impacts the walkability and promotion of increasing the amount of pedestrian trips.

In addition to reducing the pedestrian trips and walkability, there are anticipated adverse impacts related to high density development encroaching within the Edge subdistrict. The intent of the area designated as Edge is to provide a buffer from larger structures abutting residential by providing the lower intensity and densities. The protection provided by the Code in respect to the allowable development within the Edge would no longer be provided if several of the special exception requests were approved.

CONCLUSION

Based on the above analysis and plans provided by the Petitioner, Staff find this Special Exception Petition meets the criteria as required by the Land Development Code for a portion of the requested exceptions, as detailed on page 1 and 2. Staff recommends the Planning and Zoning Board forward the recommendations to the City Commission relative to SE23-0001 with the conditions identified in this memorandum.

Additionally, Staff finds portions of the Special Exception Petition do not meet the criteria required by the Land Development Code. Staff recommends the Planning and Zoning Board forward a recommendation of denial for the items depicted on page 2 of this memorandum.

INTERVENING ACTION FROM THE SEPTEMBER 18, 2023 PLANNING & ZONING BOARD MEETING

The Special Exception Petition was originally scheduled to be heard at the September 18, 2023 Planning and Zoning Board meeting. Due to a technical error in posting the backup material online, the item was deferred to the October 9, 2023 meeting. While the Petition was not heard during the September meeting, residents in attendance voiced their concerns related to the development, including the impacts to adjacent residential homes, traffic, and ability for the project to meet the intent of the Downtown District. Letters of concern from residents are included in this packet as Attachment #8.

INTERVENING ACTION FROM THE OCTOBER 9, 2023 PLANNING & ZONING BOARD MEETING

During the Planning and Zoning Board meeting, many residents expressed concerns for the development and its impacts to the surrounding neighborhoods, mainly the proposed height of the buildings with the proximity to their homes, number of special exceptions, increased traffic, and potential impacts to Coral Hills Drive and Broken Woods Drive. The Planning and Zoning Board expressed concerns with the number of special exceptions, not meeting with surrounding residents, and the ability of the development to meet the vision of the Downtown.

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet
Meeting: November 1, 2023

Subject: City Village Special Exception (SE23-0001)

The Board voted (4-1) to forward a favorable recommendation for Requests 5,7-13,15, and 21-26 as depicted on Attachment #2, subject to conditions, and unanimously voted (5-0) to forward recommendation of denial for Requests 1-4,6,14,16-20, and 27-29, as depicted on Attachment #2, to City Commission. In their motion, the Board revised Condition D to require the Petitioner conduct a signal warrant study for Broken Woods Drive and University Drive within six months of obtaining Certificate of Occupancy for Building 1. Staff has also included an additional condition (Condition F), requiring the Petitioner revise the site plan to maintain a driveway opening along University Drive to assist with traffic circulation. The revised conditions are listed on pages 1 and 2 with Condition F highlighted.

On October 11, 2023 at 12:30 p.m., the Petitioner met with residents at the Chabad on University Drive to discuss their concerns with the proposed development. The Petitioner held an additional meeting on Tuesday, October 17, 2023 at 7:30 p.m. to accommodate residents unable to attend the previous outreach meeting. Similar concerns were expressed by attendees as were heard at the Planning and Zoning Board meeting.

Another community outreach meeting was coordinated by the Petitioner for Wednesday, October 25 at 6:45 p.m. at City Hall. The sign-in sheets, summaries, and letter sent to residents by the Petitioner are included as Attachment #9 of this memorandum.

Community Development
9500 West Sample Road | Coral Springs, FL 33065
coralsprings.gov/communitydevelopment
Phone: (954) 344-1160 | Fax: (954) 344-1181
Monday-Thursday 8:00 am-5:30 pm | Friday 8:00 am-3:00 pm

Hover form fields for instructions.

Special Exception (SE) Petition

Received 3/27/23
SE23-0001
mlmsmith

To: PLANNING AND ZONING BOARD AND/OR CORAL SPRINGS CITY COMMISSION
A SPECIAL EXCEPTION FROM THE CORAL SPRINGS LAND DEVELOPMENT CODE IS HEREBY REQUESTED

Petitioner Information

Name: Amera Downtown Development C | Email: Michael@Ameracorporation.com

Street address: 2900 N. University Drive | Phone: 9547539500

City: Coral Springs | State: Florida | ZIP Code: 33065

Legal description of subject property: (See Attached)

Owner
Relation to subject property

Code provision(s) from which you seek relief

According to Section 101 of the Coral Springs Land Development Code, a Special Exception is relief that may be granted when a literal enforcement of a particular code section would have one of the following results. Select the statement that applies and provide the requested information in the space provided below.

- (●) Produces a result which is not only a burdensome hardship, but is also inconsistent with the general public welfare
  1. Explain in detail how this code section produces a result which is a burdensome hardship.
  2. Explain in detail how this code section is inconsistent with the general public welfare.

- ( ) Produces a result which is not only inconsistent with the Municipal intent in the adoption of any particular section of the Municipal Code, inclusive of the Comprehensive Plan, but also inconsistent with the general public welfare
  1. Explain in detail how this code section produces a result which is inconsistent with Municipal intent underlying any particular section of the Municipal Code.
  2. Explain in detail how this code section is consistent with the general public welfare.

Detailed explanation of the option selected above

(See Attached)

THIS IS TO CERTIFY THAT I AM THE OWNER OF THE SUBJECT PROPERTY DESCRIBED IN THIS SPECIAL EXCEPTION. I HAVE READ THIS PETITION AND THE STATEMENTS CONTAINED HEREIN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

◉ I am the owner in fee simple of subject lands described above in the Petition for Administrative Variance.

○ I am the owner of subject lands described above in the Petition for Variance and that I have authorized the following person to make and file the aforesaid petition.

Michael Rahael, President of Manager of Amera Downto

Name

2900 N. University Drive, Coral Springs, FL 33065

Address

Owner signature/date

9547539500

Phone

Petitioner signature/date (if not owner)

Notary Public

The foregoing instrument was acknowledged before me on March 27, 2023

by means of: ○ physical presence ○ online notarization ○ took an oath ○ did NOT take an oath

○ personally known ○ produced identification ID type _____

Sofia Calderon 3/27/2023

Notary signature/date

March 24, 2025

My commission expires

NOTARY PUBLIC STATE OF FLORIDA

SOFIA CALDERON
Commission # HH 092217
Expires March 24, 2025
Bonded Thru Budget Notary Services

Notary seal

Application is not complete and will not be scheduled for processing until the following items are provided:

- Site and location maps of the subject property, containing digital PDF copies of all documents
- Two (2) sets of site plans of subject property for actual submission to Planning & Zoning Board
- Proof of ownership of the property (attorney's opinion of title or title certificate dated within 30 days of submission
- Property owner approval of the petition
- Proof of non-profit status, if applicable

Fee: $2,388.43 plus recordation fee, property owner notification, and/or advertising costs to be determined by City Clerk (954-344-1065).

Submit by Email

To Be Completed by the Community Development Division

JKL — Accepted by

SE23-0001 — Petition #

3/27/23 — Date

Received 3/27/23
mlmsmith

March 24, 2023
City of Coral Springs
Julie Krolak, Assistant Director of Development Services
9500 West Sample Road
Coral Springs, Florida 33065

RE: City Village Special Exceptions Narrative
9301 West Sample Road
Coral Springs, Florida 33065

Julie:
In conjunction with the Barron Commercial Development/Amera (Owner) Special Exceptions application, the Owner is requesting 19 Special Exceptions from the City's Code to facilitate the development of this project.

Special Exception no. 1.1
Locate Apartment 'A', Apartment 'D' and Building #7/Garage 'B' within 250' of a Single Family Residentially zoned district, exceeding 5 stories.

Sec. 2501049-DT Regulating Plan states that Mid-Rise Buildings cannot exceed 5 stories in height unless the building and lot size is located a minimum of 250' from a Single Family Residentially zoned district.

Special Exception Description and Analysis:
For the project to be economically viable the dwelling unit count has to be at a high enough number to generate the revenue to assist in the construction of the Retail portion of the project. See Exhibit no. 1.1 for the portion of the project encroaching within the 250'-0" setback above the 5th story.

There are three levels of units in Apartment 'A' (36 units) and three levels of units in Apartment 'D' (30 units) with 135 supporting parking spaces on the 6th parking level of Garage 'B' encroaching above 5 stories. In addition, an Amenity Level for the entire Residential component of the project is located on the 7th level of Garage 'B'. These units with the Amenities and parking spaces are essential to the economic viability of this development.

It is an economically burdensome hardship to eliminate the above mentioned units from this project. It is in the general public welfare to have these additional dwelling units available for residents who want to live in close proximity to the redeveloped Coral Springs Downtown District.

Special Exception no. 1.2
Increase or decrease the Maximum/Minimum "allowable block length" for a Downtown Core and Edge District.

Sec. 2501049-DT Regulating Plan

A. Required Building Frontage – University Drive - 75% Required - 10.7% Provided.
B. B. Required Building Frontage – Sample Road - 75% Required - 68.3% Provided.
C. Required Building Frontage – Coral Hills Drive- 50% Required - 45.9% Provided. See Exhibit no. 1.2 for the Tabular and Plan.

Special Exception Description and Analysis:

A. The University Drive frontage is influenced by the fact that Building 1 and Building 3 are located too far from the roadway to count. See the Special Exception no. 9 description of the necessary parking field adjacent to University Drive shifting these two buildings west. In addition, the presence of the E/W Main Street corridor width counts against meeting the frontage. The frontage percentage would be higher without these restrictions.
B. The Sample Road frontage is influenced by the presence of the corner enhancement and the N/S Pedestrian Street width. The frontage would be met without these restrictions.
C. The Coral Hills Drive frontage is influenced by the presence of the E/W Main Street width. In addition, a large portion of Apartment 'A' is too far east to count in meeting this requirement. The frontage would be met without these restrictions.

Compliance with this code section creates a burdensome hardship because in order to meet the frontage requirement along University Drive the project would not have the Food Store tenant. Buildings 1 and 3 had to be set back from University Drive to establish an adequate surface parking field, this to satisfy the Food Store's parking demand. Further restrictions to meeting the 75% are the Corner Enhancement and the E/W Main Street corridor width.

At Sample Road, although all the buildings are in close proximity to the road, the corner enhancement and the Pedestrian Street width restrict the ability to meet the frontage code requirement.

At Coral Hills Drive, in order to create additional open space for a Pocket Park and Tot Lot, a portion of Apartment 'D' had to be positioned too far from the right-of-way to count as frontage. The E/W Main Street width is a further restriction.

This code section is inconsistent with the public welfare because it would eliminate the surface parking field from this site which is necessary to attract the Food Store. The Sample Road and Coral Hills Drive frontages would comply without the aforementioned restrictions.

Special Exception no. 2
Parameters for Bike Lane width.

Sec. 2501055 (1) – Main Street Design states that min./max. 5/7 foot wide bike lanes shall be provided on either side of the Main Street Design.

Special Exception Description and Analysis:
Required by Code:
In the Core District one street shall be developed as a Main Street. The Main Street design calls for Bike Lanes on both sides of the street.
Provided per Plan:
As an alternative to the bike lanes this project is proposing the use of shared bike lanes as part of the Main Street design. See Exhibit no. 2.

Special Exception Description and Analysis:
The Owner is proposing to make the drive lanes the maximum at 11'-0" wide and use a common practice on today's streets of having the bike traffic share the drive lane. The relative short distance of this Main Street with the traffic calming round-a-bout will keep the vehicular speeds low on this private main street. Vehicles also become more aware of bicycle riders when they share the same lane. Numerous examples on dedicated South Florida public streets which are 11'-0" wide, exist to justify this design.

Compliance with this code section is a burdensome hardship because adding the 5/7 foot bike lanes to the Main Street Corridor width would necessitate the elimination of landscape buffering along Sample Road.

This code section is inconsistent with the public welfare because shared bike lanes are a frequently used alternative on sections of dedicated South Florida roadways. The additional width to the landscape buffering in lieu of added hardscape is an enhancement to the public welfare.

Special Exception no. 3
Parameters for Pedestrian Street Design

Sec. 2501055 (2) – Pedestrian Street Design Parameters states that min./max. 10/11 foot through lane width be implemented.

Special Exception Description and Analysis:
Required by Code:
Provide 10/11 foot wide through-lanes in the Pedestrian Street Design.
Provided per Plan:
There are 12'-0" wide lanes provided in this project's N/S Pedestrian Street design. See Exhibit no. 3.

The Food Store requires enough space for a WB-67 truck in order to provide adequate maneuvering clearance for ingress and egress to the site as well as access to the loading dock. A through lane width of 12' is necessary to provide said maneuvering clearances.

It is a burdensome hardship to limit the through lane width to 11'-0" on the N/S Pedestrian Street. This would restrict a WB-67 truck from maneuvering on the site, a stipulation of any Food Store tenant.

This code section is not in the general public welcome because the 11'-0" through lane width does not allow for adequate truck circulation on the site.

Special Exception no. 4
Block Length and Perimeter Requirements.

Sec. 2501056 – Core Block Length and Perimeter states Core Block Length (min./max. 300'/500' and Core Block Perimeter (min./max.) 1,200 /1600'

Special Exception Description and Analysis:
Required by Code:
In the Core District the minimum Block Length shall be 300' and the maximum Block Length shall be 500'.
Provided per Plan:
At the Broken Woods Drive frontage the Block Length is 262'-11". This is **under** the minimum. See Exhibit no. 4.

At the University Drive frontage the Block Length is 597'-8". This is **over** the maximum.
At the southeastern Sample Road frontage the Block Length is 577'-5". This is **over** the maximum.
At the southwestern Sample Road frontage the Block Length is 653'-8". This is **over** the maximum.
At the Coral Hills Drive frontage the Block Length is 377'-6". This is **OK**.
At the central N/S Pedestrian Street frontage the Block Length is 439'-6". This is **OK**.
Note: This serves as the block length for both the eastern and western blocks.

In the Core District the minimum Block Perimeter is 1,200' and the maximum Block Perimeter is 1,600'.
At the eastern block the perimeter measures 1,877'-6". This is **over** the maximum.
At the eastern block the perimeter measures 1,470'8". This is **OK**.

The property is restricted to fixed block lengths based on land geometry. The location of the N/S pedestrian Street is predicated on where the existing east-bound

left-turn lane and curb cut are located. There is no flexibility to make adjustments. See the block length and perimeter tabular located on Exhibit no. 4.

This code section is a burdensome hardship because it mandates a min./max. core block length and core block perimeter which is not able to be reached with this project's land configuration. The placement of the N/S Pedestrian Street corridor is another determining factor in the establishment of the block length and perimeter distances.

This code section is not in the general public welfare because it mandates block and perimeter distances which are not attainable in with every piece of land.

Special Exception no. 5
Building Type Parameters

Sec. 2501058 (2) (d) – Building Height states that the Max. Residential First floor height is 14'-0" and 20'-0" for Non-Residential uses.
Required by Code:
Building Height Max. First Floor (Res) – 14'-0"; Non-Residential Max. – 20'-0"
Provided per Plan:
All buildings are compliant except for Building 6 with a roof height of 22'-6"
See Exhibit no. 5

Special Exception Description and Analysis:
Building 6 is a likely location for a Sit-Down Restaurant and requires added height to appear visually like a two story building. Modern restaurant tenants desire to have high ceilings for customer service areas and this building has a higher roof with spandrel glazing for that purpose. The provided roof height is +22'-6".

This code section places a burdensome hardship on this project because it restricts the ability to attract a retail tenant with a taller ceiling requirement in Building 6.

This code section is not in the public welfare because it would restrict the ability to attract a restaurant tenant with a higher ceiling in Building 6.

Special Exception no. 6
Building Type Parameters

Sec. 2501058 (2) (d) - Building Height states that Building Height at the 2+ floors shall not exceed 12'-0" min. unless the building meets the max. Building Height per type.

Required by Code:
Building Height Max. Floors 2+ = 12'-0"
Provided per Plan:
Building 3 has upper floor heights of 13'-0". This building does **not** reach the max. Building Height for this Building Type. See Exhibits no. 6.1 and 6.2

Special Exception Description and Analysis:
Building 3 has a 1'-0" increase to the floor height due to the need to provide 10'-0" ceilings and have enough remaining space for mechanical equipment. The office space rent classification will require this much floor to floor separation.

This code section places a burdensome hardship on this project because it restricts the ability to attract a higher quality office tenant to the second and third floors of Building 3 with a taller ceiling requirement.

This code section is not in the public welfare because it would restrict the ability to attract a higher quality level of office tenant with a higher ceiling in Building 3.

Special Exception no. 7
Building Type Parameters

Sec. 2501058 (2) (d) - Building Height states that Building Height at the 2+ floors shall not exceed 12'-0" min. unless the building meets the max. Building Height per type.

Required by Code:
Building Height Max. Floors 2+ = 12'-0"
Provided per Plan:
Building 4 has upper floor heights of 13'-0". This building does **not** reach the max. Building Height for this Building Type. See Exhibit no. 7.

Special Exception Description and Analysis:
Building 4 has a 1'-0" increase to the floor height due to the need to provide 10'-0" ceilings and have enough remaining space for mechanical equipment. The office space rent classification will require this much floor to floor separation.

This code section places a burdensome hardship on this project because it restricts the ability to attract a higher quality office tenant to the second and third floors of Building 4 with a taller ceiling requirement.

This code section is not in the public welfare because it would restrict the ability to attract a higher quality level of office tenant with a higher ceiling in Building 4.

Special Exception no. 8
Building Type Parameters

Sec. 2501058 (2) (d) - Building Height states that Building Height at the 2+ floors shall not exceed 12'-0" min. unless the building meets the max. Building Height per type.
Required by Code:
Building Height Max. Floors 2+ = 12'-0"
Provided per Plan:
Building 5 has upper floor heights of 13'-0". This building does **not** reach the max. Building Height for this Building Type. See Exhibit no. 8.

Special Exception Description and Analysis:
Building 5 has a 1'-0" increase to the floor height due to the need to provide 10'-0" ceilings and have enough remaining space for mechanical equipment. The office space rent classification will require this much floor to floor separation.

This code section places a burdensome hardship on this project because it restricts the ability to attract a higher quality office tenant to the second and third floors of Building 5 with a taller ceiling requirement.

This code section is not in the public welfare because it would restrict the ability to attract a higher quality level of office tenant with a higher ceiling in Building 5.

Special Exception no. 9
Location of surface parking along a primary or secondary street for Commercial and Mid-Rise Buildings.

Sec. 2501059 – DT-MU Building Type Table – Surface Parking
Required by Code:
Adjacent to a Primary or Secondary Street only parking in zones 2 and 3 are allowed.

Provided per Plan:
Surface parking totaling 165 parking stalls is located along University Drive to the east and at Sample Road to the south in Parking Zone 1 . See Exhibit no. 9

Special Exception Description and Analysis:
The Owner is proposing a 40,269 sq. ft. Food Store tenant as part of this site design with specific minimum surface parking requirements and a high ratio of parking demand. There is also a parking level in Garage 'A' that the Food Store tenant will use to satisfy their parking demand. Without this 165 space parking field, the Food Store anchor tenant would not be part of this development.

This code section places a burdensome hardship on this project because it restricts the ability to attract a Food Store with a surface parking demand to this site.

This code section is not in the public welfare because it would restrict the ability to attract a Food Store to this location with a surface parking demand.

Special Exception no. 10 – Lot Requirements
Lot Requirements-Lot Width (min./max.): 120'/300'

Sec. 2501059 – DT-MU Building Type Table – Lot Requirements
Required by Code:
Designated Lots shall be 120' min. by 300' max.
Provided per Plan:
Individual Lots are not incorporated into this development. See Exhibit 10.

Special Exception Description and Analysis:
On Exhibit 10 the width of the University Drive and the Coral Hills Drive Lot lines are depicted and dimensioned. Each exceed the maximum distance of 300'. Since this is the land configuration available we cannot make alterations to this situation.

This code section places a burdensome hardship on this project because it seeks to establish a given lot size that the property cannot meet.

This code section is not in the public welfare because a piece of property without individual lots sometimes cannot meet the min./max. requirement.

Special Exception no. 11
Street Setback (Coral Hills Drive)-Secondary Road

Sec. 2501059 – DT-MU Building Type Table - Setbacks
Required by Code:
Coral Hills Street Setback is (min./max.): 5'/15'
Provided per Plan:
Apartments C and D both exceed 15' setbacks. See Exhibit 11.

Special Exception Description and Analysis:
In order to provide adequate space for the sidewalk and landscaping along Coral Hills Drive, a greater setback is required to the west of Apartments 'C' and 'D'. In addition, the Restaurant Space called out on the Site Plan as C-2 also needs adequate space for Outdoor Seating beyond the min. setback allowance.

This code section places a burdensome hardship on this project because it would require shifting the buildings closer to the right-of-way line eliminating needed space for wider sidewalks, adequate landscaping space and outdoor seating area necessary for a potential restaurant operator.

This code section is not in the public welfare because it seeks to restrict the ability to provide wider pedestrian sidewalks, landscape buffering space in addition to adequate outdoor dining are.

Special Exception no. 12
Street Setback (Sample Road)

Sec. 2501059 – DT-MU Building Type Table - Setbacks
Required by Code:
Sample Road Setback is (min./max.): 5'/30'

Provided per Plan:
Apartment B exceeds the 30'-0" setback in one location. See Exhibit 12.

Special Exception Description and Analysis:
One wall of Apartment 'B' exceeds the maximum by distance 2'-2". The rest of the building frontage complies with the setback maximum per the site plan.

This code section places a burdensome hardship on this project because it would require shifting Apartment 'B' closer to the right-of-way line eliminating needed landscaping space from this side of the building.

This code section is not in the public welfare because it seeks to restrict the ability to provide a wider landscape buffering space.

Special Exception no. 13
Street Setback (University Drive)

Sec. 2501059 – DT-MU Building Type Table – Setbacks
Required by Code:
University Drive Setback is (min./max.): 10'/20'
Provided per Plan:
Building 1 and Building 3 both exceed the 20'-0" setbacks. See Exhibit 13.

Special Exception Description and Analysis:
Building 1 is 165'-5" from the University Drive western right of way line. Building 3 is 189'-5" from the University Drive western right of way line. The reason for this is the Food Store Surface Parking lot requirements explained in detail as part of Special Exception 9.

This code section places a burdensome hardship on this project because it would eliminate the parking necessary to satisfy the Food Store surface parking demand.

This code section is not in the public welfare because it would restrict the ability to attract a Food Store to this location with a surface parking demand.

Special Exception no. 14
Ground Floor Transparencies-Commercial Private Frontage.

Sec. 2501059 – DT-MU Building Type Table- Façade Requirements
Required by Code:
In a Commercial Building a ground floor transparency of 60% is required.
Provided per Plan:
At the East façade of Building 3, 60% or 655.7 sq. ft. of transparency is required and 53.1% or 580 sq. ft. is provided. At the South façade of Building 3, 60% or 1042.7 sq. ft. of transparency is required and 41.4% or 720 sq. ft. is provided. See Exhibit 14.

Special Exception Description and Analysis:
This building is designated as an Office Building with Retail on the ground floor. Windows run full height at 12'-0" to the finished floor. The east wall has windows along the entire façade unbroken except for pilasters. The location of the stair at the south façade is a hardship for making the transparency numbers work at that facade. The second floor height also hinders making the 60% number work due to space requirements for mechanical equipment and higher ceilings, especially for potential Restaurant tenants. See the data table on exhibit 14 showing what is required/provided.

This code section places a burdensome hardship on this project because it would necessitate the elimination of decorative pilasters and the reduction in the second floor height in order to reduce the wall surface at the ground floor. The pilasters are an important element in the architectural design theme and the elevation of the second floor is important to be able to lease to retail tenants with higher ceiling requirements. The location of the exit stair also restricts the amount of transparency this side of the building can provide.

This code section is not in the public welfare because it would restrict the ability to attract Retail tenants with higher ceiling demands which is an important feature

in today's real estate market.

Special Exception no. 15
Ground Floor Transparencies-Commercial Private Frontage

Sec. 2501059 – DT-MU Building Type Table- Façade Requirements
Required by Code:
In a Commercial Building a ground floor transparency of 60% is required.
Provided per Plan:
At the South façade of Building 4, 60% or 941.6 sq. ft. of transparency is required and 47.7% or 749 sq. ft. is provided. See Exhibit 15.

Special Exception Description and Analysis:
This building is designated as an Office Building with Retail on the ground floor. A majority of the Windows run full height at 12'-0" to the finished floor. The South facade has windows along the entire façade unbroken except for pilasters. Like Building 3, the second floor height also hinders making the 60% number work due to space requirements for mechanical equipment and higher ceilings, especially for potential Restaurant tenants. See the data table on exhibit 15 showing what is required/provided.

This code section places a burdensome hardship on this project because it would necessitate the elimination of decorative pilasters and the reduction in the second floor height in order to reduce the wall surface at the ground floor. The pilasters are an important element in the architectural design theme and the elevation of the second floor is important to be able to lease to retail tenants with higher ceiling requirements.

This code section is not in the public welfare because it would restrict the ability to attract Retail tenants with higher ceiling demands which is an important feature in today's real estate market.

Special Exception no. 16
Ground Floor Transparencies-Commercial Private Frontage

Sec. 2501059 – DT-MU Building Type Table- Façade Requirements
Required by Code:
In a Commercial Building a ground floor transparency of 60% is required.
Provided per Plan:
At the South façade of Building 5, 60% or 941.6 sq. ft. of transparency is required and 44.2% or 693 sq. ft. is provided. See Exhibit 16.

Special Exception Description and Analysis:
This building is designated as an Office Building with Retail on the ground floor. Three of the Windows run full height 12'-0" to the finished floor and four have a 24" high knee wall to match the Building 4 Façade architecturally. In general terms the South facade has windows along the entire façade unbroken except for pilasters. Like Building 4, the second floor height hinders making the 60% number work due to space requirements for mechanical equipment and higher ceilings, especially for potential Restaurant tenants. See the data table on Exhibit 16 showing what is required/provided.

This code section places a burdensome hardship on this project because it would necessitate the elimination of decorative pilasters and the reduction in the second floor height in order to reduce the wall surface at the ground floor. The pilasters are an important element in the architectural design theme and the elevation of the second floor is important to be able to lease to retail tenants with higher ceiling requirements.

This code section is not in the public welfare because it would restrict the ability to attract Retail tenants with higher ceiling demands which is an important feature in today's real estate market.

Special Exception no. 17
Ground Floor Transparencies-Commercial Private Frontage.

Sec. 2501059 – DT-MU Building Type Table- Façade Requirements
Required by Code:
In a Commercial Building the maximum blank wall separation 20'-0".
Provided per Plan:
At the East façade of Building 1, a blank wall of 33'-0" occurs. See Exhibits 17.1 and 17.2.

Special Exception Description and Analysis:
This building is designated as an anchor Food Store and has a higher façade presence due an internal 16'-0" high mezzanine and a second floor parking allocation in Garage 'A'. As such, 3 elevators are required to service the needs of this tenant as well as other patrons utilizing this parking garage. The width requirement for this equipment dictates the provided 33'-0" blank wall. On exhibit 18, the transparency provided at the east facing wall of Building 1 is also provided showing compliance.

This code section places a burdensome hardship on this project because the blank wall restriction is too narrow to accommodate a bank of (3) elevators that are required to access the Parking Garage 'A' above the ground level.

This code section is not in the public welfare because it would restrict the ability to install a (3) elevator combination required to serve the Parking Garage 'A' parking levels above the Food Store.

Special Exception no. 18

Locate two Single Story Commercial Buildings in a Core District designated no. 2 and no. 6 on the Site Plan.

Sec. 2501059-DT-MU Building Type Table-Lot Types states that no single story Commercial building be permitted within the Core District. The intent of Sec. 2501059 is to produce a multi-story character to the buildings constructed within the Downtown Core District. See Exhibits 18.1 (Building Location Plan) and 18.2 (Building 2 Exterior Elevations). See also Exhibit 5 (Building 6 Exterior Elevation)

Special Exception Description and Analysis:

Both Buildings 2 and 6 are designed with a spandrel section of glazing at a height above the grade level window line. Both Buildings 2 and 6 are designed with these high windows. This will give the impression of a two story building which is how it will be perceived and achieve the intent of the code. All remaining commercial buildings on the project both internal and fronting on Sample Road and University Drive are multi-story.

This code section places a burdensome hardship on this project by not allowing one-story buildings on this site. In today's marketplace, it is important to offer this option to certain potential commercial tenants and not be restricted in this manner. Each of the two one-story buildings will have the outward appearance of a two-story building as viewed by the general public meeting the intent of the code.

This code section is not in the public welfare because it would restrict the ability to provide a stand-alone single story leasing option in today's commercial marketplace.

Special Exception no. 19

Locate portions of Apartment 'A', Apartment 'D' and Building 7/Garage 'B' encroaching within the 100'-0" "Downtown Edge District" setback above 4 stories.

Sec. 2501061-General Design Standards states that regardless of permitted heights, by building types, no building type may exceed four (4) stories when directly

adjacent to existing or planned single family residential.

Special Exception Description and Analysis:
For the project to be economically viable the dwelling unit amount has to be at a unit count to generate enough revenue to assist in the construction of the Retail/ Commercial portion of the project. See Exhibit 19.1 for the portion of the project encroaching within the 100'-0" setback above the 4th story. See also Exhibits 19.2, 19.3 and 19.4 for "Site Line Diagrams" illustrating Apartments 'A', 'D' and Building 7/Garage 'B' as viewed from the adjoining residentially zoned properties.

There are 20 total units in Apartment 'A' that are encroaching within the 100'-0" setback located on floors 5-8. There is a 90'-6" separation from the north property line denoting the residentially zoning district and over 100'-0" separating the existing houses in Broken Woods Estates to the north of this building due to the presence of the canal behind this property. The 5th floor height starts at +43'-8" above the ground level. The top of roof height above the 8th floor will be 83'-8". The roof profile will hide any rooftop equipment from view. The existing canal bank will be generously landscaped between Apartment 'A' and the single family homes on lots 25 and 26 of "Broken Woods Estates". A line of site Exhibit 19.3 illustrates the distance from which one would view the roof line of this building which generates a distance of over 141'-0" from the nearest house on Lot 26.

There are 4 total units in Apartment 'D' that are encroaching within the 100' setback located on floors 5-8. There is a 75'-0" separation from these 4 units on the 5th through 8th floors to the north property line denoting the residentially zoning district. The 5th floor height starts at +43'-8" above the ground level. The roof height above the 8th level will be 83'-8". The roof profile will hide any rooftop equipment from view. A Pocket Park/Tot Lot and 37'-8" landscape buffer will be located between Apartment 'D' and the one-story single family home that currently exist on Lot 24 to the north of this project in the "Clusters". A line of site Exhibit 19.3 illustrates the distance from which one would view the roof line of this building which generates a distance of over 90'-0" from this house on Lot 24.

Building #7/Garage 'B' has a total of 6 parking levels to support the 412 total apartments and the retail square footage on the western portion of the project. Above that will be the Amenities for the Apartments all of which will be greater than 100'-0" from the residentially zoned property to the north. Parking Garage Floors 5 and 6 are a distance of 26'-2" from the north property line denoting the residentially zoned property. The 5th floor height starts at +43'-8" above the ground level. The roof height above the 6th level will be 63'-8". This entire separation area will be a heavily landscaped buffer. One single story residence on Lot 23 in the "Clusters" is located directly behind this parking structure. Approximately 90 linear feet of Garage 'B' directly abuts Lot 23. There is also a Tract "F" behind this building

which is all landscaped open space. A line of site Exhibit 19.4 illustrates the distance from which one would view the roof line of this building which generates a distance of 57'-0" from this house on Lot 23.

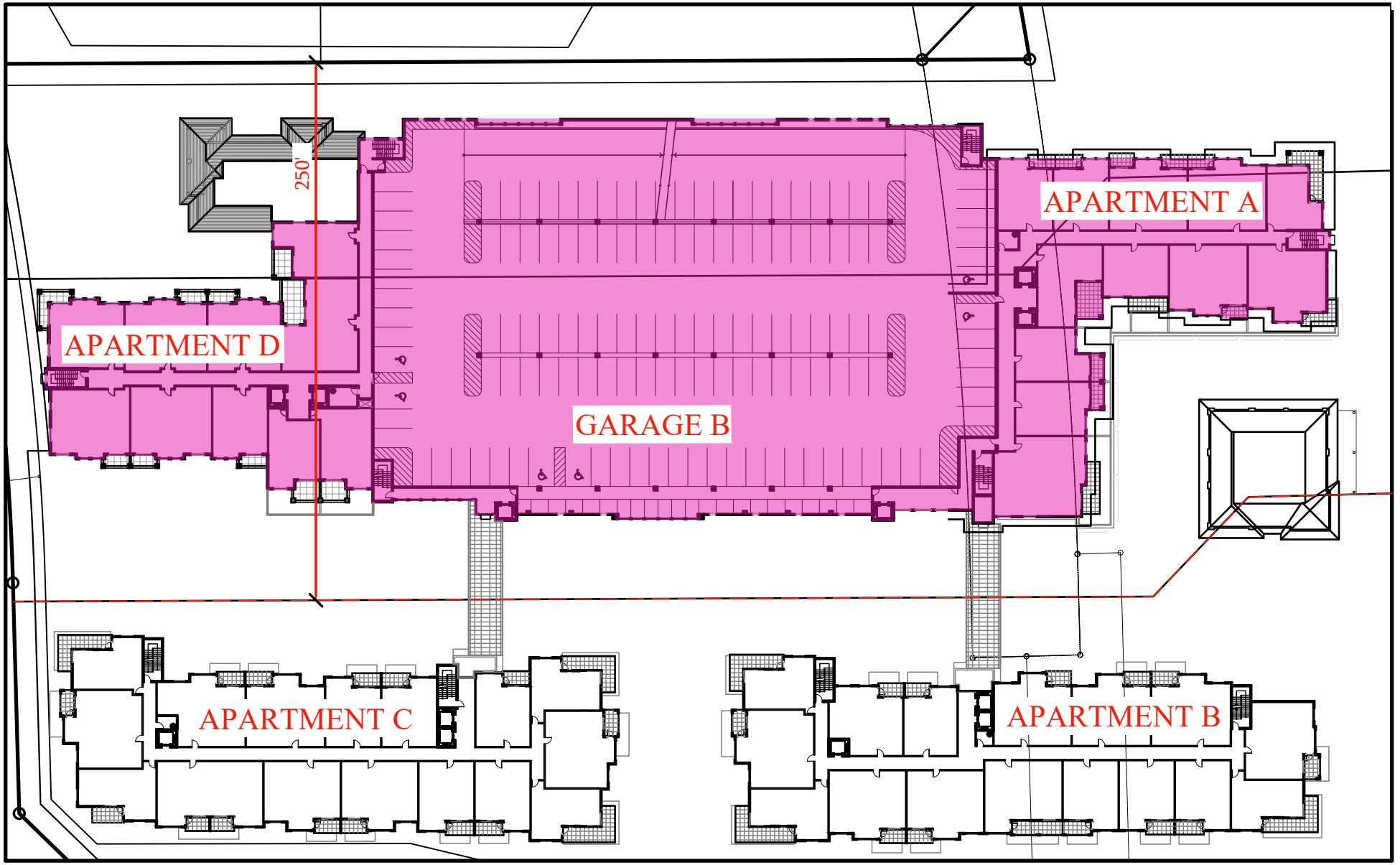
It is a burdensome hardship to eliminate the above mentioned units from this project. These added units provide necessary income to insure the project is economically viable in today's retail/office marketplace.

This code section is not in the general public welfare which would eliminate over 70 dwelling units due to the loss of parking in Garage 'B'. These units are the financial catalyst for constructing the retail/commercial component of the project.

Received 3/27/23
mlmsmith

Item Designation	Code Section	Requirement	REQUEST	Comments
1.	Sec. 2501049. -DT Regulating Plan	Midrise Cannot exceed 5 stories in height unless the building and lot size is located a minimum of 250 feet from SFR zoned district.	Mid Rise Buildings (Apartment A, Apartment D and Bldg. 7/Garage B) exceed the 5-story maximum within 250 feet of a Residentially-Zoned District.	See Exhibit 1.1
		Required Building Frontage - 75% Minimum - University Drive		See Exhibit 1.2
		Required Building Frontage - 75% Minimum - Sample Road		See Exhibit 1.2
		Required Building Frontage - 50% Minimum – Coral Hills Drive		See Exhibit 1.2
2.	Sec. 2501055. Circulation.	Sec. 2501055(1) Main Street Design Parameters - Bike Lane Width (ft.)(min/max): 5/7	No Individual Bike Lanes on Main street (East/West); "Shared Bike Lane" configuration.	See Exhibit 2
3.		Sec. 2501055(2) Pedestrian Street Design Parameters – Through Lane Width(ft.) (min/max): 10/11	(N/S) Roadway Exceeds maximum width - 12 ft	See Exhibit 3
4.	Sec. 2501056. - Block length and perimeter.	Core Length (min/max) 300' /500'	Request For All Frontages Minimums and Maximums 300'- 500'.	See Exhibit 4
5.	Sec. 2501058. - Building Typologies-	Sec. 2501058(2)(d) Building Type Parameters- Building Height. Max First Floor (Res)- 14 ft.; Non Res - 20 ft.	Building 6 - Demonstrated At 22'6"	See Exhibit 5
6.	Sec. 2501058. - Building Typologies- Bldg. Type Parameters - Building Height	Sec. 2501058(2)(d) Building Type Parameters /Building Height (2+ Story Floor Heights)12 Feet Min, Unless meeting max building height per type.	Building 3 -13'	See Exhibits 6.1 and 6.2
7.			Building 4- 13'	See Exhibit 7
8.			Building 5- 13'	See Exhibit 8

Item Designation	Code Section	Requirement	REQUEST	Comments
9.	Sec. 2501059 – DT-MU Building Type Table	Parking Zone 1 and 4 Not Permitted	165 spaces fronting University Drive	See Exhibit 9
10.		Lot Requirements: Lot Width (min/max) (ft.):120/300	No lots delineated in plan, utilizing block estimates would suggest exceeding maximum width.	See Exhibit 10
11.		Street Setback (Coral Hills Drive) Secondary Road) (min./max) ft. - 5/15	Apartment C & D: Greater than 21 feet away from the PL fronting Coral Hills Drive)	See Exhibit 11
12.		Street Setback (Sample Rd) 5/30	Apartment B Building proposes maximum appx. 32 feet from P/L.	See Exhibit 12
13.		Street Setback (University Drive) 10/20	Building 1 Located appx 159 ft from University Drive.	See Exhibit 13 Building 2 is 20'-0" from University Dr. per Site Plan
14.	Sec. 2501059 – DT-MU Building Type Table	Ground Floor Transparency – Commercial Private Frontage (60%)	<u>Building 3</u> East: 53.1% South:41.4%	See Exhibit 14
15.			<u>Building 4</u> South: 47.7%.	See Exhibit 15
16.			<u>Building 5</u> South: 44.2%.	See Exhibit 16
17.		Blank Wall Separation – Commercial Private Frontage = 20'-0" max. Blank Wall	<u>Building 1</u> East: 33'-0"	See Exhibits 17.1 and 17.2
18.	Sec. 2501059 – DT-MU Building Type Table	No Single Story Commercial Permitted Within Core District	(2) Single Story Commercial Buildings within Core sub-district. (Bldg. 2 and Bldg. 6)	See Exhibit 18.1 and 18.2
19.	Sec. 2501061. - General design standards.	*Height when adjacent to residential area(s).*Regardless of permitted heights, by building types, no building type may exceed four (4) stories when directly adjacent to existing or planned single family residential.	Mid-Rise Buildings encroaching into the "Downtown Edge district" 100'-0" setback above(4) stories designated Apartment "A", Apartment "D" and Bldg. 7/Garage B.	See Exhibits 19.1 and Line of Site Graphics 19.2, 19.3



CODE SECTION	REQUIREMENT
SEC. 2501049 - DT REGULATING PLAN	MID RISE BUILDINGS SHALL NOT EXCEED 5-STORIES IN HEIGHT, UNLESS THE BUILDING AND LOT SIZE IS LOCATED A MINIMUM OF 250 FEET FROM SFR ZONED DISTRICT

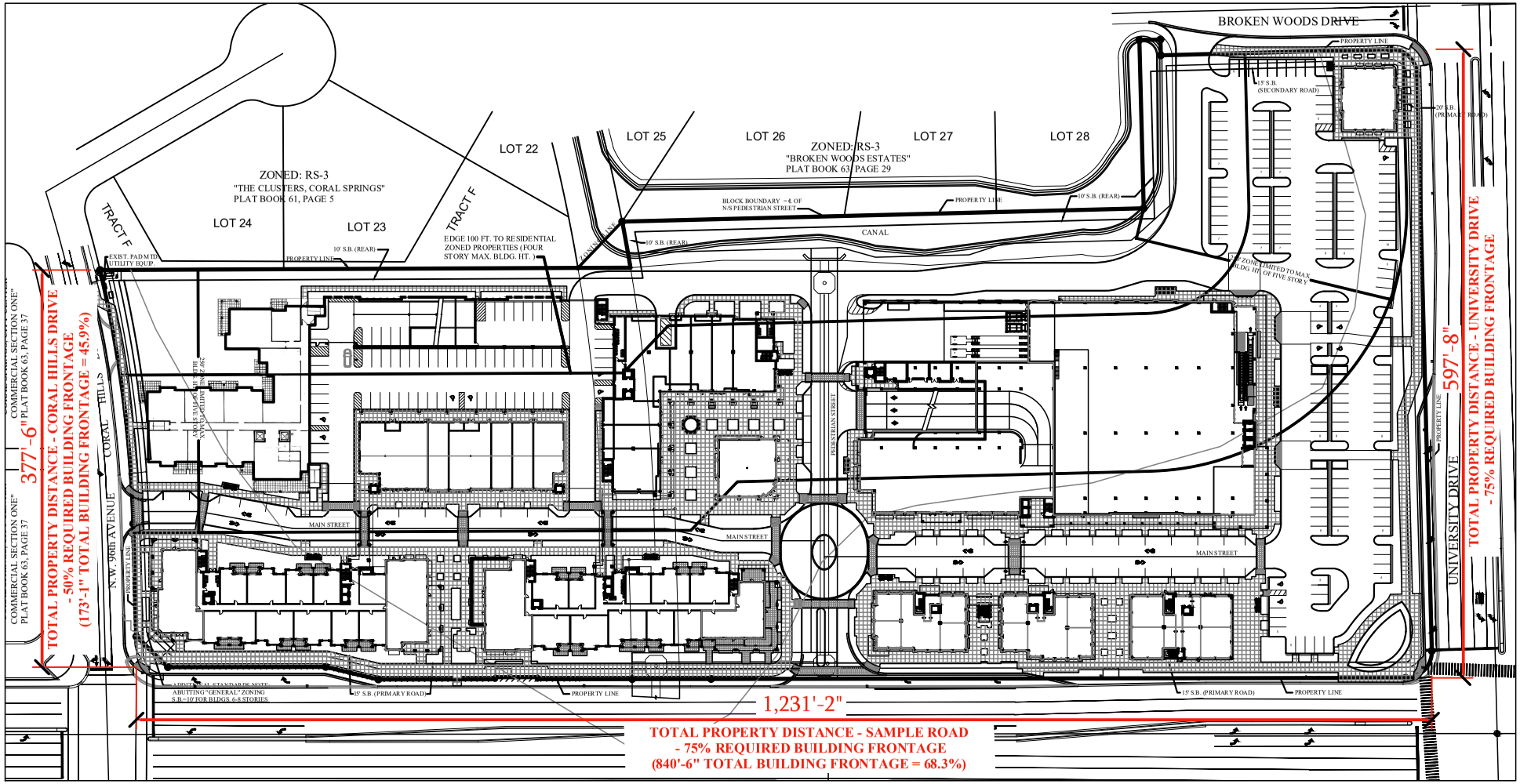
= PORTION OF PROJECT ENCROACHING WITHIN 250'-0" SETBACK ABOVE THE 5TH STORY

NOTE: NO BLDG. EAST OF THE N/S PEDESTRIAN STREET EXCEEDS 5 STORIES

EXHIBIT 1.1

Vander Ploeg and Associates, Inc.
architects and planners
400 south dixie highway, suite 220
boca raton, florida 33432
(561) 368-1403

BUILDING FRONTAGE TABULAR:																
SUB-DISTRICT	BUILDING FRONTAGE															
	UNIVERSITY DRIVE				SAMPLE ROAD				CORAL HILLS DRIVE				BROKEN WOODS DRIVE			
	REQUIRED		PROVIDED		REQUIRED		PROVIDED		REQUIRED		PROVIDED		REQUIRED		PROVIDED	
CORE	75%	434'-9"	10.7%	62'-0"	75%	923'-4"	68.3%	840'-6"	50%	188'-9"	45.9%	173'-1"	NA			-
	(579'-8" x .75)		(62'-0" ÷ 579'-8")		(1231'-2" x .75)		(840'-6" ÷ 1231'-2")		(377'-6" x .50)		(173'-1" ÷ 377'-6")					



BUILDING FRONTAGE SITE PLAN

EXHIBIT 1.2

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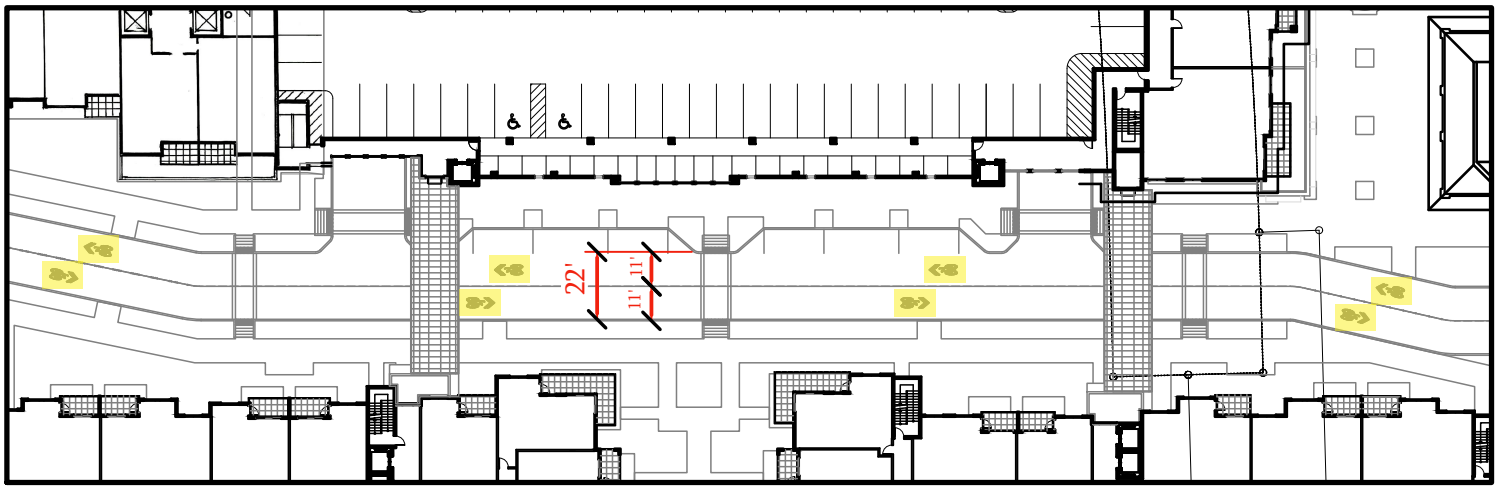
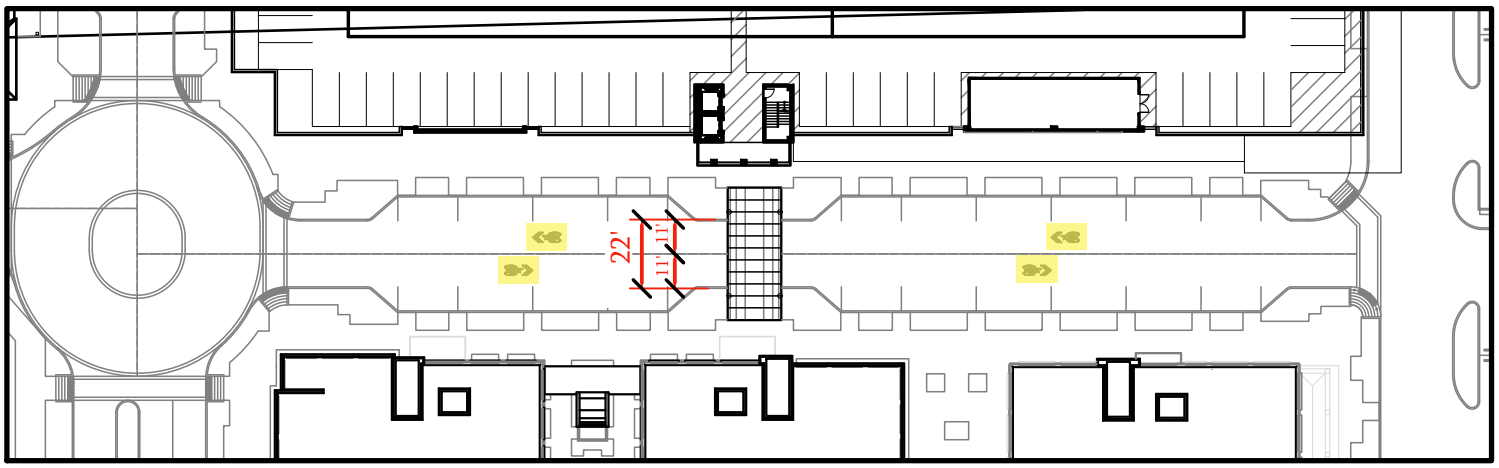


WEST PORTION



EAST PORTION

= SHARED BIKE LANE SYMBOL

EXHIBIT 2

MAIN STREET BIKE LANE LOCATION PLAN

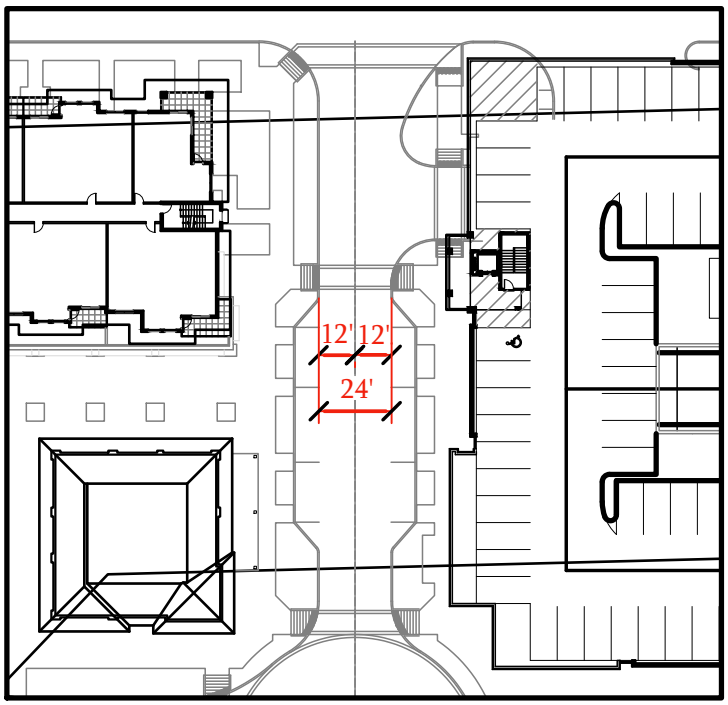


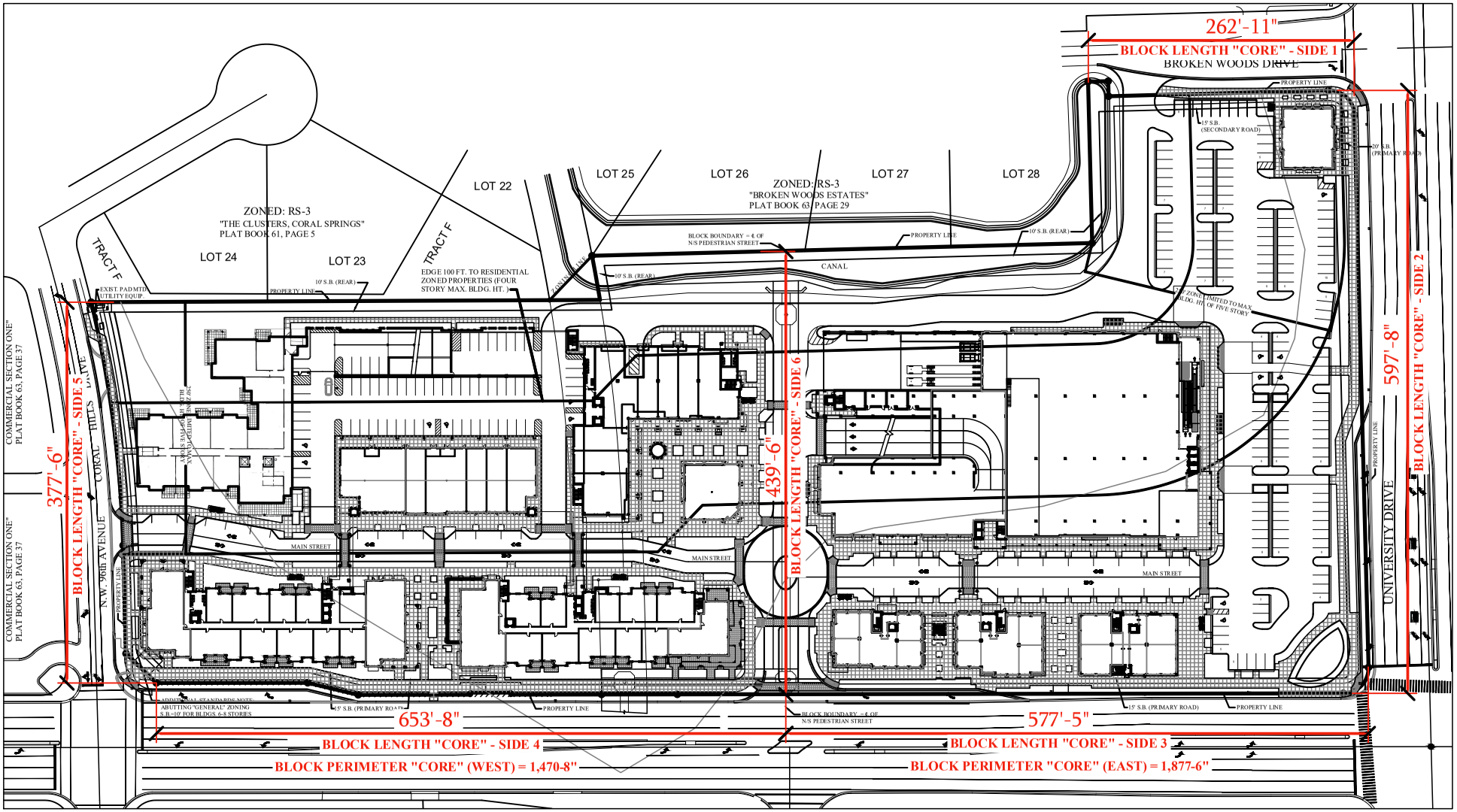
EXHIBIT 3

PEDESTRIAN STREET LOCATION PLAN

Vander Ploeg and Associates, Inc.
architects and planners
400 south dixie highway, suite 220
boca raton, florida 33432
(561) 368-1403

BLOCK LENGTH TABULAR: * or ** REQUIRES SPECIAL EXCEPTION																		
SUB-DISTRICT	BLOCK LENGTH																	
	SIDE 1-Broken Woods Drive (N)			SIDE 2-University Drive (E)			SIDE 3-Sample Road (S-E)			SIDE 4-Sample Road (S-W)			SIDE 5-Coral Hills Drive (W)			SIDE 6-Pedestrian Street		
	MIN.	MAX.	PROVIDED	MIN.	MAX.	PROVIDED	MIN.	MAX.	PROVIDED	MIN.	MAX.	PROVIDED	MIN.	MAX.	PROVIDED	MIN.	MAX.	PROVIDED
CORE	300'	500'	*262'-11"	300'	500'	**597'-8"	300'	500'	**557'-5"	300'	500'	**653'-8"	300'	500'	377'-6"	300'	500'	439'-6"
	*UNDER MINIMUM LENGTH			**OVER MAXIMUM LENGTH			**OVER MAXIMUM LENGTH			**OVER MAXIMUM LENGTH			OK			OK		

BLOCK PERIMETER TABULAR: ** REQUIRES SPECIAL EXCEPTION						
BLOCK PERIMETER (W)			BLOCK PERIMETER (E)			
MIN.	MAX.	PROVIDED	MIN.	MAX.	PROVIDED	
1200'	1600'	1470'-8"	1200'	1600'	1877'-6"	
OK			**OVER MAXIMUM LENGTH			



BLOCK LENGTH AND PERIMETER SITE PLAN

EXHIBIT 4

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BUILDING 6 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

EXHIBIT 5

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(561) 368-1403

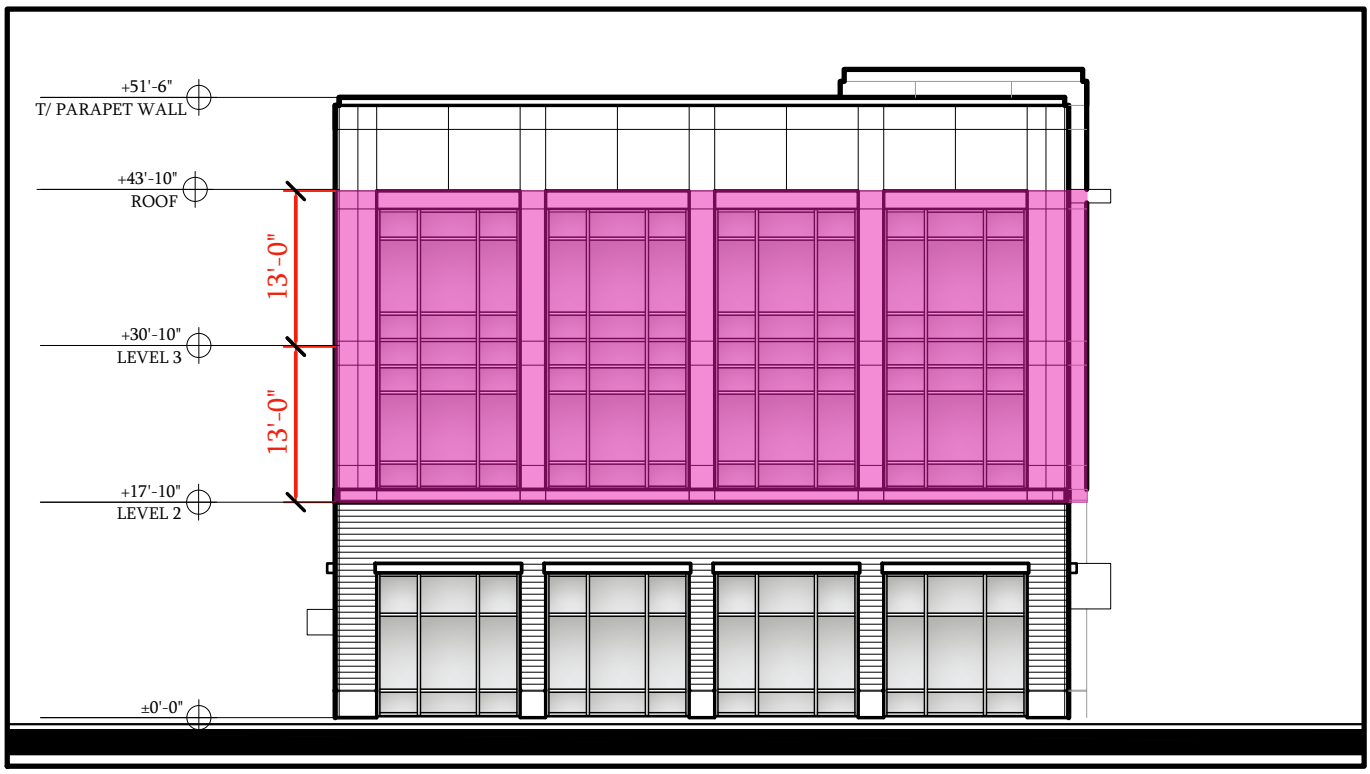

EXHIBIT 6.1

BUILDING 3 EAST ELEVATION

SCALE: 1/16" = 1'-0"

EXHIBIT 6.2

BUILDING 3 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

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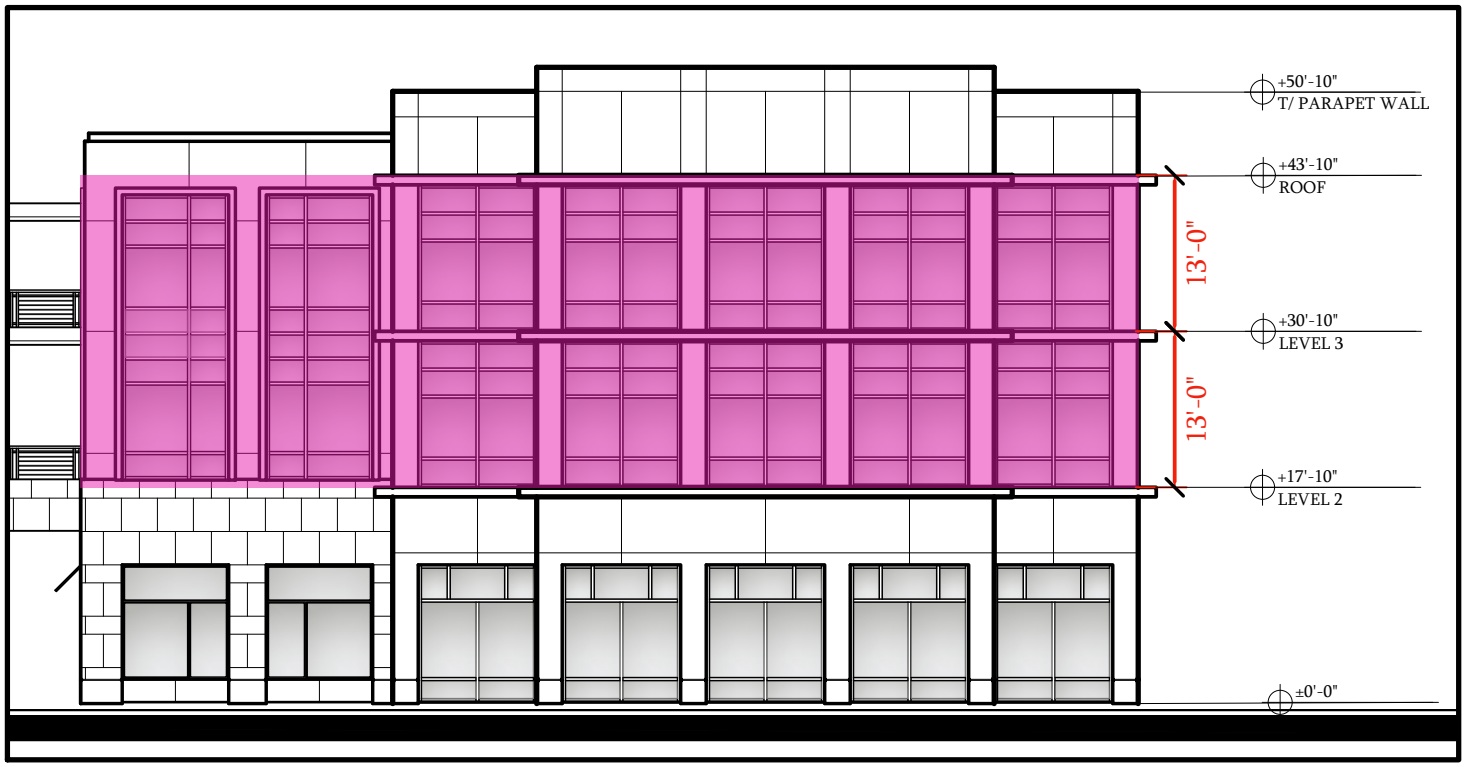

EXHIBIT 7

BUILDING 4 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

EXHIBIT 8

BUILDING 5 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

Vander Ploeg and Associates, Inc.
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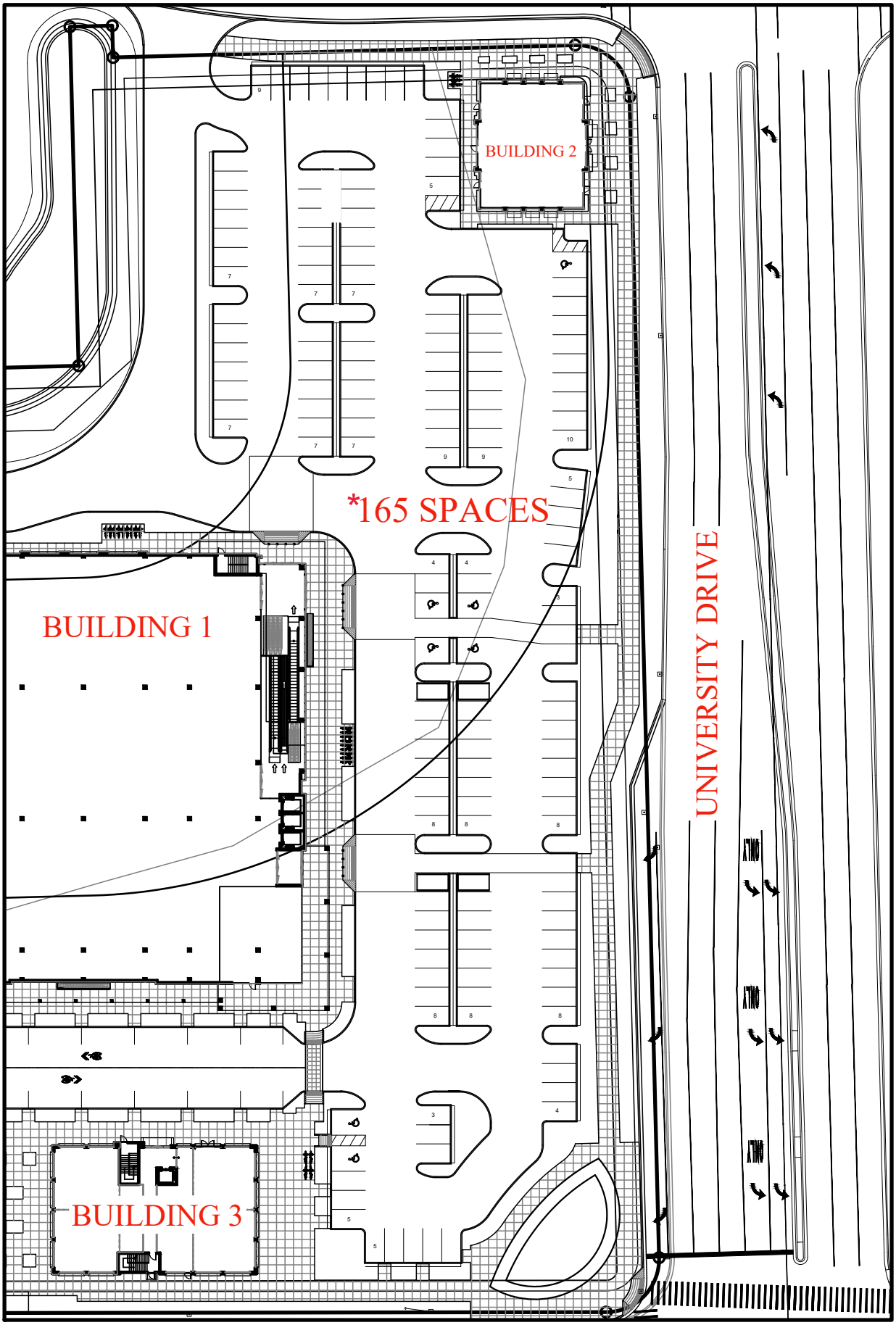

EXHIBIT 9

NOTE: 165 SPACES FRONTING UNIVERSITY DRIVE IN PARKING ZONE 1

Surface Parking in Zone 1 Site Plan

Vander Ploeg and Associates, Inc.
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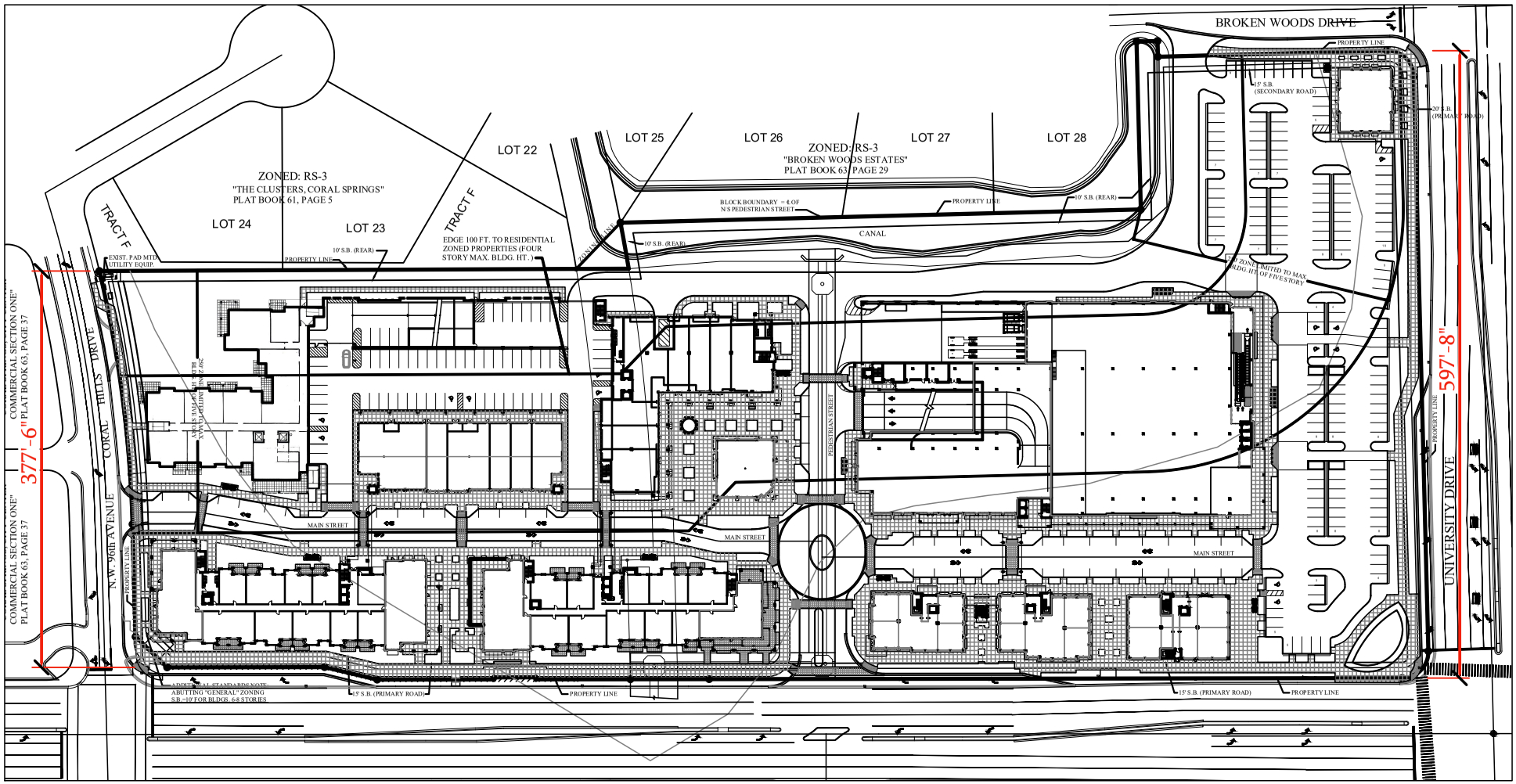

LOT REQUIREMENT SITE PLAN

EXHIBIT 10

Vander Ploeg and Associates, Inc.
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400 south dixie highway, suite 220
boca raton, florida 33432
(561) 368-1403

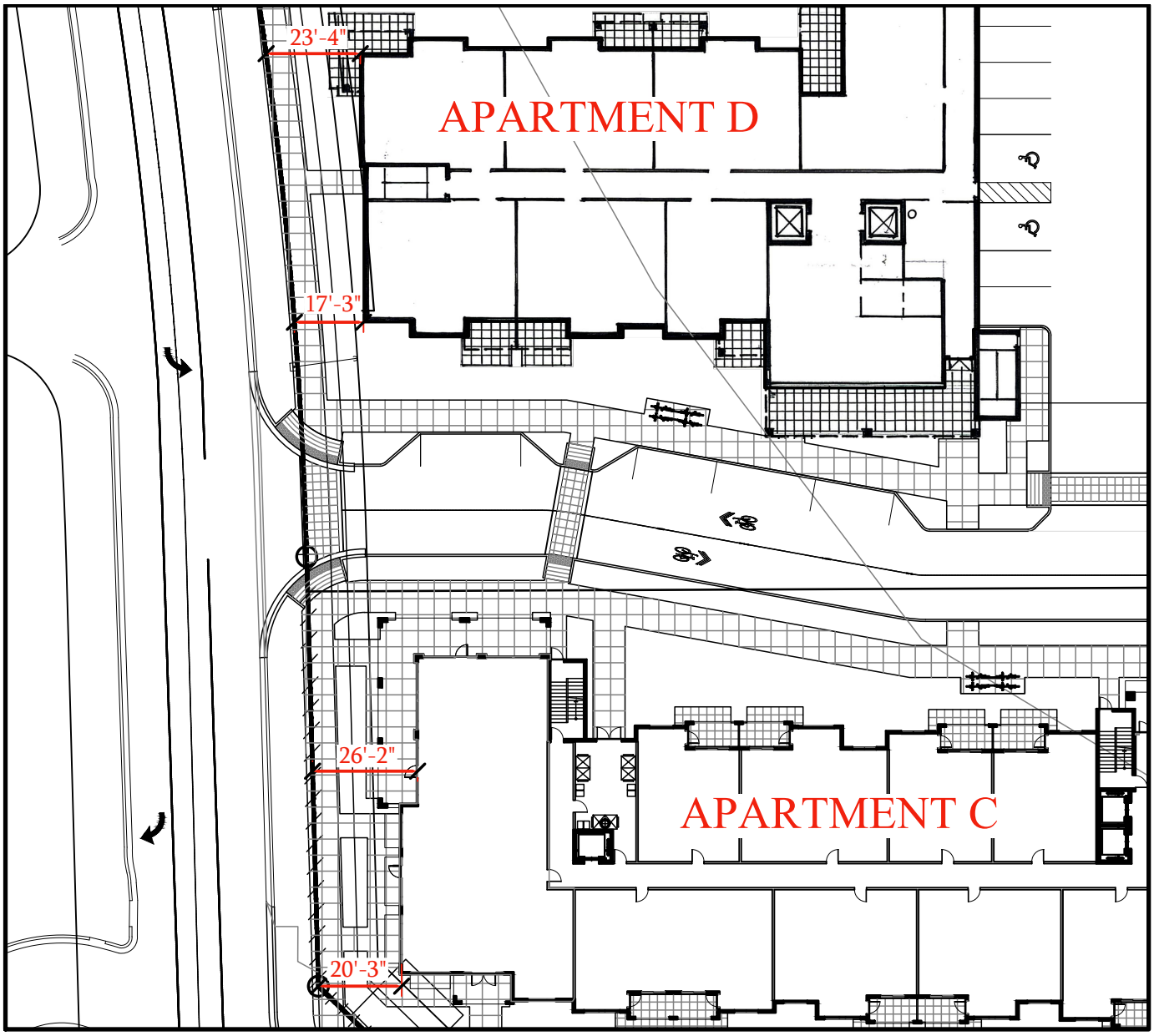


EXHIBIT 11

PARTIAL SITE PLAN - BUILDINGS 'C' & 'D'

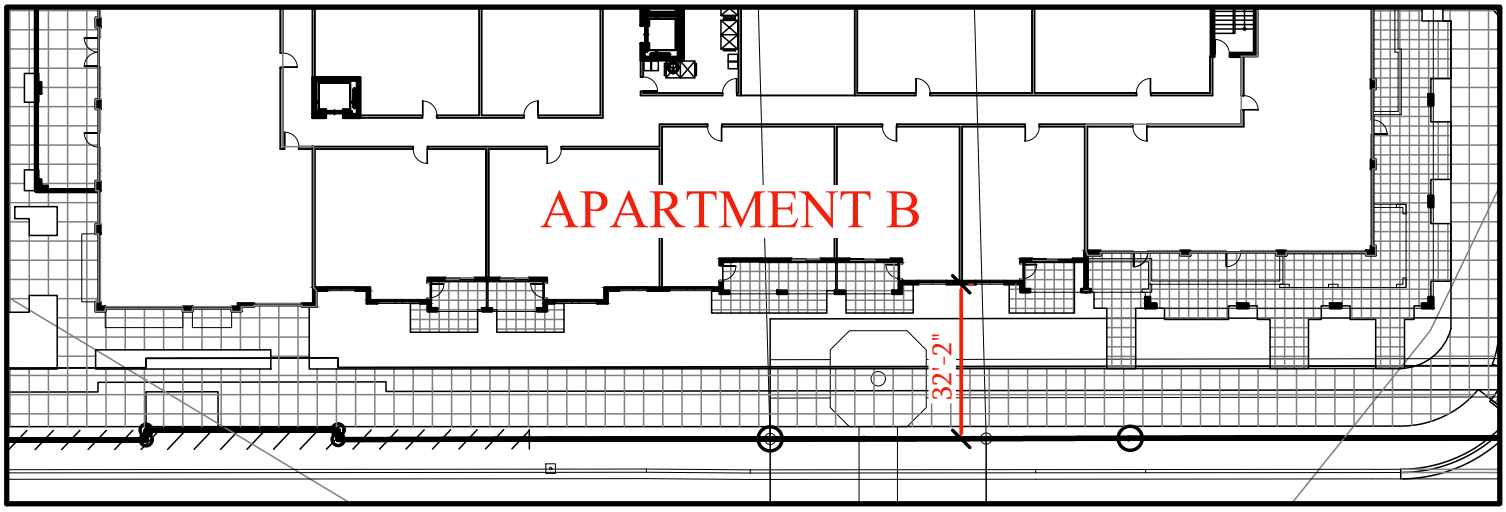
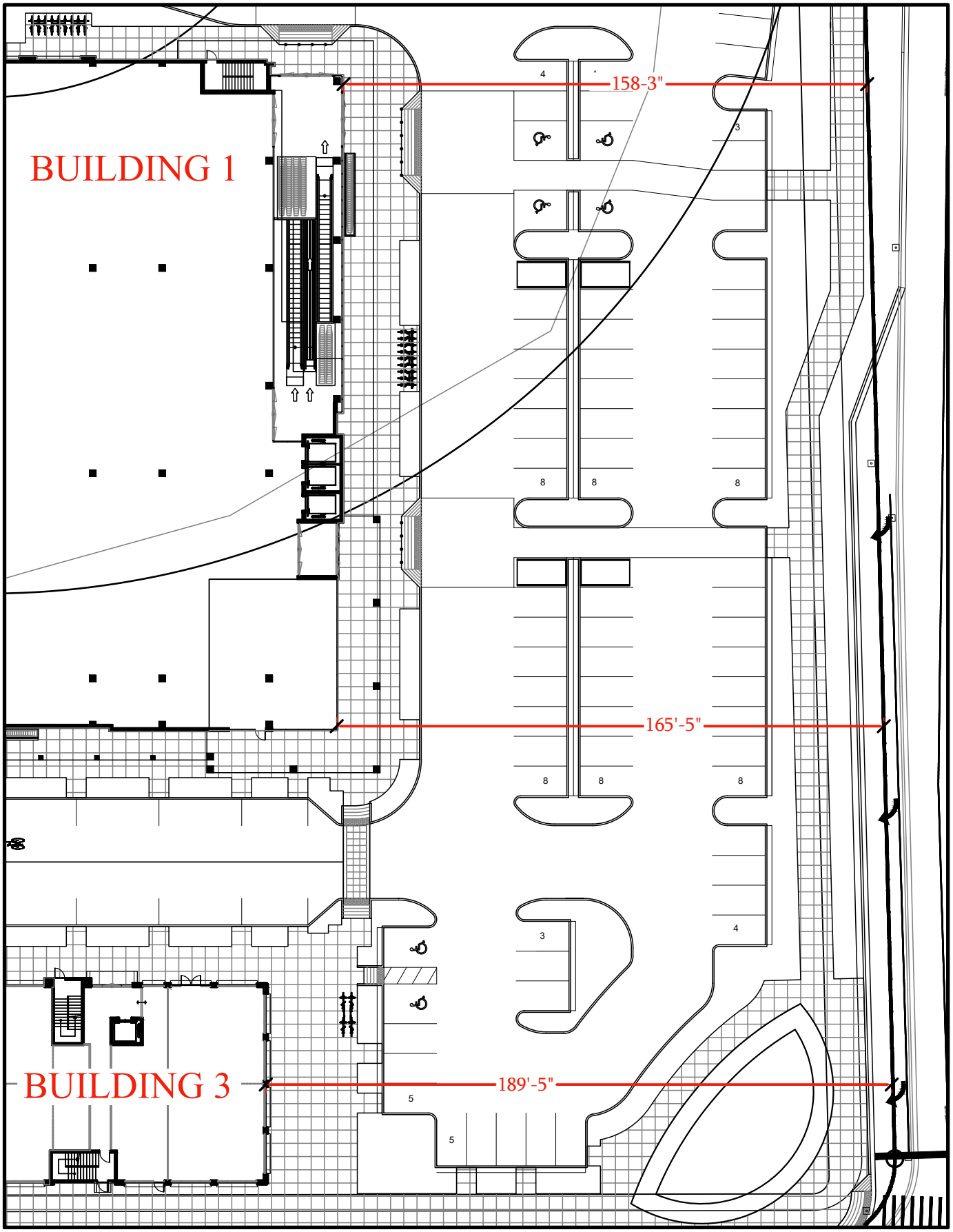


EXHIBIT 12

PARTIAL SITE PLAN - BUILDING 'B'

Vander Ploeg and Associates, Inc.
architects and planners
400 south dixie highway, suite 220
boca raton, florida 33432
(561) 368-1403



PARTIAL SITE PLAN - BUILDINGS 1 & 3 SETBACKS

EXHIBIT 13

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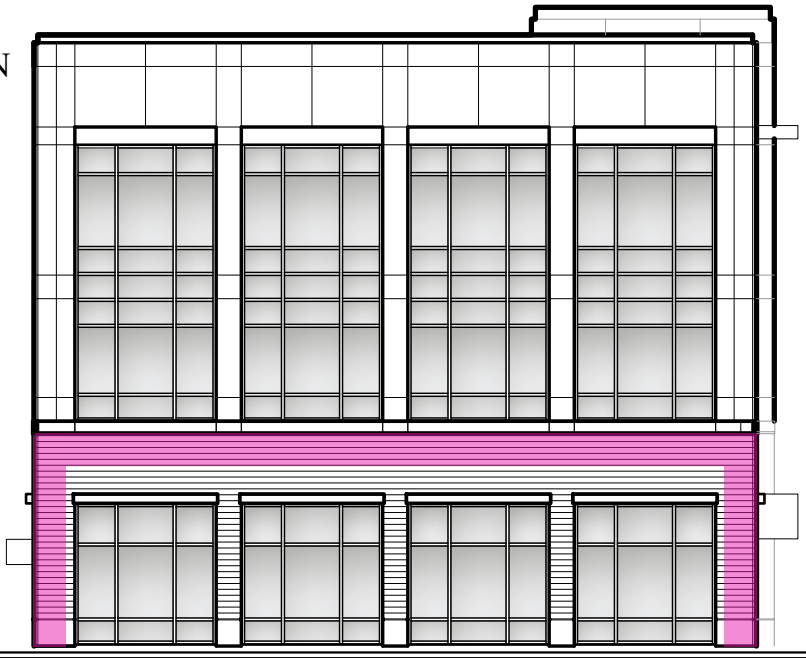
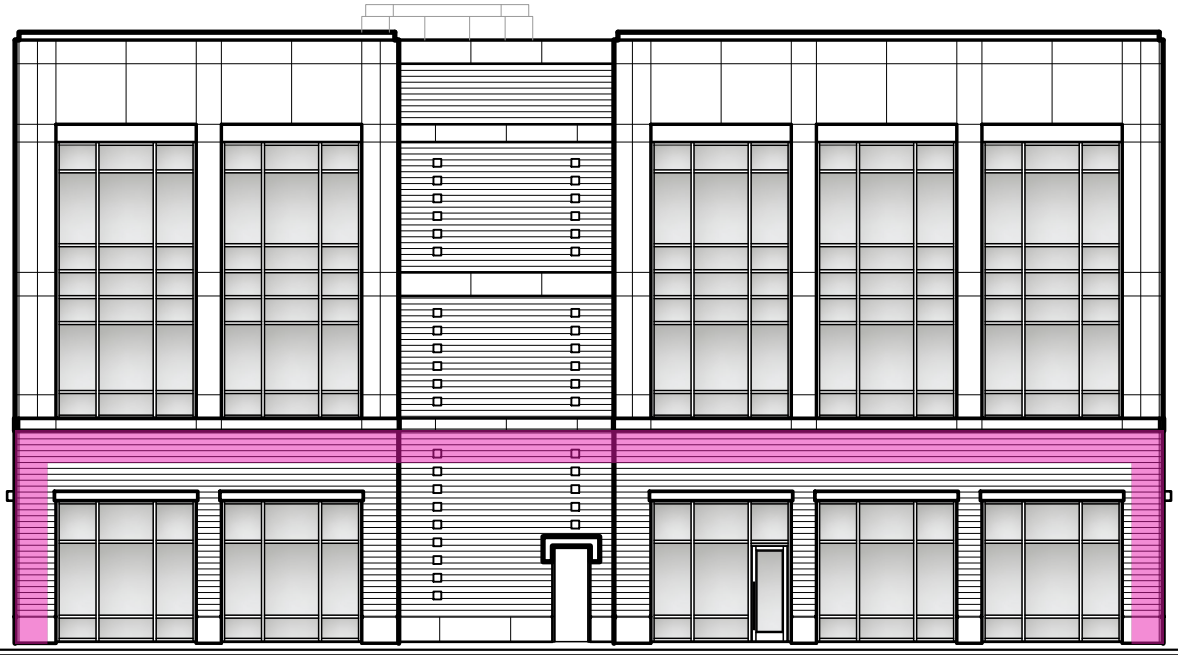
BUILDING 3
EAST ELEVATION
SCALE: 1/16" = 1'-0"



145 SF WDW. 145 SF WDW. 145 SF WDW. 145 SF WDW.

60% of 1092.9 SF (WALL AREA) = 655.7 WDW. AREA REQ'D. - PROVIDED = 580 SF or 53.1%

BUILDING 3
SOUTH
ELEVATION
SCALE: 1/16" = 1'-0"



144 SF WDW. 144 SF WDW. 144 SF WDW. 144 SF WDW. 144 SF WDW.

60% of 1737.9 SF (WALL AREA) = 1042.7 WDW. AREA REQ'D. - PROVIDED = 720 SF or 41.4%

BUILDING 3	STOREFRONT FACING STREETS			
	REQUIRED		PROVIDED	
EAST FACADE - UNIVERSITY DRIVE	60% OF 1092.9 SF BUILDING WALL	655.7 SF	*53.1%	580 SF
SOUTH FACADE - SAMPLE ROAD	60% OF 1,737.9 SF BUILDING WALL	1042.7 SF	*41.4%	720 SF
NORTH FACADE - BROKEN WOODS DRIVE	NA	-	-	-

NOTE: 1. NO SURFACE EXCEEDS 20'-0" IN BLANK WALL.
2. BOTTOM EDGE OF WINDOWS ARE NO MORE THAN 30" ABV. F. FL.
3. RECESSED MAIN ENTRY FACES EAST MAIN STREET TO THE NORTH AND DOES NOT EXCEED A 5'-0" RECESS.

EXHIBIT 14

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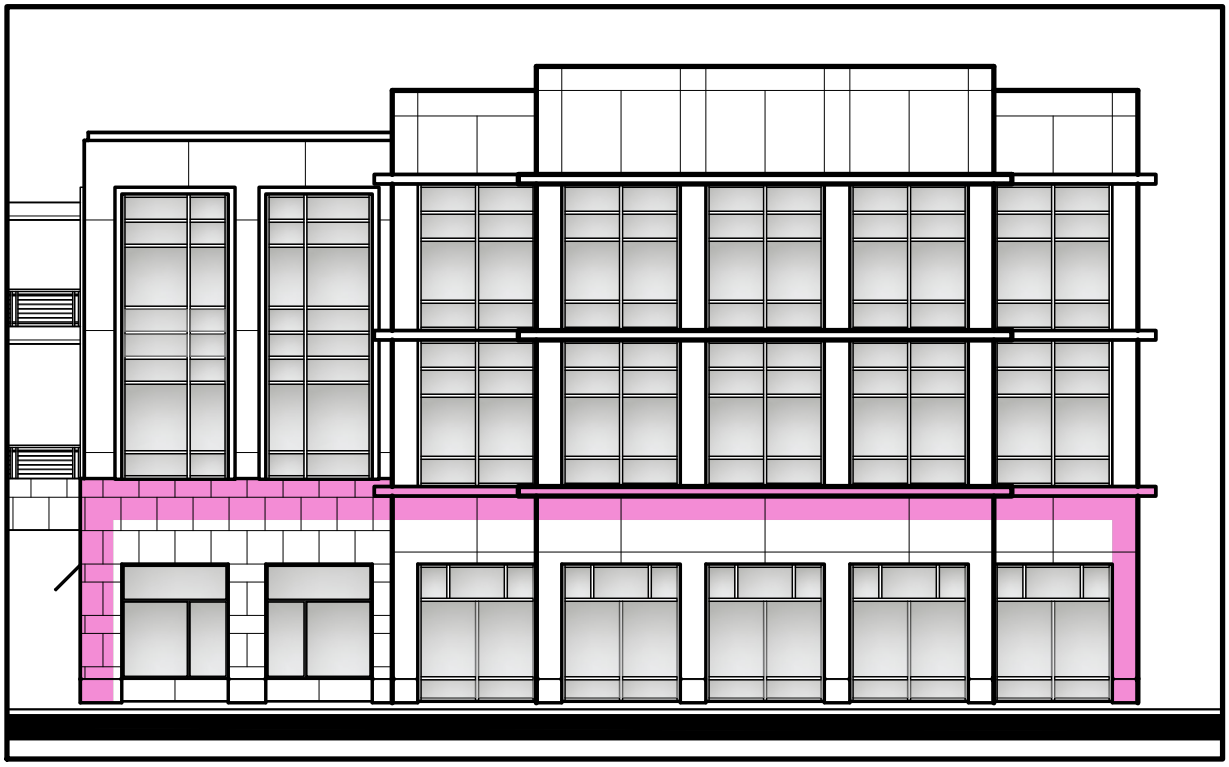
(561) 368-1403



87 SF WDW. 87 SF WDW. 115 SF WDW. 115 SF WDW. 115 SF WDW. 115 SF WDW. 115 SF WDW.

60% of 1569.3 SF (WALL AREA) = 941.6 WDW. AREA REQ'D. - PROVIDED = 749 SF or 47.7%

BUILDING 4 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

BUILDING 4	STOREFRONT FACING STREETS			
	REQUIRED		PROVIDED	
EAST FACADE - UNIVERSITY DRIVE	NA	-	-	-
SOUTH FACADE - SAMPLE ROAD	60% OF 1,569.3 SF BUILDING WALL	941.6 SF	*47.7%	749 SF
NORTH FACADE - BROKEN WOODS DRIVE	NA	-	-	-

NOTE: 1. NO SURFACE EXCEEDS 20'-0" IN BLANK WALL.
2. BOTTOM EDGE OF WINDOWS ARE NO MORE THAN 30" ABV. F. FL.
3. RECESSED MAIN ENTRY FACES EAST MAIN STREET TO THE NORTH AND DOES NOT EXCEED A 5'-0" RECESS.

EXHIBIT 15

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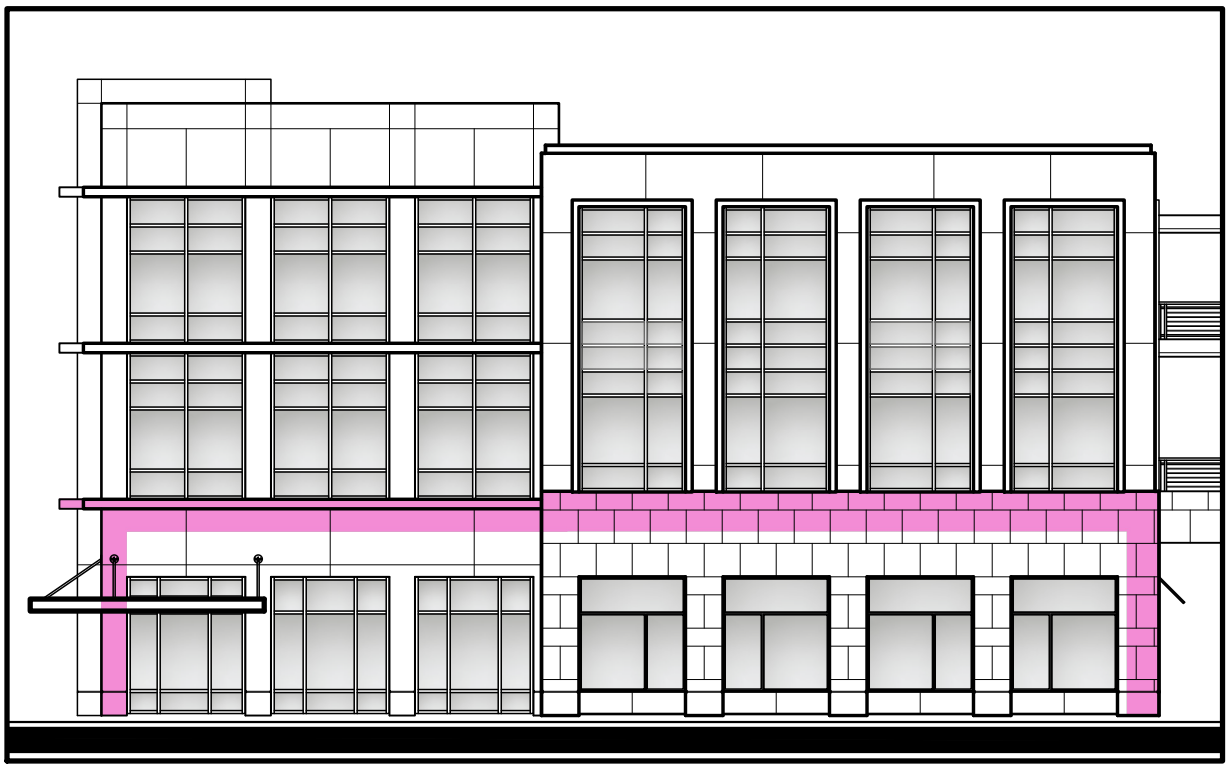
(561) 368-1403



115 SF WDW. 115 SF WDW. 115 SF WDW. 87 SF WDW. 87 SF WDW. 87 SF WDW. 87 SF WDW.

60% of 1569.3 SF (WALL AREA) = 941.6 WDW. AREA REQ'D. - PROVIDED = 693 SF or 44.2%

BUILDING 5 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

BUILDING 5	STOREFRONT FACING STREETS			
	REQUIRED		PROVIDED	
EAST FACADE - UNIVERSITY DRIVE	NA	-	-	-
SOUTH FACADE - SAMPLE ROAD	60% OF 1,569.3 SF BUILDING WALL	941.6 SF	*44.2%	693 SF
NORTH FACADE - BROKEN WOODS DRIVE	NA	-	-	-

NOTE: 1. NO SURFACE EXCEEDS 20'-0" IN BLANK WALL.
2. BOTTOM EDGE OF WINDOWS ARE NO MORE THAN 30" ABV. F. FL.
3. RECESSED MAIN ENTRY FACES EAST MAIN STREET TO THE NORTH AND DOES NOT EXCEED A 5'-0" RECESS.

EXHIBIT 16

Vander Ploeg and Associates, Inc.
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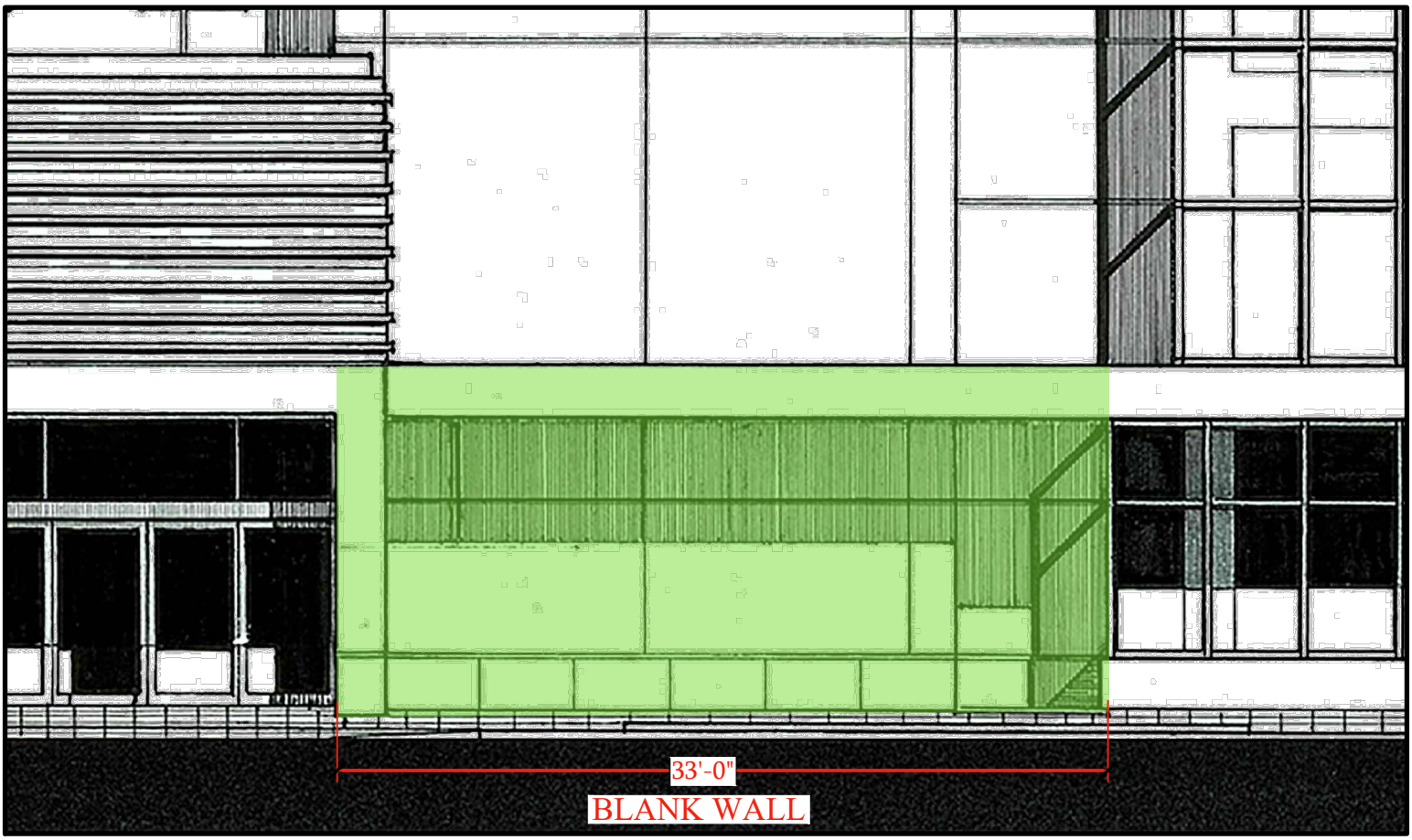
400 south dixie highway, suite 220
boca raton, florida 33432
(561) 368-1403



SCALE: ⅛" = 1'-0"

BUILDING 1 EAST ELEVATION

EXHIBIT 17.1

Vander Ploeg and Associates, Inc.
architects and planners
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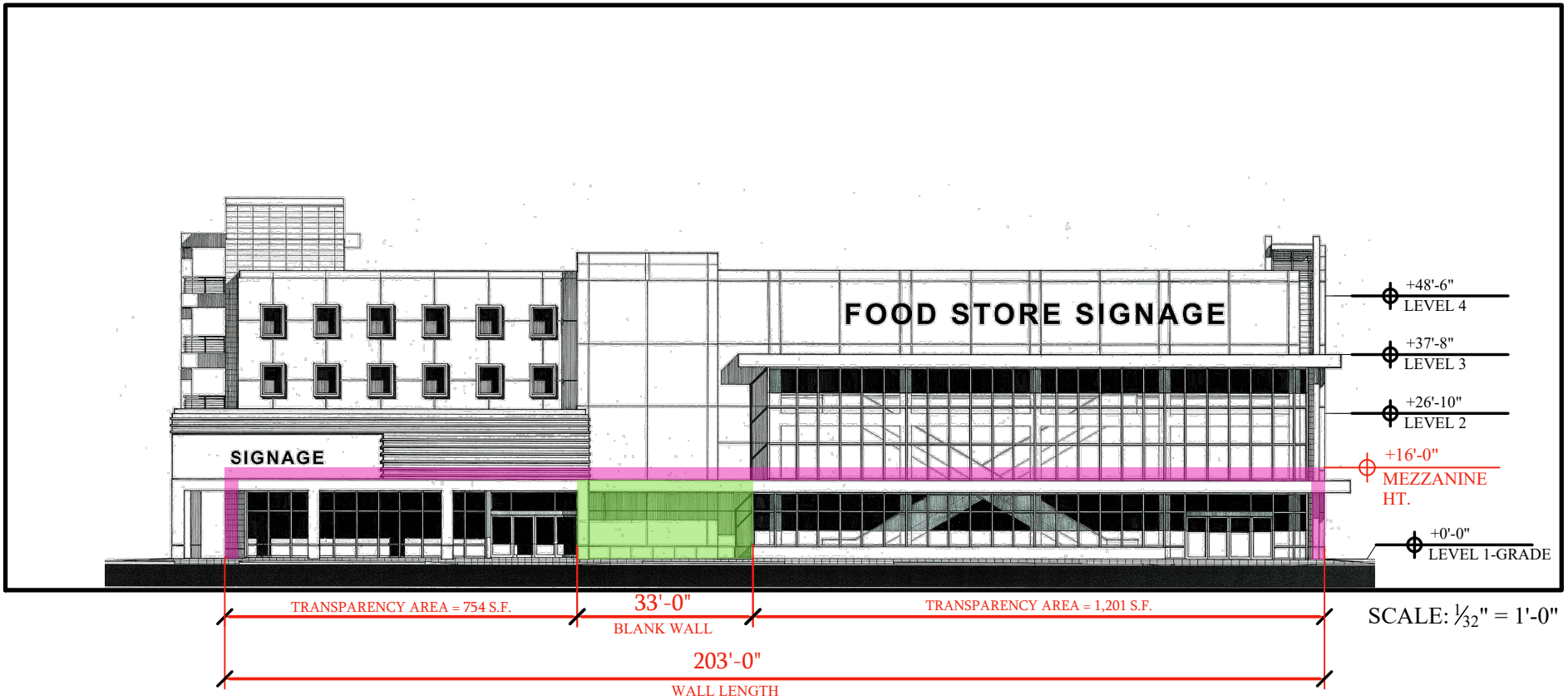
boca raton, florida 33432
(561) 368-1403



203' WALL LENGTH x 16'-0" = 3,248 S.F. TOTAL WALL AREA
x 0.6 (60% REQ'D.)
1,948.8 SF OF TRANSPARENCY REQ'D.

TRANSPARENCY PROVIDED = 754 S.F. + 1,201 S.F. = 1,955 S.F. PROVIDED = 60.2%

EXHIBIT 17.2

Vander Ploeg and Associates, Inc.
architects and planners
400 south dixie highway, suite 220
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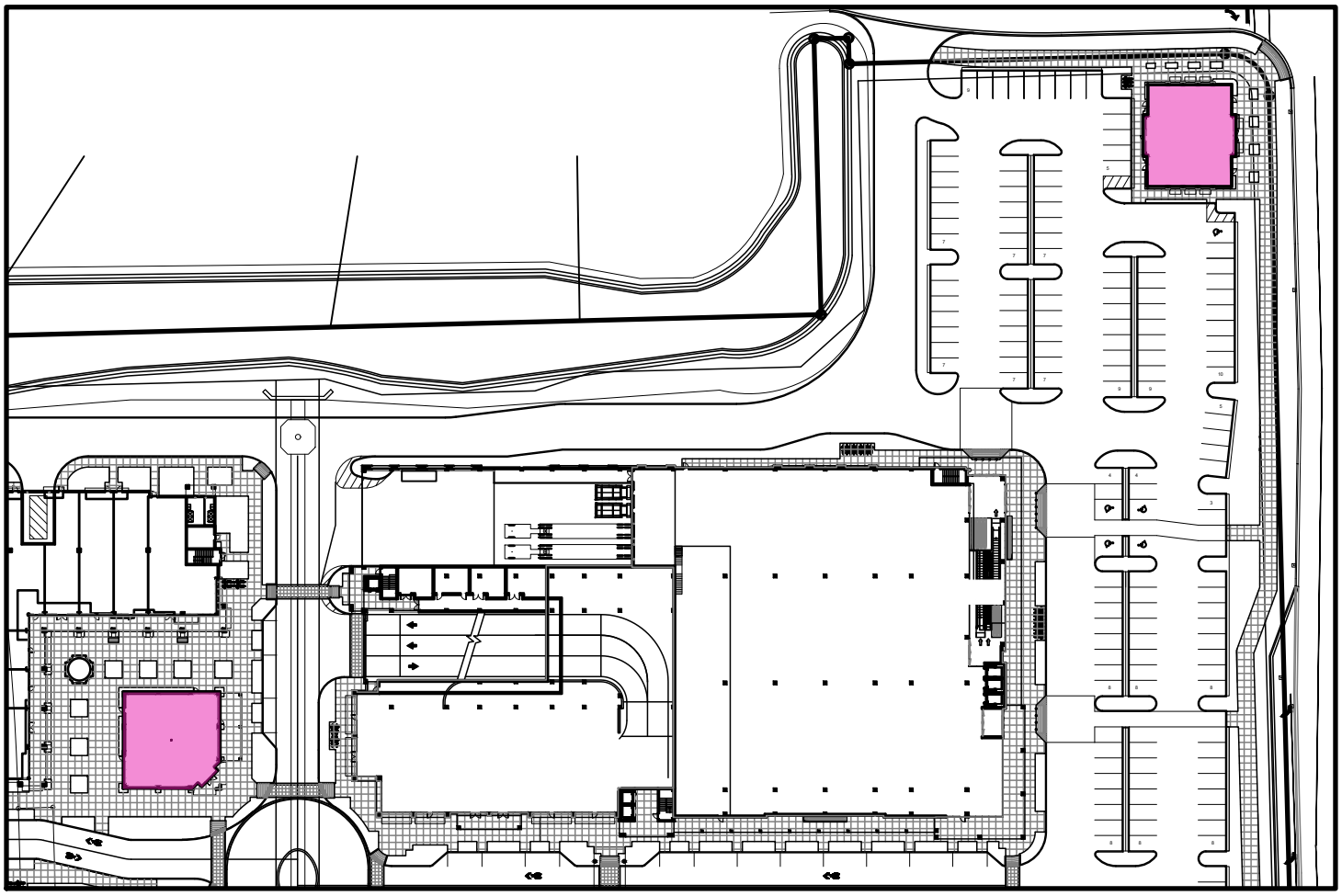
(561) 368-1403

BUILDING 2
1-STORY
SEE EXHIBIT 18.2



BUILDING 6
1-STORY
SEE EXHIBIT 5

BUILDINGS 2 & 6
LOCATOR PLAN

EXHIBIT 18.1

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400 south dixie highway, suite 220
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(561) 368-1403

BUILDING 2 EAST ELEVATION

SCALE: 1/16" = 1'-0"

BUILDING 2 WEST ELEVATION

SCALE: 1/16" = 1'-0"

BUILDING 2 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

See Exhibit 5 for Elevation of Single Story Building 6.

EXHIBIT 18.2

Vander Ploeg and Associates, Inc.
architects and planners
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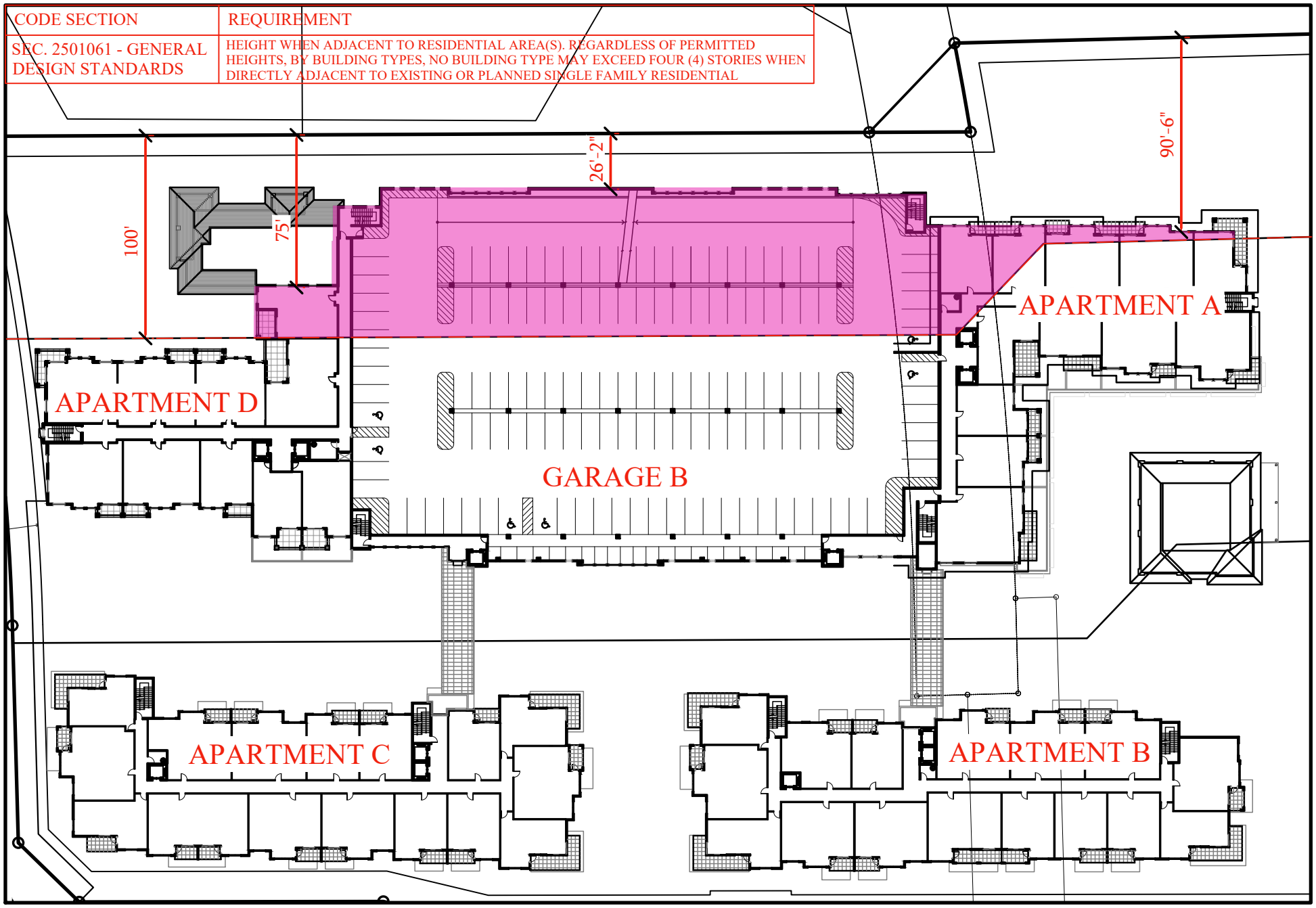
(561) 368-1403

CODE SECTION	REQUIREMENT
SEC. 2501061 - GENERAL DESIGN STANDARDS	HEIGHT WHEN ADJACENT TO RESIDENTIAL AREA(S). REGARDLESS OF PERMITTED HEIGHTS, BY BUILDING TYPES, NO BUILDING TYPE MAY EXCEED FOUR (4) STORIES WHEN DIRECTLY ADJACENT TO EXISTING OR PLANNED SINGLE FAMILY RESIDENTIAL



= PORTIONS OF BUILDINGS 'A','D', AND GARAGE 'B' ENCROACHING 100' "DOWNTOWN EDGE DISTRICT" SETBACK ABOVE (4) STORIES

NOTE: NO BLDG. EAST OF THE N/S PEDESTRIAN STREET EXCEEDS 4 STORIES

EXHIBIT 19.1

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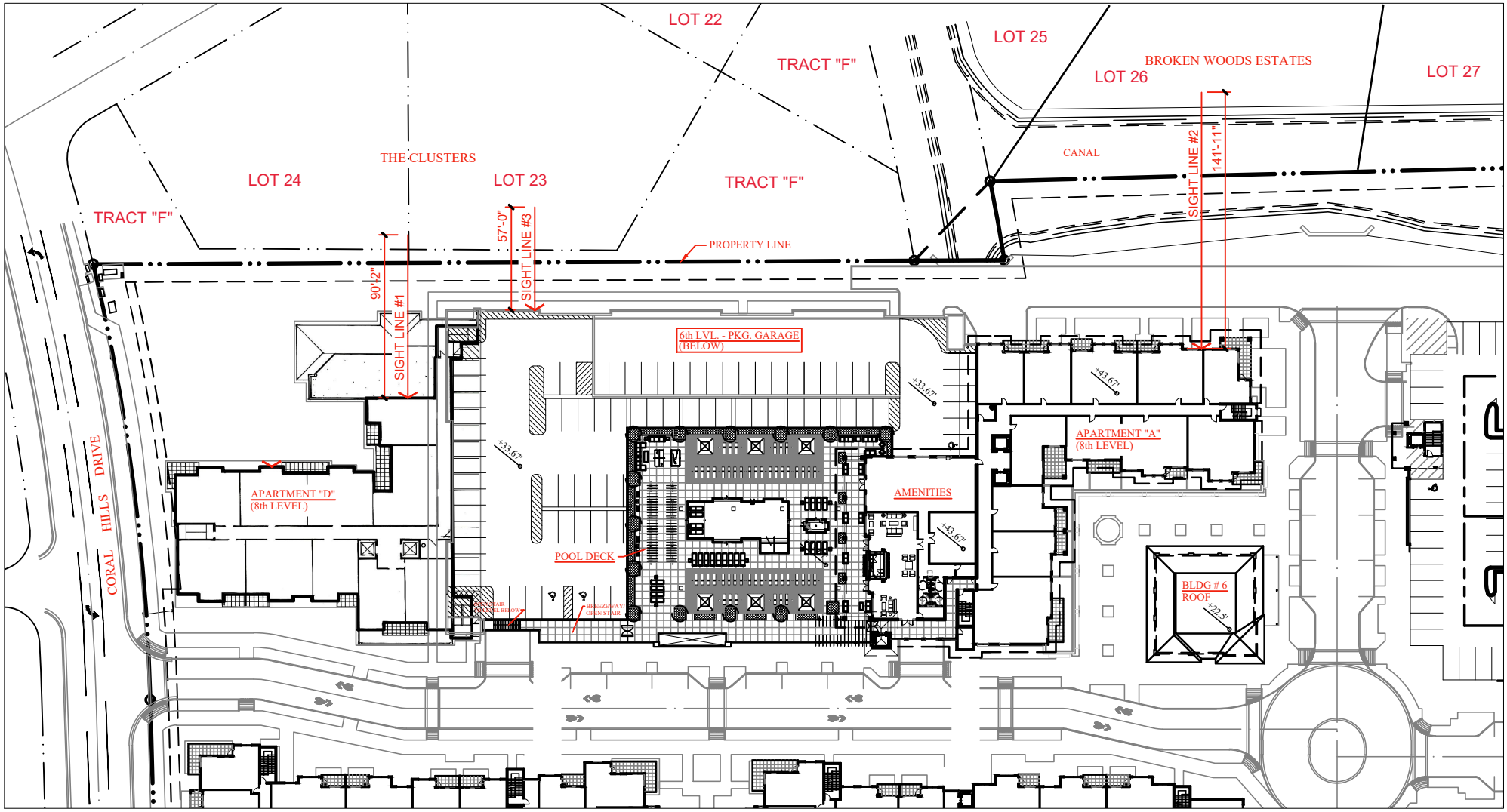
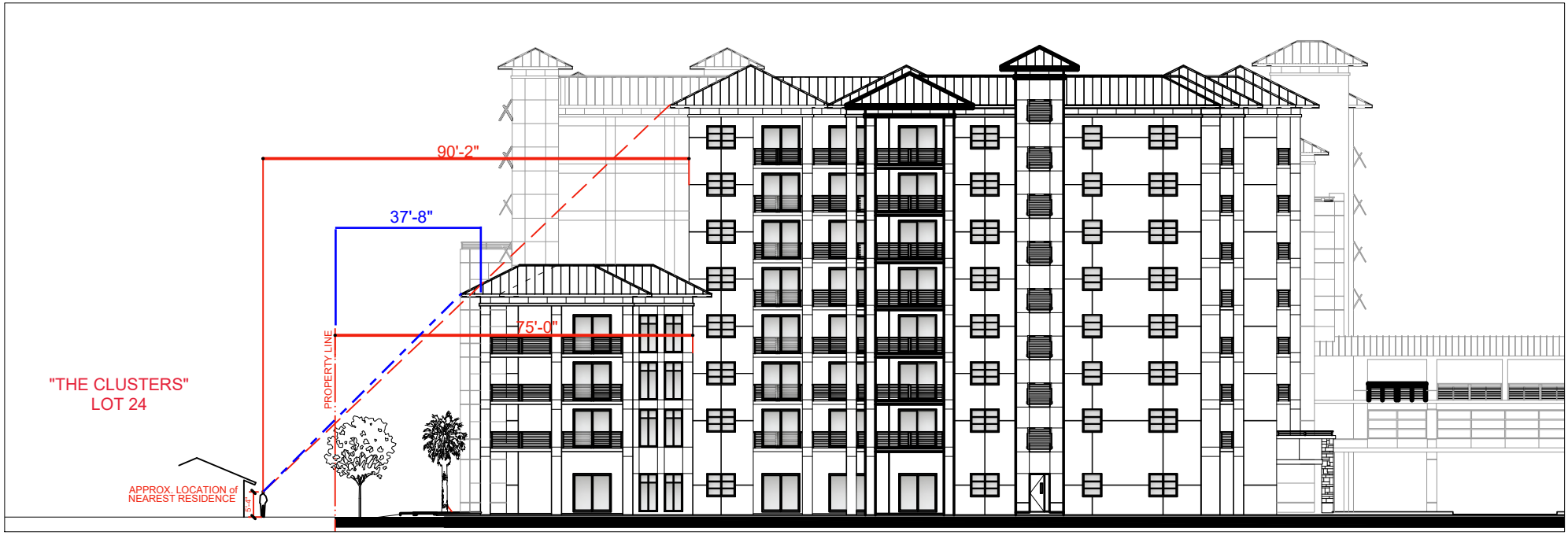


SIGHT LINE LOCATOR PLAN

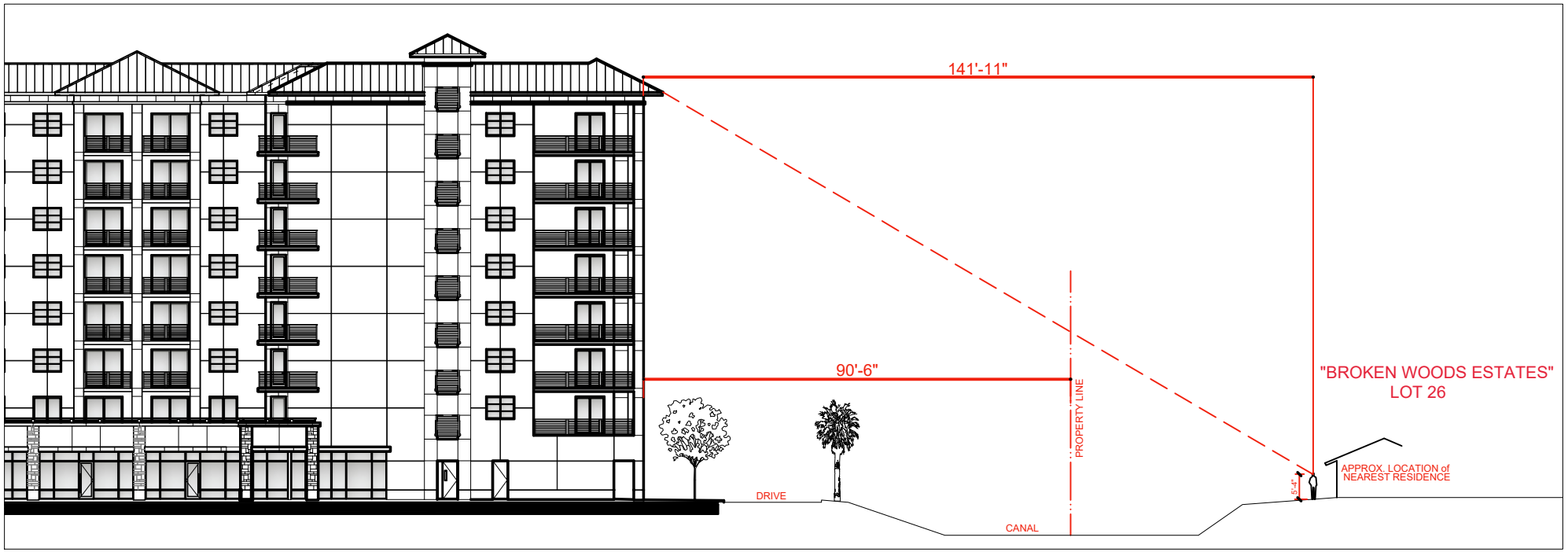
EXHIBIT 19.2

Vander Ploeg and Associates, Inc.
architects and planners
400 south dixie highway, suite 220
boca raton, florida 33432
(561) 368-1403



APARTMENT D WEST ELEVATION
SCALE: 1/32" = 1'-0"

SITE LINE DIAGRAM #1



APARTMENT A EAST ELEVATION
SCALE: 1/32" = 1'-0"

SITE LINE DIAGRAM #2

EXHIBIT 19.3

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400 south dixie highway, suite 220
boca raton, florida 33432
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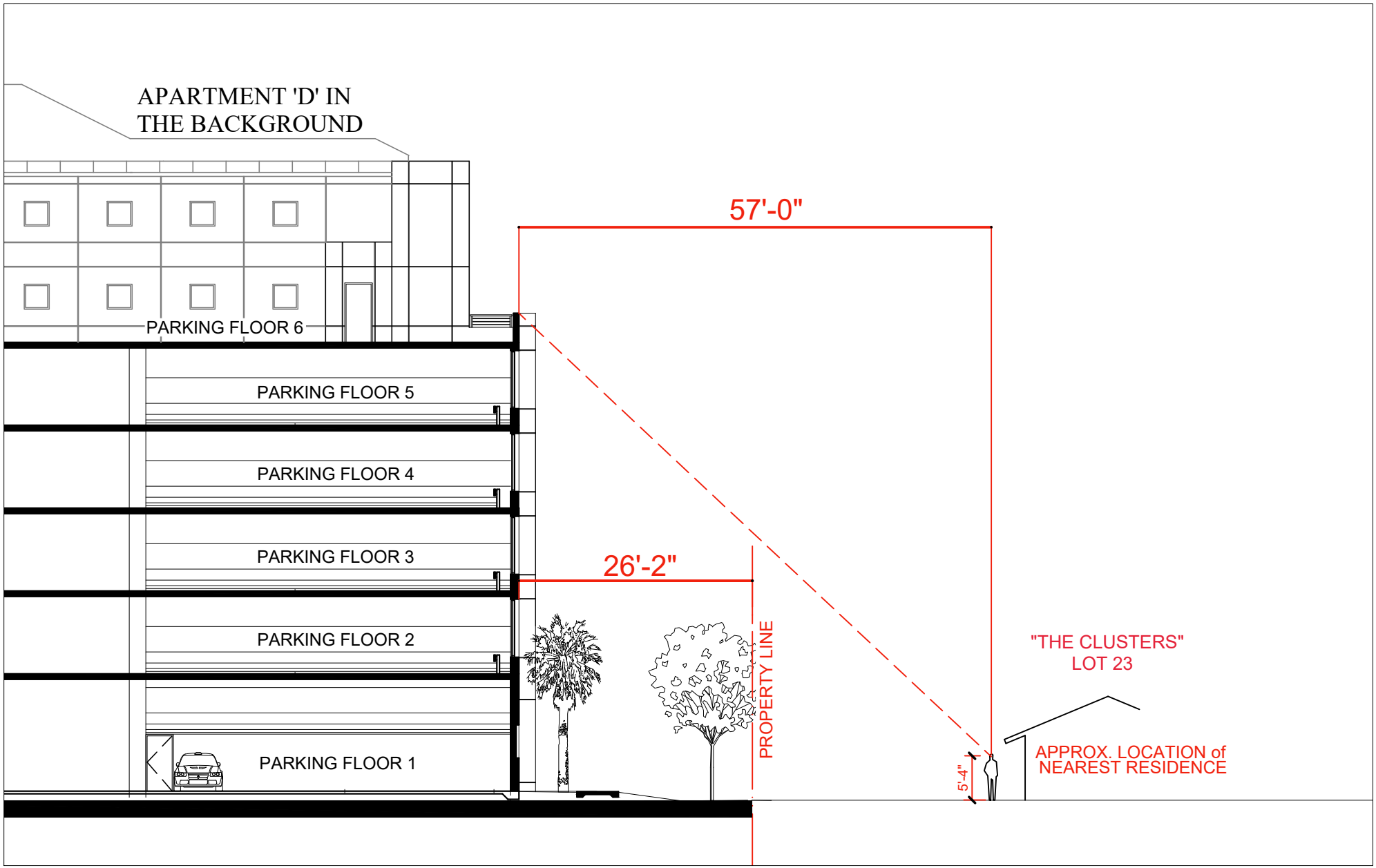


GARAGE B SECTION
SCALE: 1/16" = 1'-0"

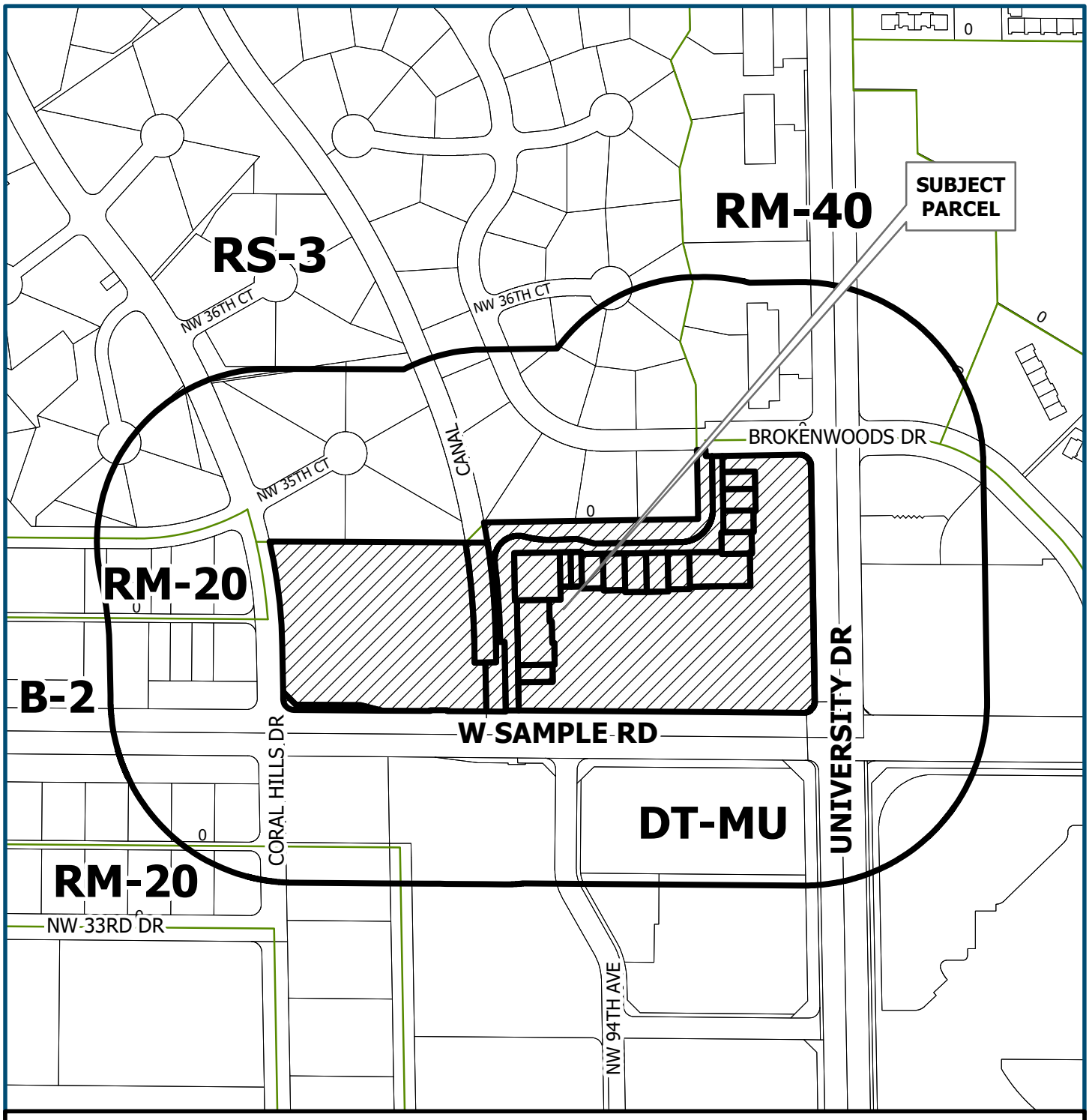
SITE LINE DIAGRAM #3

EXHIBIT 19.4

Vander Ploeg and Associates, Inc.
architects and planners
400 south dixie highway, suite 220
boca raton, florida 33432
(561) 368-1403

CODE SECTION	SUBSECTION	REQUIREMENT	REQUEST	REQUEST #
Sec. 2501049. DT Regulating Plan		Mid-rise cannot exceed 5 stories in height unless the building and lot size is located a minimum of 250 ft. from SFR zoned district.	Apartment A (8 Stories)	1
			Apartment D (8 Stories)	2
			Building 7/Garage B (6 Floors)	3
		Required Building Frontage - 75% min. University Drive	~10%	4
		Required Building Frontage - 75% min. Sample Road	~68%	5
		Required Building Frontage - 50% min. Coral Hills Drive	~46%	6
Sec. 2501055. Circulation	2501055(1) Main Street Design Parameters	Bike Lane Width (min/max): 5/7 ft.	(E/W) No Individual Bike Lane, Proposed Sharrow/"Shared Bike Lane"	7
	2501055(2) Pedestrian Street Design Parameters	Through Lane Width (min/max): 10/11 ft.	(N/S) Roadway exceeds maximum width - 12 ft.	8
Sec. 2501056. Block Length & Perimeter		Core Block Length (min/max) 300/500 ft.	Broken Woods Drive(min): ~263 ft. Sample Road(max): ~578 ft; ~654 ft. University Drive(max): ~598 ft.	9
Sec. 2501058. Building Typologies	Sec. 2501058(2)(d) Building Height	1st Floor Nonresidential Building Height (max) – 20 ft.	Building 6: 23 ft.	10
		2nd Story and Higher Height (max.):12 ft.	Building 3: 13 ft.	11
			Building 4: 13 ft.	12
			Building 5: 13 ft.	13
Sec. 2501059. DT-MU Building Type Table	MR Mid Rise	*Parking Provisions:* Zone 1 and 4 Not Permitted	161 spaces fronting University Drive & Sample Road	14
		Lot Requirements: Lot Width (min/max):120/300 ft.	No individual lots proposed – existing lot widths exceed 300 ft.	15
		Building Envelope: Street Setback Coral Hills Drive (min/max): 5/15 ft.	Apartment C: ~17 ft.	16
			Apartment D: ~20 ft.	17
		Street Setback - Sample Road (min/max): 5/30 ft.	Apartment B: ~32 ft.	18
		Street Setback - University Drive (min/max) 10/20 ft.	Building 1: 165'	19
			Building 3: 189'	20
	'C' Commercial Private Frontage	Ground Floor Transparency – Commercial Private Frontage (60%)	<u>Building 3</u> East: ~53% South:~41%	21

			Building 4 South: ~48%.	22
			Building 5 South: ~44%.	23
		Blank Wall Separation (max): 20 ft.	Building 1 East: 33 ft.	24
	Permitted Building Type Per Subdistrict	No single-story commercial permitted in Core Subdistrict	Building 2 – single story	25
			Building 6 – single story	26
Sec. 2501061. General Design Standards	2501061(1)(a) Height Adjacent To Residential Areas	No building type may exceed four 4 stories when directly adjacent to existing or planned single family residential.	Apartment A: 8 stories	27
			Apartment D: 8 stories	28
			Building 7/Garage B: 6 stories	29



July 24, 2023

CA23-0001 & SE23-0001
PARCELS A & B, CORAL HILLS-SAMPLE
PARCELS A, B, LOTS 1-30, CANAL & MAINTENANCE AREA & SERVICE DRIVE VILLAGE SQUARE
FOLIOS: 484116170010, 484116170020, 484116100320, 484116100010, 484116100020, 484116100040, 484116100060, 484116100080, 484116100110, 484116100120, 484116100150, 484116100170, 484116100190,484116100210, 484116100220, 484116100230, 484116100240, 484116100300, 484116100322, 484116100310, 484116100330

Subject Parcel

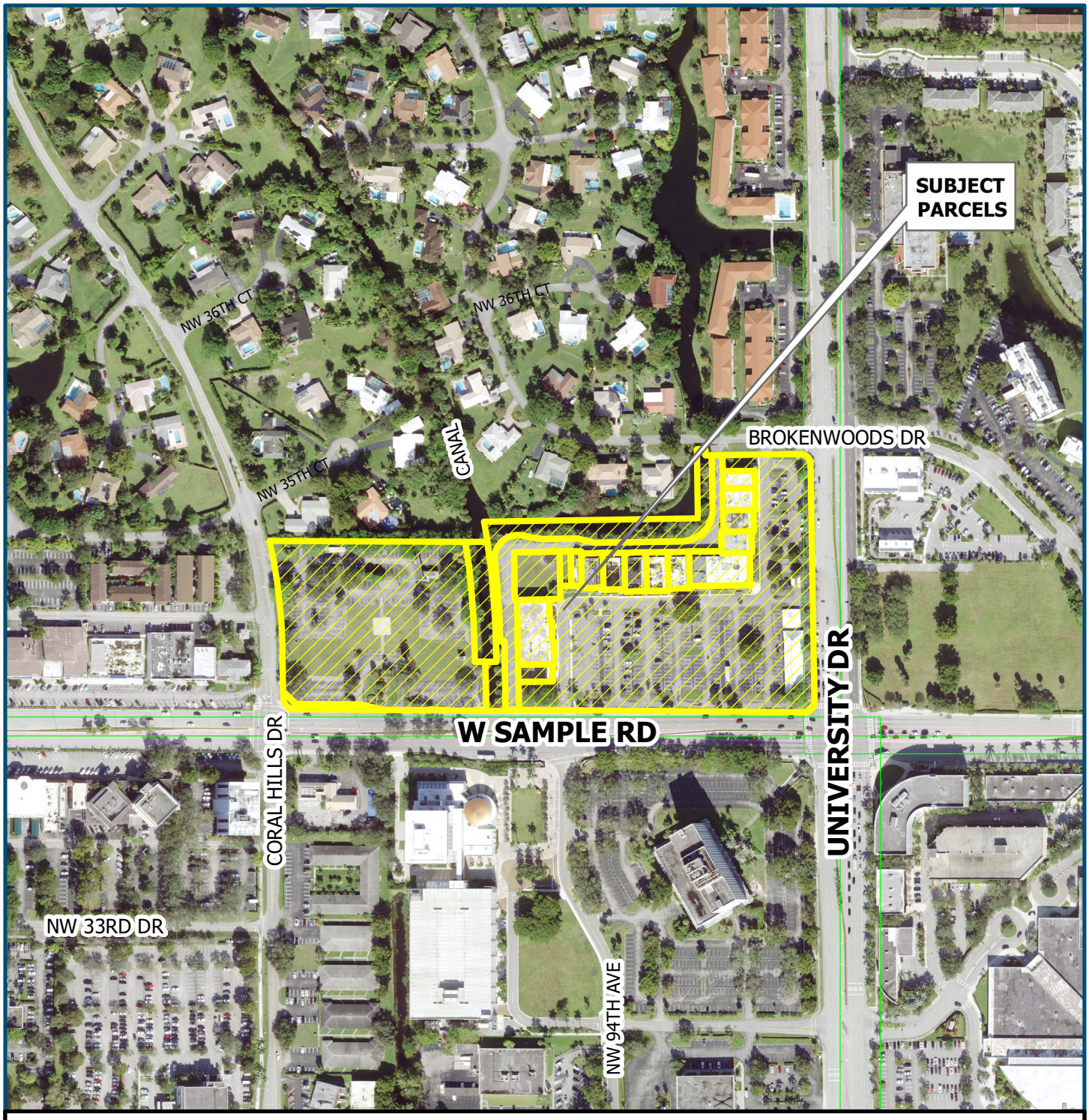
400' Buffer

N
W E
S

0 140 280
Feet

CORAL SPRINGS
EVERYTHING UNDER THE SUN

jlane 7-21-2023



July 24, 2023

CA23-0001 & SE23-0001

PARCELS A & B, CORAL HILLS-SAMPLE

PARCELS A, B, LOTS 1-30, CANAL & MAINTENANCE AREA & SERVICE DRIVE VILLAGE SQUARE

FOLIOS: 484116170010, 484116170020, 484116100320, 484116100010, 484116100020, 484116100040, 484116100060, 484116100080, 484116100110, 484116100120, 484116100150,484116100170, 484116100190,484116100210, 484116100220, 484116100230, 484116100240, 484116100300, 484116100322, 484116100310, 484116100330

Subject Parcel

N W E S

0 140 280

Feet

CORAL SPRINGS

EVERYTHING UNDER THE SUN

jlane 7-21-2023

LOCATION PLAN
NOT TO SCALE

SITE DATA

PROPERTY CONTROL NUMBERS (PCN):
EAST PARCEL: 4841-16-10-0320
WEST PARCEL: 4841-16-17-0010 (FORMER CITY HALL)
SEE SHEET ZP-0 "LAND AREA BREAKDOWN" FOR COMPLETE PCN INFORMATION.

ZONING DISTRICT: DOWNTOWN MIXED-USE (DT-MU)
LAND USE DESIGNATION: LOCAL ACTIVITY CENTER (LAC)

FEMA FLOOD ZONES: AE and X

USES: RESIDENTIAL MULTI-FAMILY, OFFICE, GROCERY STORE AND RETAIL

TOTAL DU PROVIDED: 32.14 DU/AC

LOT AREA SUMMARY: (See Land Area Breakdown Sheet ZP-0)

TRACTS A,B,C,D,E,F,G,and H:	332,434 sf / 7.632 AC
TRACT "J"-Parcel "A" and Canal Parcel "B":	188,288 sf / 4.322 AC
CANAL PARCELS "A" and TRACT "I":	37,657 sf / .864 AC
GROSS SITE AREA:	558,379 sf / 12.818 AC

BUILDING TYPE: COMMERCIAL & MR-MID-RISE

BUILDING HT.: MAX. PERMITTED: 4 MIN. - 8 MAX. STORIES
PROPOSED BUILDING MAX. HEIGHT: +83'-8" (EIGHT STORIES)

NOTE; INFORMATION FOR THIS SITE PLAN TAKEN FROM AN "ALTA" SURVEY PREPARED BY PULICE LAND SURVEYORS, INC., SUNRISE, FLORIDA 33351 DATED: FEB. 16, 2020

BUILDING DATA:

EAST DEVELOPMENT

BUILDING 1		
COMMERCIAL SPACE	18,257 SF	58,526 SF USED FOR EASTERN PORTION RETAIL PARKING CALC.
FOOD STORE "GROCERY":	40,269 SF	
CORES + LOBBIES + B.O.H.:	2,854 SF	
PARKING GARAGE "A" =	259,625 SF	
TOTAL BUILDING 1 =	321,005 SF	
BUILDING 2 (1 STORY) =	3,011 SF	
RETAIL/OFFICE BUILDING 3 (3 STORY) =	17,331 SF	15,834 SF USED FOR EASTERN RETAIL PARKING CALC.
RETAIL/OFFICE BUILDING 4 (3 STORY) =	15,005 SF	
RETAIL/OFFICE BUILDING 5 (3 STORY) =	13,978 SF	
BLDG. 4+5 COMMON STAIR/WALKWAY =	1,128 SF	
TOTAL EAST DEVELOPMENT	371,458 SF	

WEST DEVELOPMENT

RETAIL BUILDING 6 =	2,988 SF	11,223 SF USED FOR WESTERN RETAIL PARKING CALC.
RETAIL BUILDING 7 =	12,137 SF	
LEASING/MANAGEMENT OFFICES =	3,902 SF	
APARTMENT AMENITIES (ROOF) =	10,156 SF	13,918 SF USED FOR WESTERN RETAIL PARKING CALC.
RETAIL BELOW APARTMENT "A" =	13,918 SF	
APARTMENT "A" (84 UNITS - 8 STORY) =	102,628 SF	
APARTMENT "B" (121 UNITS - 8 STORY) =	138,204 SF	
RESTAURANT B-1 =	3,307 SF	5,604 SF USED FOR WESTERN RETAIL PARKING CALC.
RESTAURANT B-2 =	2,297 SF	
APARTMENT "C" (121 UNITS - 8 STORY) =	136,224 SF	6,257 SF USED FOR WESTERN RETAIL PARKING CALC.
RESTAURANT C-1 =	3,210 SF	
RESTAURANT C-2 =	3,047 SF	
APARTMENT "D" (86 UNITS - 8 STORY) =	119,420 SF	
APARTMENT "B" + "C" BRIDGES =	3,576 SF	
PARKING GARAGE "B" =	301,273 SF	
TOTAL WEST DEVELOPMENT	856,287 SF	

TOTAL BUILDING AREA = 1,227,745 SF

BUILDING DATA IN USE CATAGORIES

COMMERCIAL AREAS (RETAIL & OFFICE):	148,755 SF
APARTMENTS INCLUDING BRIDGES & 7TH FLOOR AMENITIES (412 APT. UNITS):	510,208 SF
GARAGES + CORES, LOBBIES & B.O.H.:	568,782 SF
TOTAL:	1,227,745 SF

PARKING CALCULATION

(*Based Sec. 2501062 Table 1.0 DT-MU Parking Calculations)

PARKING REQUIRED:
REQUIRED PARKING at EASTERN PORTION OF PROJECT:

RETAIL USES: 74,360 sf @ 2.94/1000 sf =	219 SPACES*
OFFICE: 33,491 sf @ 2.84/1000 sf =	96 SPACES*
TOTAL SPACES REQUIRED (EASTERN PORTION):	315 SPACES

REQUIRED PARKING at WESTERN PORTION OF PROJECT:

APARTMENTS: 412 UNITS x 1.38 sp per UNIT =	569 SPACES*
OFFICE USE: 3,902 sf @ 2.84 sp per 1,000 sf =	12 SPACES*
RETAIL USE: 37,002 sf @ 2.94 sp per 1000 sf =	109 SPACES*
TOTAL SPACES REQUIRED (WESTERN PORTION):	690 SPACES

TOTAL PROJECT PARKING REQUIRED= 1005 SPACES

TOTAL PARKING PROVIDED:

PROVIDED PARKING at EASTERN PORTION OF PROJECT:

ON-GRADE PARKING:	187 SPACES
GARAGE "A" (4.5 FLOORS):	533 SPACES
TOTAL SP at EASTERN PORTION:	720 SPACES

675 STANDARD PARKING SPACES (9'x18'- on-grade + 9'x18'- garage)
22 PARALLEL PARKING SPACES (9'x25' + 9'x20'-on-grade)
23 VAN/REGULAR ACCESSIBLE HANDICAP SPACES (12' x 18')**
720 TOTAL SPACES PROVIDED
** ADA PARKING REQUIRED/PROVIDED = 15 sp REQUIRED (2% of total) WITH 23 sp PROVIDED

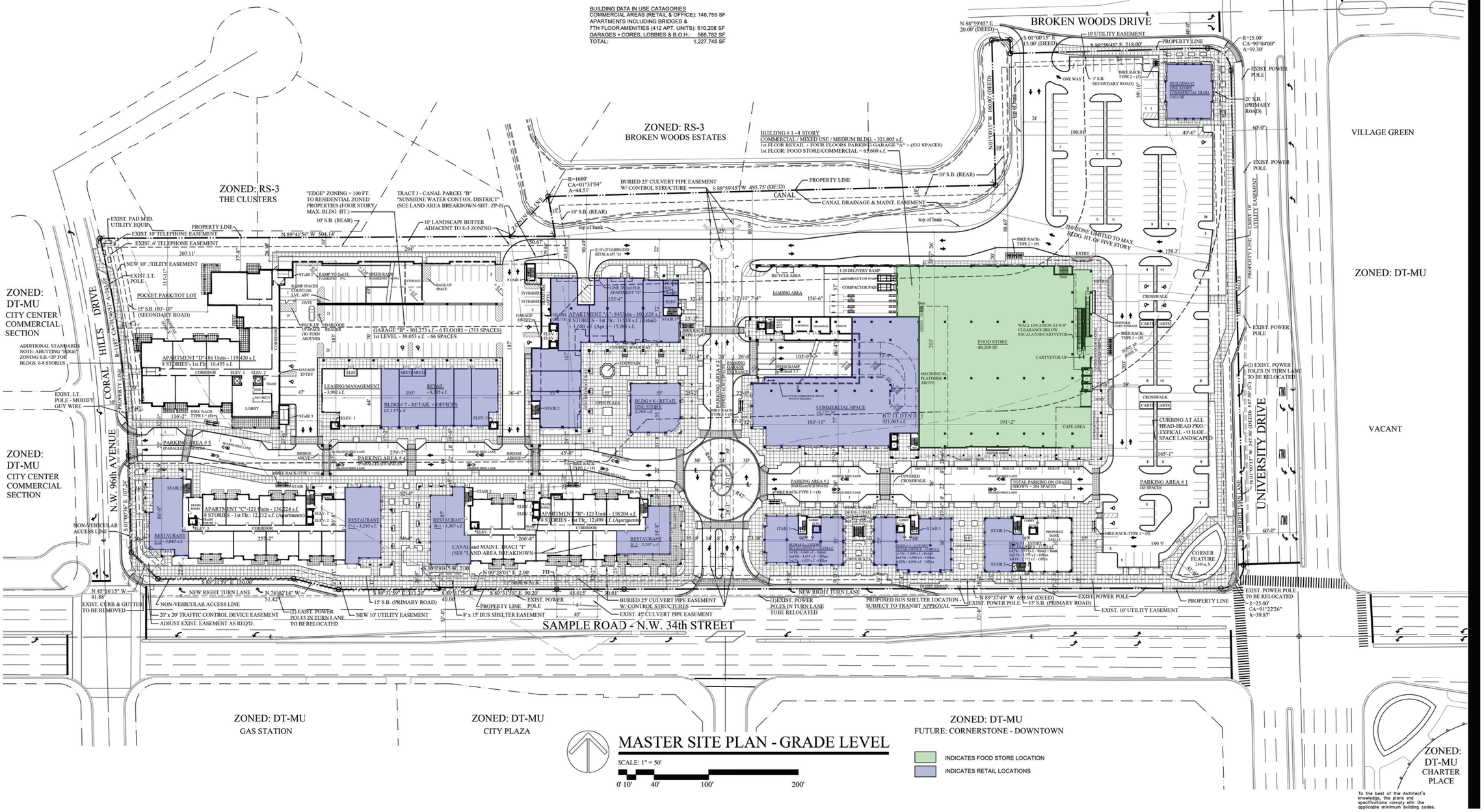
PROVIDED PARKING at WESTERN PORTION OF PROJECT:

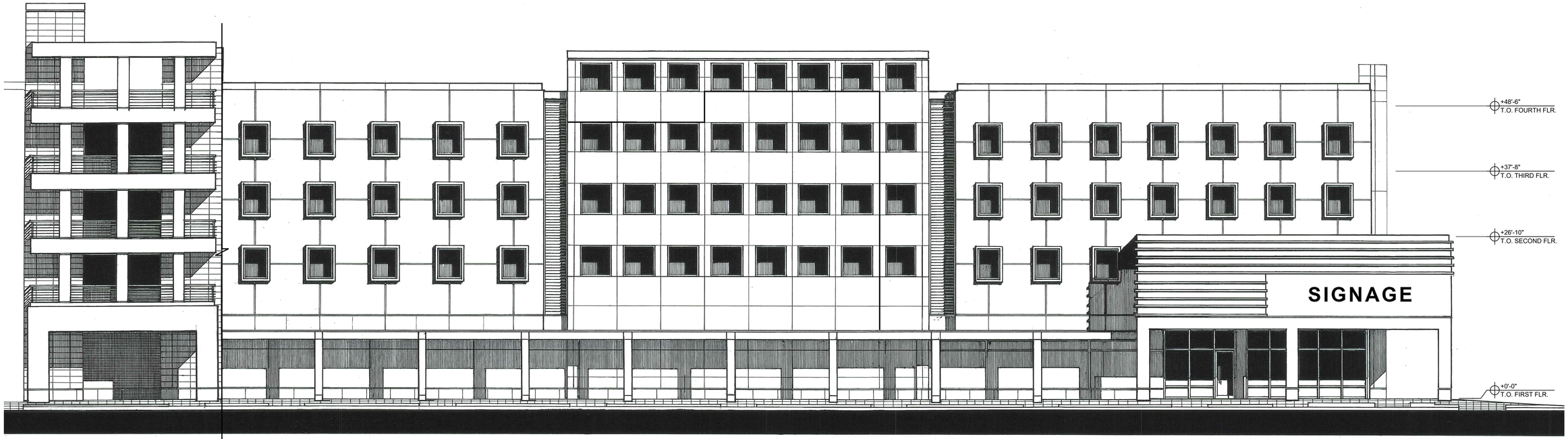
ON-GRADE PARKING:	13 SPACES
GARAGE "B" (6 FLOORS):	713 SPACES
TOTAL SP at WESTERN PORTION:	726 SPACES

677 STANDARD PARKING SPACES (9'x18'- on-grade + 9'x18'- garage)
13 PARALLEL PARKING SPACES (9'x25' + 9'x20'-on-grade)
36 VAN/REGULAR ACCESSIBLE HANDICAP SPACES (12' x 18')**
726 TOTAL SPACES PROVIDED
** ADA PARKING REQUIRED/PROVIDED = 15 sp REQUIRED (2% of total) WITH 24 sp PROVIDED

TOTAL PROJECT PARKING PROVIDED = 1446 SPACES

BIKE RACK CALCULATIONS:
1446 SPACES PROVIDED @ 1 RACK PER 40 SP = 37 BIKE RACKS REQ'D.
10 TOTAL BIKE RACK LOCATIONS PROVIDED:
7 (TYPE 1) RACKS LOCATIONS HOLDING 4 BIKES = 28 BIKES
7 (TYPE 2) RACKS LOCATIONS HOLDING 3 BIKES = 21 BIKES
TOTAL BIKES PROVIDED: 49 BIKES


ZONED: RM-40
BROKEN WOODS ESTATES
BROKEN WOODS DRIVE
ZONED: RS-3
BROKEN WOODS ESTATES
ZONED: RS-3
THE CLUSTERS
ZONED: DT-MU
CITY CENTER
COMMERCIAL
SECTION
ZONED: DT-MU
CITY CENTER
COMMERCIAL
SECTION
ZONED: DT-MU
VILLAGE GREEN
ZONED: DT-MU
VACANT
ZONED: DT-MU
GAS STATION
ZONED: DT-MU
CITY PLAZA
ZONED: DT-MU
FUTURE: CORNERSTONE - DOWNTOWN
ZONED: DT-MU
CHARTER PLACE
CORAL HILLS DRIVE
N.W. 96th AVENUE
UNIVERSITY DRIVE
SAMPLE ROAD - N.W. 34th STREET
CANAL
BUILDING # 1 - 4 STORY
COMMERCIAL / MIXED USE / MEDIUM BLDG. - 321,005 s.f.
1st FLOOR RETAIL + FOUR FLOORS PARKING GARAGE "A" = (533 SPACES)
1st FLOOR: FOOD STORE/COMMERCIAL = 65,600 s.f.
FOOD STORE 40,269 SF
COMMERCIAL SPACE 18,257 SF
BUILDING 321,005 s.f.
MECHANICAL PLATFORM ABOVE
APARTMENT "A" - 84 Units - 102,628 s.f.
8 STORIES - 1st Flr.: 13,318 s.f. (Retail)
1,680 s.f. (Apt.) = 15,398 s.f.
APARTMENT "B" - 121 Units - 138,204 s.f.
8 STORIES - 1st Flr.: 12,498 s.f. (Apartments)
APARTMENT "C" -121 Units - 136,224 s.f.
8 STORIES - 1st Flr.: 12,212 s.f. (Apartments)
APARTMENT "D" - 86 Units - 119,420 s.f.
8 STORIES - 1st Flr.: 16,455 s.f.
GARAGE "B" - 301,273 s.f. - 6 FLOORS = (713 SPACES)
1st LEVEL - 39,053 s.f. - 66 SPACES
BUILDING #2
ONE STORY
COMMERCIAL BLDG.
3,011 SF
BLDG # 6 - RETAIL
ONE STORY
2,988 s.f.
BLDG # 7 - RETAIL + OFFICES
12,137 s.f.
LEASING/MANAGEMENT
- 3,902 s.f.
RETAIL
- 8,235 s.f.
RESTAURANT
C-1 - 3,210 s.f.
RESTAURANT
C-2 - 3,047 s.f.
RESTAURANT
B-1 - 3,307 s.f.
RESTAURANT
B-2 - 2,297 s.f.
FOOD STORE
40,269 SF
COMMERCIAL SPACE
18,257 SF
CAFE AREA
PARKING AREA # 1
165 SPACES
PARKING AREA # 2
PARKING AREA # 3
PARKING AREA # 4
PARKING AREA # 5
TOTAL PARKING ON GRADE SHOWN = 204 SPACES
POCKET PARK/TOT LOT
CANAL and MAINT. TRACT "I"
(SEE "LAND AREA BREAKDOWN
TRACT J - CANAL PARCEL "B"
"SUNSHINE WATER CONTROL DISTRICT"
(SEE LAND AREA BREAKDOWN-SHT. ZP-0)
"EDGE" ZONING = 100 FT.
TO RESIDENTIAL ZONED
PROPERTIES (FOUR STORY
MAX. BLDG. HT.)
10' LANDSCAPE BUFFER
ADJACENT TO R-3 ZONING
BURIED 25' CULVERT PIPE EASEMENT
W/ CONTROL STRUCTURE
BURIED 25' CULVERT PIPE EASEMENT
W/ CONTROL STRUCTURES
EXIST. 45' CULVERT PIPE EASEMENT
CANAL DRAINAGE & MAINT. EASEMENT
PROPERTY LINE
EXIST. 10' TELEPHONE EASEMENT
EXIST. 6' TELEPHONE EASEMENT
NEW 10' UTILITY EASEMENT
EXIST. LT. POLE
EXIST. PAD MTD. UTILITY EQUIP.
EXIST. LT. POLE - MODIFY GUY WIRE
ADDITIONAL STANDARDS NOTE: ABUTTING "EDGE" ZONING S.B.=20' FOR BLDGS. 6-8 STORIES
15' S.B. (SECONDARY ROAD)
10' S.B. (REAR)
20' S.B. (PRIMARY ROAD)
5' S.B. SECONDARY ROAD)
NON-VEHICULAR ACCESS LINE
20' x 20' TRAFFIC CONTROL DEVICE EASEMENT
ADJUST EXIST. EASEMENT AS REQ'D.
(2) EXIST. POWER POLES IN TURN LANE TO BE RELOCATED
NEW RIGHT TURN LANE
EXIST. POWER POLE
8' x 15' BUS SHELTER EASEMENT
(1) EXIST. POWER POLES IN TURN LANE TOBE RELOCATED
PROPOSED BUS SHELTER LOCATION - SUBJECT TO TRANSIT APPROVAL
EXIST. 10' UTILITY EASEMENT
EXIST. POWER POLE TO BE RELOCATED
R=25.00'
CA=91°22'26"
A=39.87'
CURBING AT ALL HEAD-HEAD PKG. TYPICAL - O.H.OF SPACE LANDSCAPED
CROSSWALK
BIKE RACK-TYPE 1 = (4)
BIKE RACK-TYPE 2 = (3)
SIDEWALK CART STORAGE
CORNER FEATURE
R=15.00'
CA=90°04'00"
A=39.30'
ONE WAY
ENTRY
EXIT
CARTEYOR-UP
WALL LOCATION AT 8'-0" CLEARANCE BELOW ESCALATOR/CARTEYOR
RECYCLE AREA
LOADING AREA
COMPACTOR PAD
1:20 DELIVERY RAMP
250' ZONE LIMITED TO MAX. BLDG. HT. OF FIVE STORY
N 88°59'45" E 20.00' (DEED)
S 01°00'15" E 15.00' (DEED)
N 88°59'45" E 218.00'
N 01°00'15" W 660.00' (DEED)
S 88°59'45" W 495.75' (DEED)
N 89°41'56" W 504.14'
N 45°16'15" W 41.88'
N 76°02'14" W 51.42'
S 89°31'59" E 111.20'
S 89°31'59" E 90.20'
S 89°31'59" E 45.015'
S 89°31'59" E 40.01'
N 89°37'49" W 659.94' (DEED)
S 01°00'15" W 547.08' (DEED) - 547.08' (C)
N 00°28'01" E 2.00'
S 00°28'01" W 2.00'
N 89°58'45" W 430.00'
N 01°00'56" E 107.24'
S 01°00'56" W 107.24'
R=1680'
CA=01°31'04"
A=44.51'
R=25.00'
CA=90°00'00"
A=39.27'
R=25.00'
CA=90°00'00"
A=39.27'
R=30'
R=45'
R=30'
R=45'
(1) 10' x 25' LOADING ZONE (RETAIL & APT. 'G')
(1) 10' x 25' LOADING ZONE (RETAIL & APT. 'G')
(1) HP & 25' LOADING ZONE
(1) HP & 25' LOADING ZONE
(1) HP & 25' LOADING ZONE



SOUTH ELEVATION (EAST HALF)

SCALE: 1/8" = 1'-0"

0' 5' 10' 20' 40'

SOUTH ELEVATION (WEST HALF)

SCALE: 1/8" = 1'-0"

0' 5' 10' 20' 40'

Vander Ploeg and Associates , Inc.
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CITY VILLAGE / AMERA

9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

project :

developed by : BARRON COMMERCIAL DEVELOPMENT/AMERA

comm. no. 17055.5
drawn
date 10 APR 2023
sheet no.
A-36
revision

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WEST ELEVATION

SCALE: 1/8" = 1'-0"

0' 5' 10' 20' 40'

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project :
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9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

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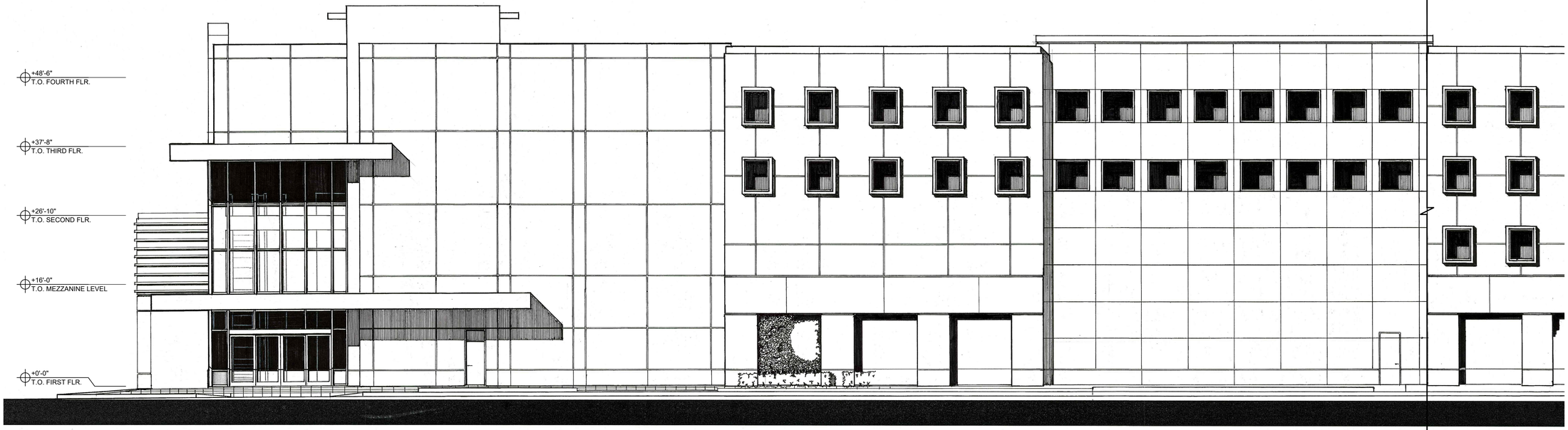
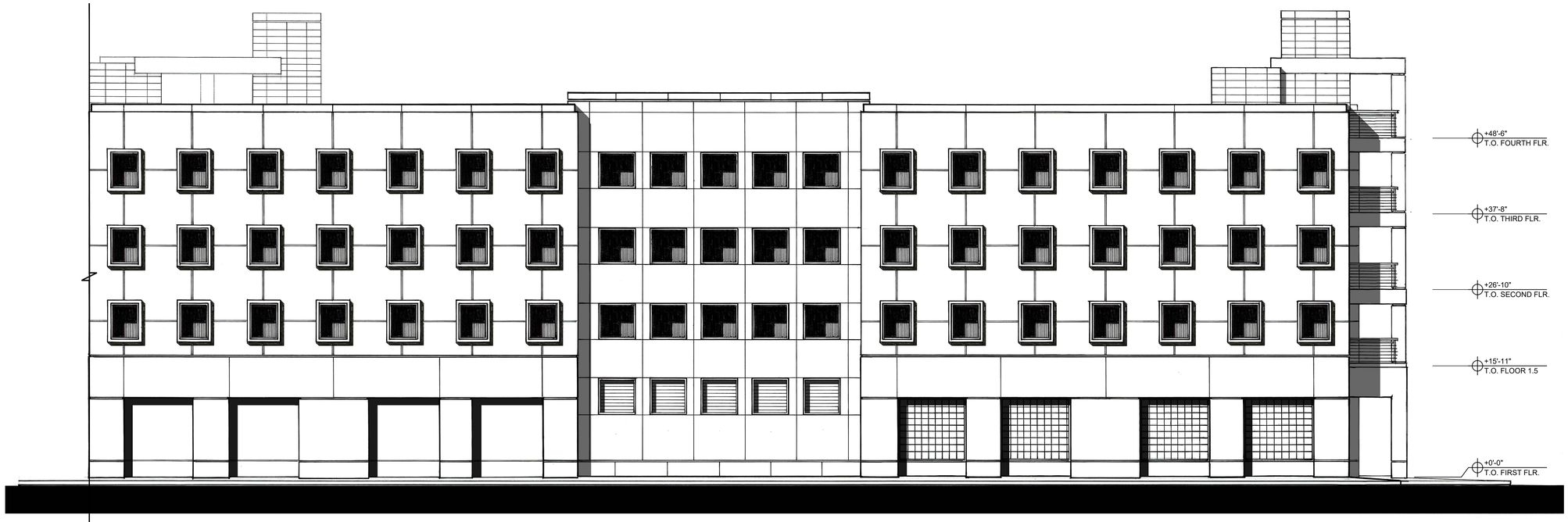


NORTH ELEVATION (EAST HALF)

SCALE: 1/8" = 1'-0"

0' 5' 10' 20' 40'



NORTH ELEVATION (WEST HALF)

SCALE: 1/8" = 1'-0"

0' 5' 10' 20' 40'

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9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

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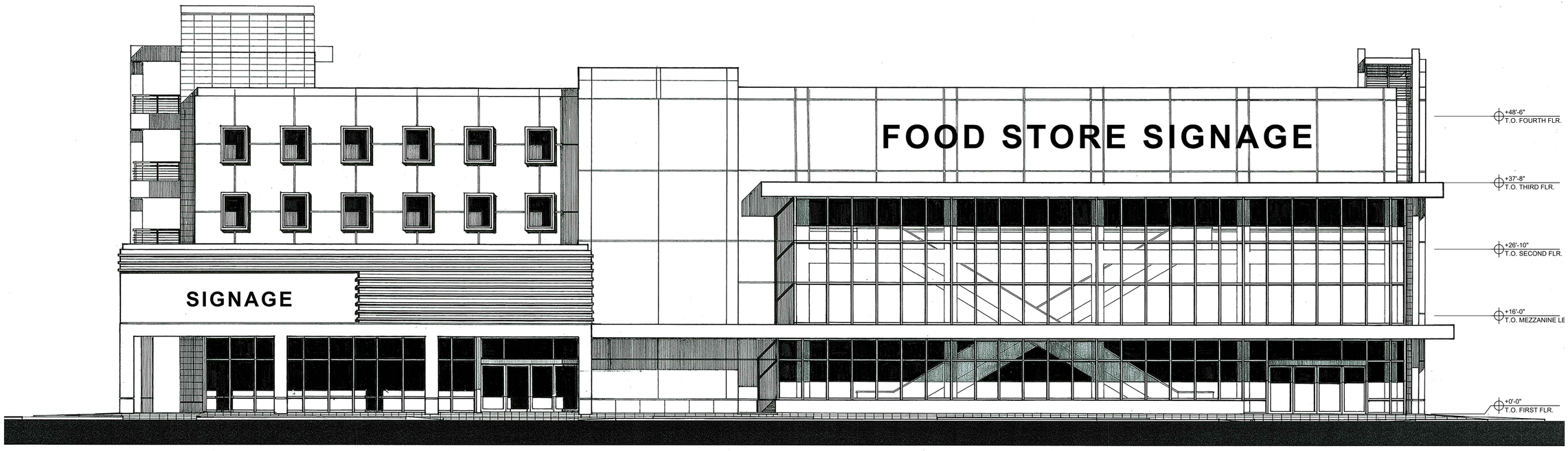

EAST ELEVATION

SCALE: 1/8" = 1'-0"

0' 5' 10' 20' 40'

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9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

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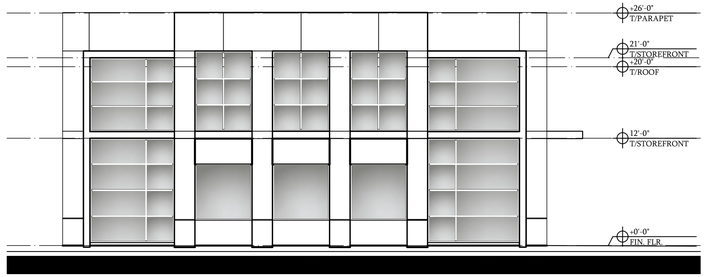
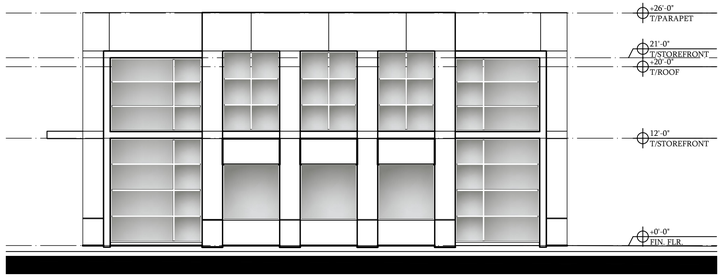


BUILDING 2 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

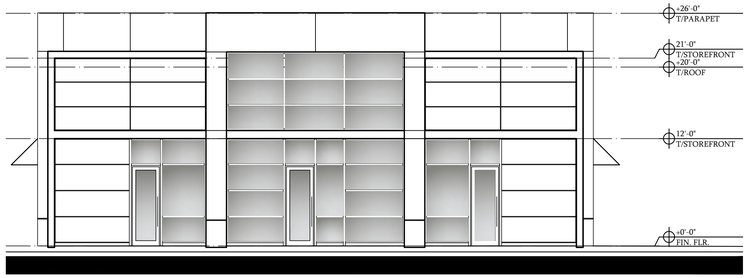


BUILDING 2 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

BUILDING 2 EAST ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING 2 WEST ELEVATION

SCALE: 1/8" = 1'-0"

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CITY VILLAGE / AMERA
9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

project :

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ELEVATION KEY NOTES

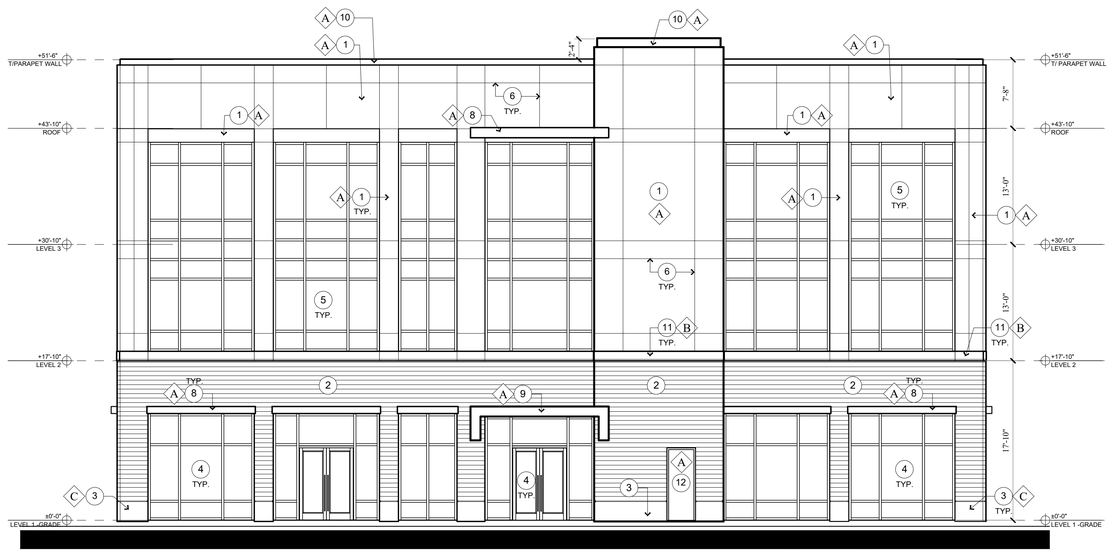
1	PAINTED SMOOTH STUCCO
2	BRICK VENEER: ENDICOTT THIN BRICK - LIGHT GREY BLEND SMOOTH THIN BRICK W/ AMERMIX "SHADY LANE" MORTAR JOINTS
3	PORCELAIN TILE BASE: URBATEK CERAMICS S.A. NATURE FINISH, CONCRETE, COLOR STARK BLACK
4	ALUMINUM and LAMINATED GLASS WINDOW or DOOR SYSTEM
5	ALUMINUM AND LAMINATED GLASS CURTAIN WALL SYSTEM
6	REGLETS (for STUCCO)
7	GLASS BLOCK INSERTS: 4- 4"x4" CLEAR GLASS BLOCKS PER 8"x8" OPENING
8	CONCRETE EYEBROW, SMOOTH STUCCO FINISH
9	PAINTED METAL, OPENING SURROUND SYSTEM
10	CONCRETE WALL CAP, PAINTED
11	HORIZONTAL BAND: SUNCOAST PRECAST CONCRETE, COLOR #190 W/ LIMESTONE FINISH
12	METAL DOOR - PAINTED
13	DECORATIVE LIGHT FIXTURE
14	METAL FRAME AND FABRIC AWNING

COLOR KEY

A	SHERWIN WILLIAMS SW 7551 GREEK VILLA 254-C1
B	COLOR #190
C	STARK BLACK

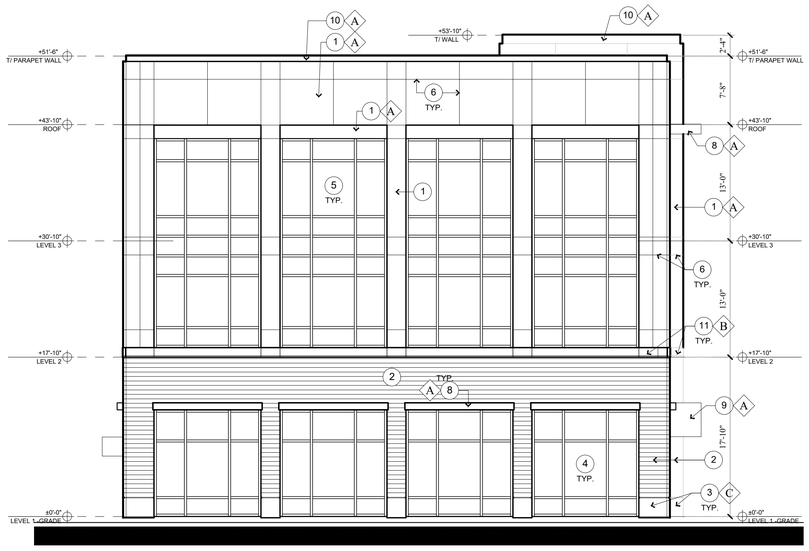
STOREFRONT / CURTAIN WALL NOTE:

- FIRST FLOOR: CLEAR ANODIZED ALUMINUM (SILVER) FRAMES/ DOORS WITH CLEAR GLASS
- 2ND & 3RD FLOORS: CLEAR ANODIZED ALUMINUM (SILVER) FRAMES / DOORS W/ CLEAR LOW E AND MEDIUM GRAY TINTED GLASS



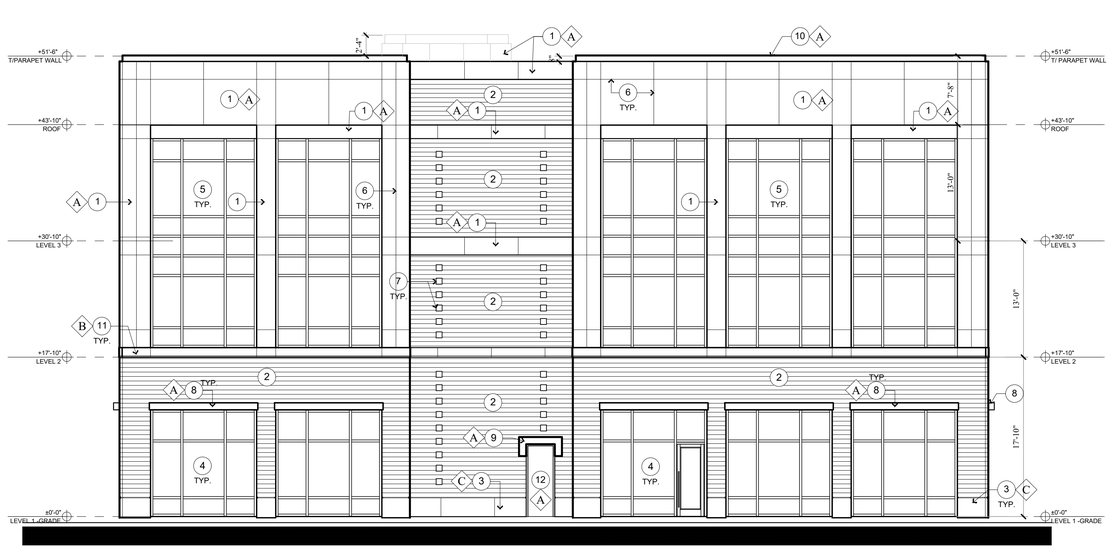
BUILDING 3 NORTH ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING 3 EAST ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING 3 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

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CITY VILLAGE / AMERA
9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

project :

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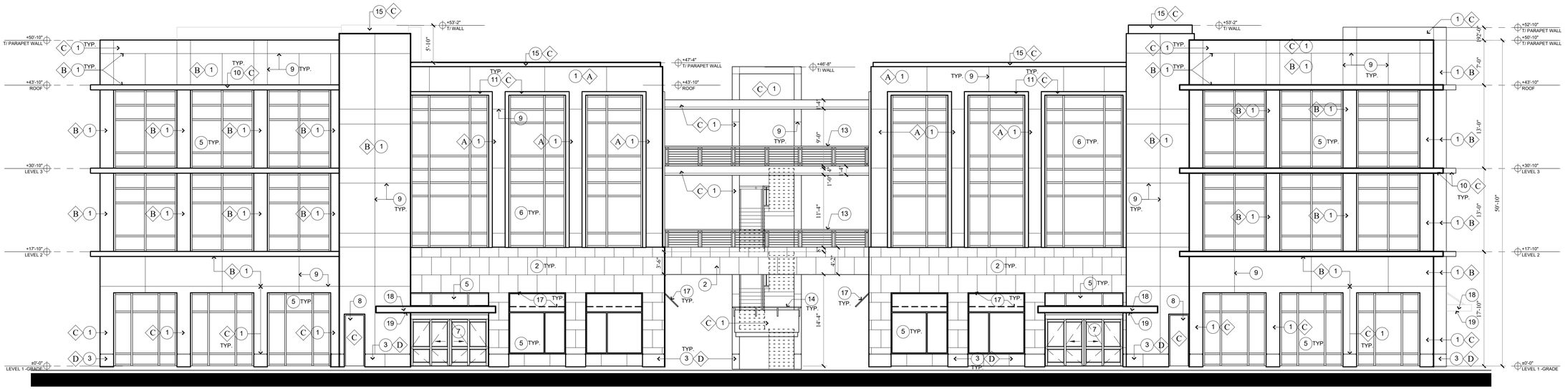

BUILDING 4 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

BUILDING 5 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

ELEVATION KEY NOTES

1	PAINTED SMOOTH STUCCO
2	PRE-CAST CONC. VENEER: SUNCOAST #_____ LIMESTONE FINISH
3	BUILDING BASE: URBATEK PORCELANOSA GRUPO BLACK PORCELAIN TILE, TOWN SERIES - TOWN BLACK
4	METAL ROOF: GLAVANIZED STEEL W/ FLUROPON CONTINUUM PAINT COLOR #38 AMAZONIAN
5	ALUMINUM and LAMINATED GLASS WINDOW or DOOR SYSTEM
6	ALUMINUM AND LAMINATED GLASS CURTAIN WALL SYSTEM
7	AUTOMATIC SLIDING DOORS
8	METAL DOOR, PAINTED
9	REGLETS (for STUCCO)
10	CONCRETE EYEBROW, SMOOTH STUCCO FINISH
11	OPENING SURROUND SYSTEM, POURED CONCRETE, SMOOTH STUCCO FINISH
12	SMOOTH TEXTURED PRECAST CONCRETE SHAPE
13	PAINTED ALUMINUM RAILING SYSTEM, BLACK FINISH
14	ALUMINUM GRIP BAR MOUNTED ON PRE-CAST CONCRETE PANELS
15	CONC. WALL CAP, PAINTED
16	DECORATIVE LIGHT FIXTURE
17	METAL FRAME AND FABRIC AWNING, T.B.D.
18	PAINTED METAL CANOPY SYSTEM WITH SUPPORTS, CLEAR ANODIZED ALUMINUM FINISH
19	PAINTED METAL CEILING SLAT SYSTEM

COLOR KEY

A	SHERWIN WILLIAMS SW 6178 CLARY SAGE 213-C3
B	SHERWIN WILLIAMS 6176 LIVEABLE GREEN 213-C1
C	SHERWIN WILLIAMS 7005 PURE WHITE 255-C-1
D	TOWN BLACK
E	#38 AMAZONIAN

NOTE:
1.SW SHERWIN WILLIAMS 2021 COLOR PALETTE / NOMANCLATURE.
2. ALL COLOR CHANGES OCCUR AT INSIDE CORNERS ONLY.
3. AWNING COLORS SHALL BE CONSISTENT AND COMPATIBLE..

STOREFRONT/ CURTAIN-WALL NOTE:

- FIRST FLOOR: BLACK (SATIN) ALUMINUM FRAMES/ DOORS W/ CLEAR GLASS
- 2ND AND 3RD FLOOR: BLACK (SATIN) ALUMINUM FRAMES/DOOR W/ CLEAR LOW "E" AND MEDIUM GRAY TINTED GLASS.

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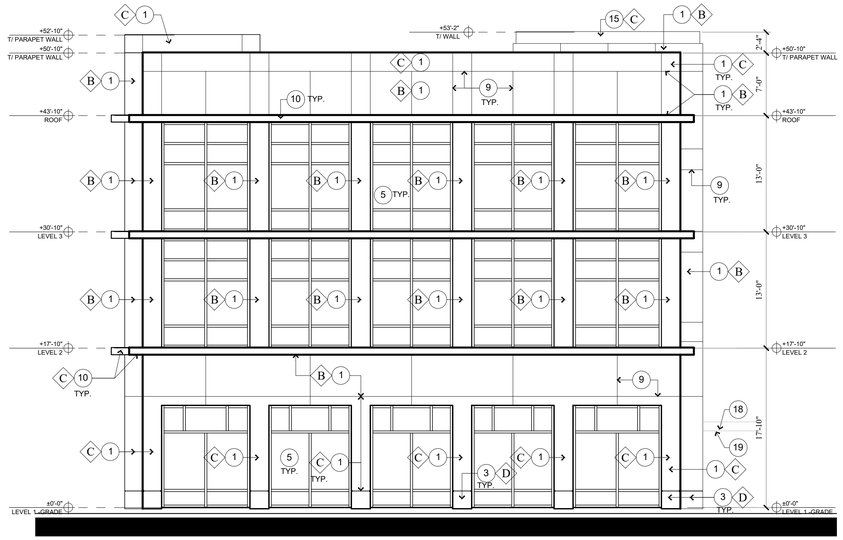
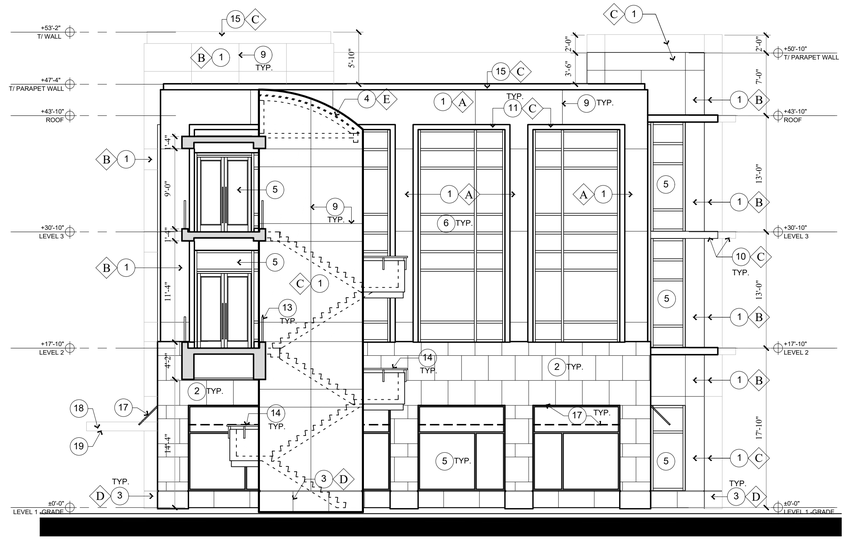


BUILDING 4 EAST ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING 4 WEST ELEVATION
BUILDING 5 EAST ELEVATION (SIM)

SCALE: 1/8" = 1'-0"

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CITY VILLAGE / AMERA
9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

project :

developed by : BARRON COMMERCIAL DEVELOPMENT/AMERA

comm. no. 17055.5
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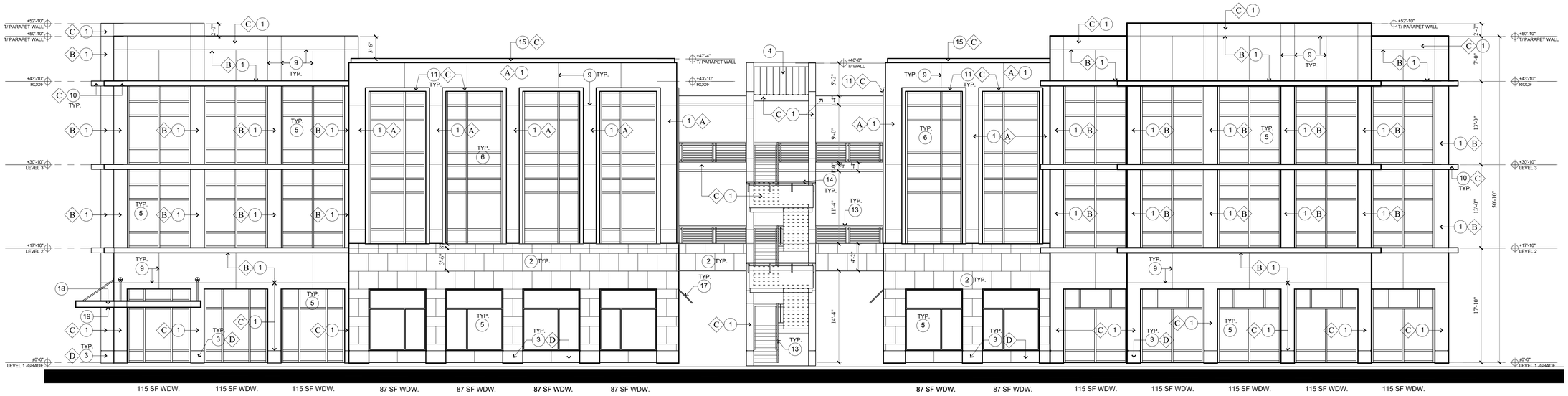


60% of 1569.3 SF (WALL AREA) = 941.6 WDW. AREA REQ'D. - PROVIDED = 693 SF or 44.2%

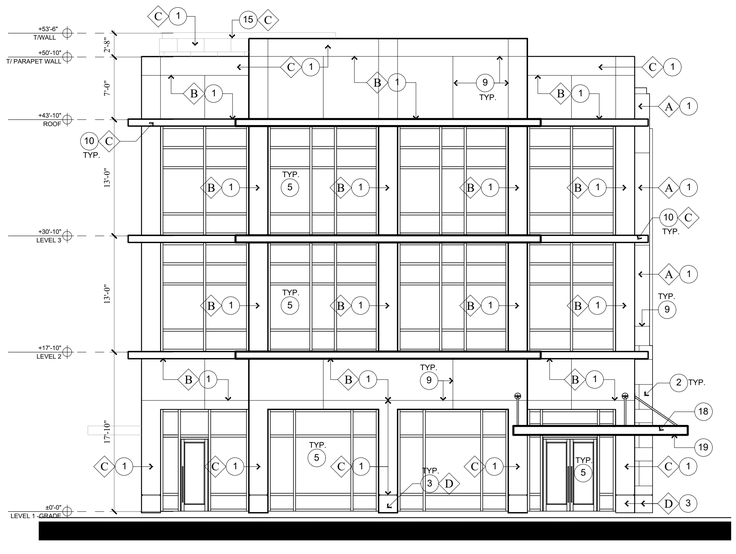
BUILDING 5 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

60% of 1569.3 SF (WALL AREA) = 941.6 WDW. AREA REQ'D. - PROVIDED = 749 SF or 47.7%

BUILDING 4 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING 5 WEST ELEVATION

SCALE: 1/8" = 1'-0"

ELEVATION KEY NOTES

1	PAINTED SMOOTH STUCCO
2	PRE-CAST CONC. VENEER: SUNCOAST #_____ LIMESTONE FINISH
3	BUILDING BASE: URBATEK PORCELANOSA GRUPO BLACK PORCELAIN TILE, TOWN SERIES - TOWN BLACK
4	METAL ROOF: GLAVANIZED STEEL W/ FLUROPON CONTINUUM PAINT COLOR #38 AMAZONIAN
5	ALUMINUM and LAMINATED GLASS WINDOW or DOOR SYSTEM
6	ALUMINUM AND LAMINATED GLASS CURTAIN WALL SYSTEM
7	AUTOMATIC SLIDING DOORS
8	METAL DOOR, PAINTED
9	REGLETS (for STUCCO)
10	CONCRETE EYEBROW, SMOOTH STUCCO FINISH
11	OPENING SURROUND SYSTEM, POURED CONCRETE, SMOOTH STUCCO FINISH
12	SMOOTH TEXTURED PRECAST CONCRETE SHAPE
13	PAINTED ALUMINUM RAILING SYSTEM, BLACK FINISH
14	ALUMINUM GRIP BAR MOUNTED ON PRE-CAST CONCRETE PANELS
15	CONC. WALL CAP, PAINTED
16	DECORATIVE LIGHT FIXTURE
17	METAL FRAME AND FABRIC AWNING, T.B.D.
18	PAINTED METAL CANOPY SYSTEM WITH SUPPORTS, CLEAR ANODIZED ALUMINUM FINISH
19	PAINTED METAL CEILING SLAT SYSTEM

COLOR KEY

A	SHERWIN WILLIAMS SW 6178 CLARY SAGE 213-C3
B	SHERWIN WILLIAMS 6176 LIVEABLE GREEN 213-C1
C	SHERWIN WILLIAMS 7005 PURE WHITE 255-C-1
D	TOWN BLACK
E	#38 AMAZONIAN

NOTE:
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3. AWNING COLORS SHALL BE CONSISTENT AND COMPATIBLE..

STOREFRONT/ CURTAIN-WALL NOTE:

- FIRST FLOOR: BLACK (SATIN) ALUMINUM FRAMES/ DOORS W/ CLEAR GLASS
- 2ND AND 3RD FLOOR: BLACK (SATIN) ALUMINUM FRAMES/DOOR W/ CLEAR LOW "E" AND MEDIUM GRAY TINTED GLASS.

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project :
CITY VILLAGE / AMERA
9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

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BUILDING 6 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

BUILDING 6 EAST ELEVATION

SCALE: 1/8" = 1'-0"

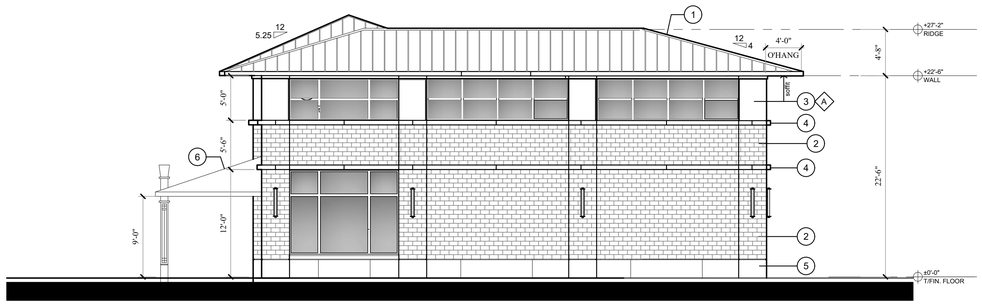
ELEVATION KEY NOTES

1. ROOF
2. THIN BRICK VENEER: ENDICOTT BRICK MEDIUM IRON SPOT #46 SMOOTH w/ AMERIMIX COLOR SHADY WINE MORTAR JOINTS
3. STUCCO - PAINTED
4. CAST STONE: SUNCOAST STONE w/ LIMESTONE FINISH COLOR - LIGHT GREY
5. TILE BASE: URBATEK POCELANOSA GRUPO BLACK PORCELAIN TILE - TOWN COSMOS w/ SCHLUTER TRIM
6. AWNING
7. WINDOW/DOOR SYSTEMS: SATIN BLACK ALUMINUM FRAMES w/ CLEAR GLASS except SECOND FLOOR SPANDREL to have GREY OBSCURE GLASS

COLOR KEY

A. SHERWIN WILLIAMS SW 7551 GREEK VILLA = 254-C1

NOTE:
1.SW SHERWIN WILLIAMS 2021 COLOR PALETTE / NOMANCLATURE.
2. ALL COLOR CHANGES OCCUR AT INSIDE CORNERS ONLY.
3. AWNING COLORS SHALL BE CONSISTENT AND COMPATIBLE..



BUILDING 6 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

BUILDING 6 WEST ELEVATION

SCALE: 1/8" = 1'-0"

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To the best of the Architect's knowledge, the plans and specifications comply with the applicable minimum building codes.

Vander Ploeg and Associates , Inc.
architects and planners
400 south dixie highway, suite 220
boca raton, florida 33432
AR0008392
PH (561) 368-1403

CITY VILLAGE / AMERA

9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

project :

developed by : BARRON COMMERCIAL DEVELOPMENT/AMERA

comm. no. 17055.5
drawn
date 10 APR 2023
sheet no.

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RETAIL BELOW APARTMENT 'A'

APARTMENT 'A' SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

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AR0008392
PH (561) 368-1403

project :
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9301 WEST SAMPLE ROAD
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RETAIL BELOW APARTMENT 'A'

APARTMENT 'A' NORTH ELEVATION

SCALE: 1/8" = 1'-0"

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boca raton, florida 33432
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PH (561) 368-1403

94

CITY VILLAGE / AMERA

9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

project :

developed by : BARRON COMMERCIAL DEVELOPMENT/AMERA

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drawn
date 10 APR.2023
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RETAIL BELOW APARTMENT 'A'

APARTMENT 'A' EAST ELEVATION

SCALE: 1/8" = 1'-0"

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architects and planners
400 south dixie highway, suite 220
boca raton, florida 33432
AR0008392
PH (561) 368-1403

CITY VILLAGE / AMERA
9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

project :

developed by : BARRON COMMERCIAL DEVELOPMENT/AMERA

comm. no. 17055.5
drawn
date 10 APR 2023
sheet no.
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To the best of the Architect's knowledge, the plans and specifications comply with the applicable minimum building codes.

APARTMENT 'B' SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

APARTMENT 'B' NORTH ELEVATION

SCALE: 3/32" = 1'-0"

To the best of the Architect's knowledge, the plans and specifications comply with the applicable minimum building codes.

Vander Ploeg and Associates , Inc.
architects and planners
400 south dixie highway, suite 220
boca raton, florida 33432
AR0008392
PH (561) 368-1403

project :
CITY VILLAGE / AMERA
9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

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drawn
date 10 APR.2023
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APARTMENT 'B' WEST ELEVATION

SCALE: 3/32" = 1'-0"

APARTMENT 'B' EAST ELEVATION

SCALE: 3/32" = 1'-0"

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To the best of the Architect's knowledge, the plans and specifications comply with the applicable minimum building codes.

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AR0008392
PH (561) 368-1403

CITY VILLAGE / AMERA

9301 WEST SAMPLE ROAD

CORAL SPRINGS, FLORIDA

project :

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comm. no. 17055.5

drawn

date 10 APR.2023

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APARTMENT 'C' SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

APARTMENT 'C' NORTH ELEVATION

SCALE: 3/32" = 1'-0"

To the best of the Architect's knowledge, the plans and specifications comply with the applicable minimum building codes.

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CITY VILLAGE / AMERA
9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

project :

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drawn
date 10 APR.2023
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APARTMENT 'C' WEST ELEVATION

SCALE: 3/32" = 1'-0"

APARTMENT 'C' EAST ELEVATION

SCALE: 3/32" = 1'-0"

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To the best of the Architect's knowledge, the plans and specifications comply with the applicable minimum building codes.

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architects and planners
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AR0008392
PH (561) 368-1403

project :
CITY VILLAGE / AMERA
9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

developed by : BARRON COMMERCIAL DEVELOPMENT/AMERA

comm. no. 17055.5
drawn
date 10 APR.2023
sheet no.
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APARTMENT 'D' SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

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To the best of the Architect's knowledge, the plans and specifications comply with the applicable minimum building codes.

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architects and planners
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boca raton, florida 33432
AR0008392
PH (561) 368-1403

project :
CITY VILLAGE / AMERA
9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

developed by : BARRON COMMERCIAL DEVELOPMENT/AMERA

comm. no. 17055.5
drawn
date 10 APR 2023
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APARTMENT 'D' WEST ELEVATION

SCALE: 3/32" = 1'-0"

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To the best of the Architect's knowledge, the plans and specifications comply with the applicable minimum building codes.

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AR0008392
PH (561) 368-1403

project :
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9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

developed by : BARRON COMMERCIAL DEVELOPMENT/AMERA

comm. no. 17055.5
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date 10 APR 2023
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APARTMENT 'D' NORTH ELEVATION

SCALE: 1/8" = 1'-0"

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CITY VILLAGE / AMERA
9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

project :

developed by : BARRON COMMERCIAL DEVELOPMENT/AMERA

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To the best of the Architect's knowledge, the plans and specifications comply with the applicable minimum building codes.

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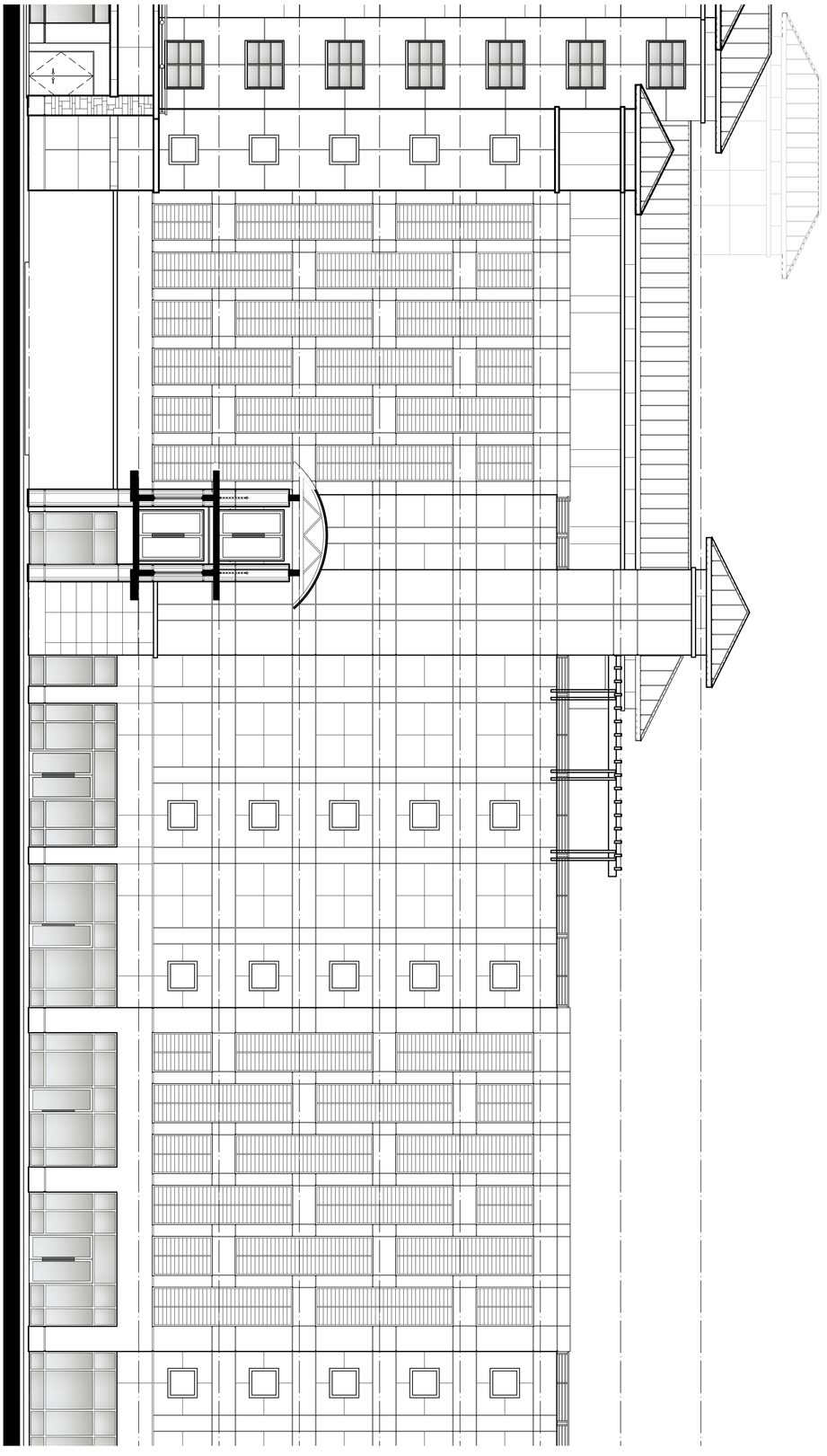

GARAGE 'B' PARTIAL SOUTH ELEV.
(WEST)
SCALE: 1/8" = 1'-0"

To the best of the Architect's knowledge, the plans and specifications comply to the applicable minimum building codes.

project : CITY VILLAGE / AMERA
9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

developed by : BARRON COMMERCIAL DEVELOPMENT/AMERA

Vander Ploeg and Associates , Inc.
architects and planners
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date 10 APR 2023
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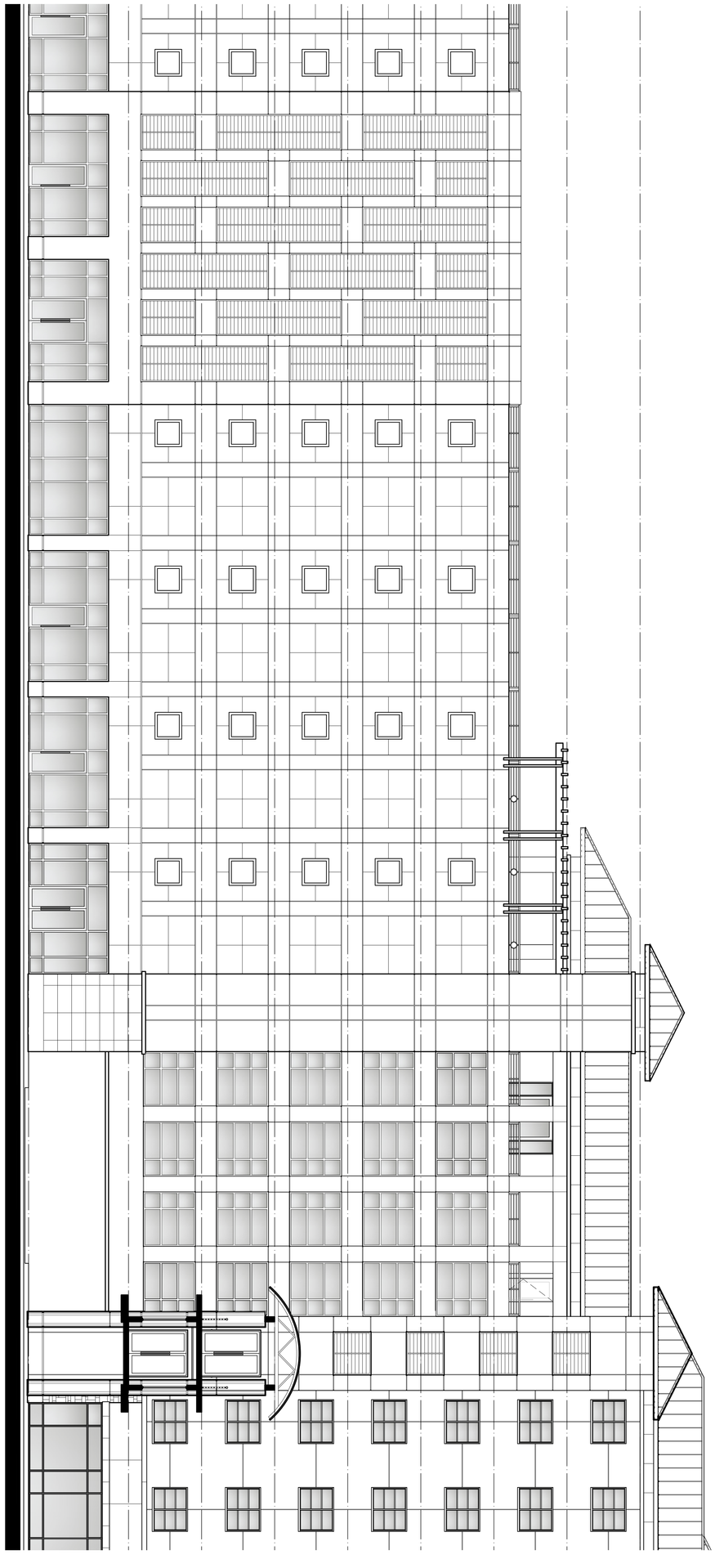

GARAGE 'B' PARTIAL SOUTH ELEV.
(EAST)

SCALE: 1/8" = 1'-0"

To the best of the Architect's knowledge, the plans and specifications comply with the applicable minimum building codes.

project : CITY VILLAGE / AMERA
9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

developed by : BARRON COMMERCIAL DEVELOPMENT/AMERA

Vander Ploeg and Associates , Inc.
architects and planners
400 south dixie highway, suite 220
boca raton, florida 33432
AR0008392
PH (561) 368-1403

comm. no. 170555.5
drawn
date 10 APR 2023
sheet no. A-56
revision

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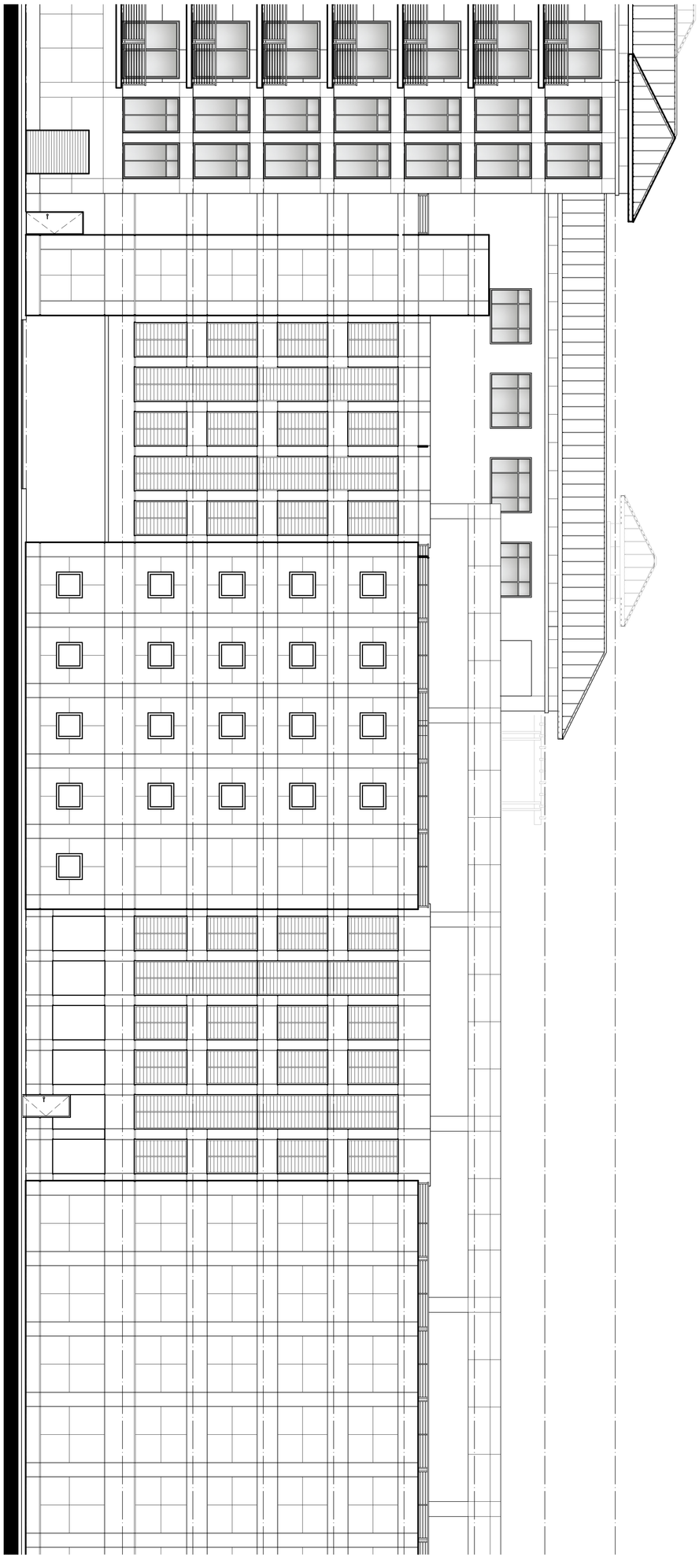

GARAGE 'B' PARTIAL NORTH ELEV.
(EAST)
SCALE: 1/8" = 1'-0"

To the best of the Architect's knowledge, the plans and specifications comply to the applicable minimum building codes.

comm. no.	170555.5
drawn	
date	10 APR 2023
sheet no.	A-57
revision	

project : CITY VILLAGE / AMERA
9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

developed by : BARRON COMMERCIAL DEVELOPMENT/AMERA

Vander Ploeg and Associates , Inc.
architects and planners
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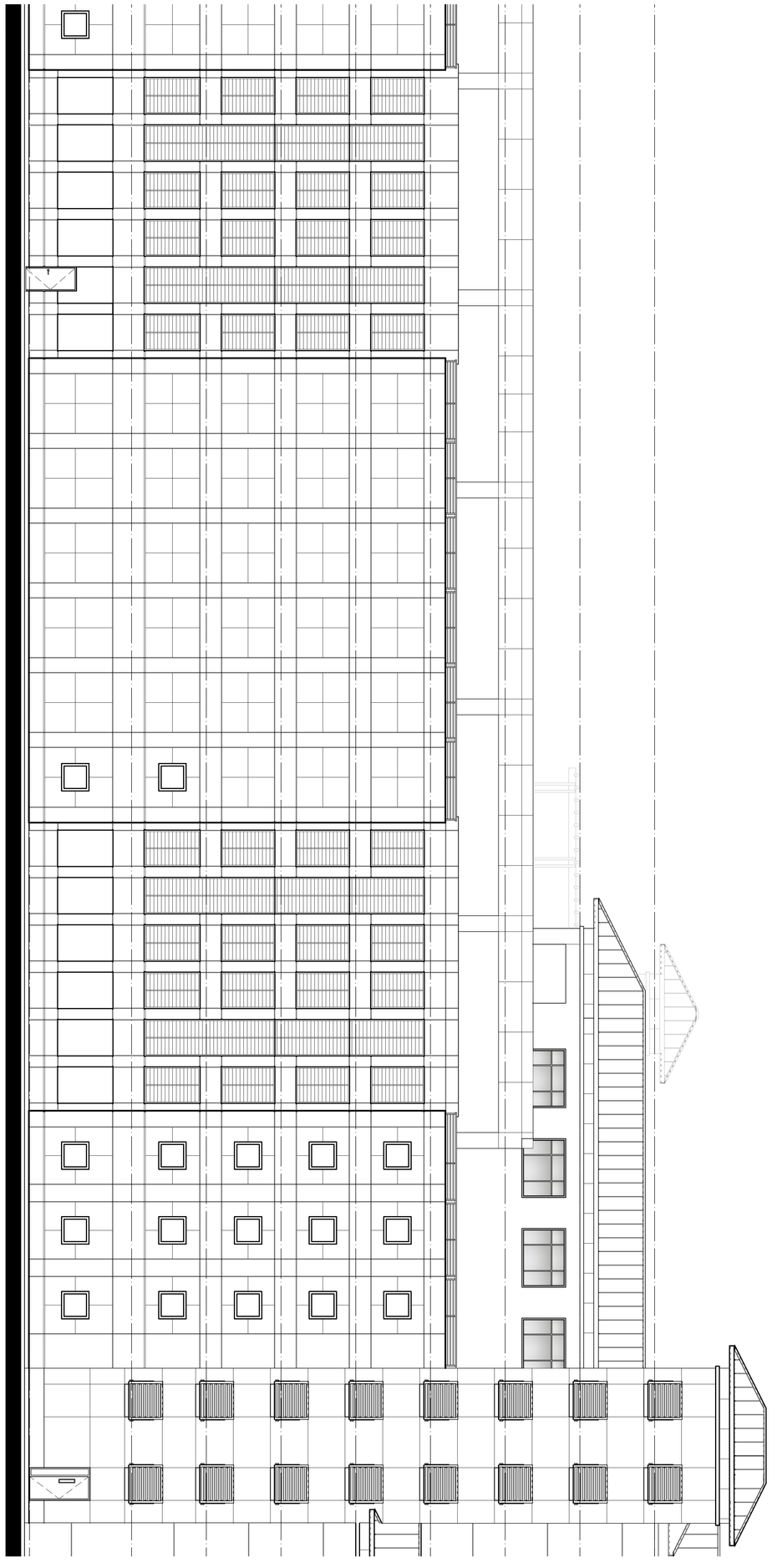

GARAGE 'B' PARTIAL NORTH ELEV.
(WEST)
SCALE: 1/8" = 1'-0"

To the best of the Architect's knowledge, the plans and specifications comply to the applicable minimum building codes.

project :	CITY VILLAGE / AMERA 9301 WEST SAMPLE ROAD CORAL SPRINGS, FLORIDA
developed by :	BARRON COMMERCIAL DEVELOPMENT/AMERA

Vander Ploeg and Associates , Inc.
architects and planners
400 south dixie highway, suite 220
boca raton, florida 33432
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comm. no.	170555.5
drawn	
date	10 APR 2023
sheet no.	A-58
revision	

TRAFTECH ENGINEERING, INC.

September 13, 2023

Ms. Jenna Lane – Planning Manager
Development Services Department
City of Coral Springs
9500 W. Sample Road
Coral Springs, Florida 33065

Re: City Village - Review of Updated Traffic Study dated February 2023

Dear Jenna:

Traf Tech Engineering, Inc. reviewed the updated Traffic Impact Analysis prepared by DC Engineers, Inc. (report signed and sealed on February 9, 2023) in connection with the proposed re-development (City Village) of the existing shopping center located at the northwest corner of West Sample Road and University Drive in the City of Coral Springs. The following is a summary of our findings:

New Proposed Development

The new site plan proposed the following land use/intensity changes from the previously approved site plan:

- Increase the residential units from 302 to 412.
- Increase the retail use from 91,155 square feet to 111,360 square feet[1].
- Increase the office use from 34,045 square feet to 37,393 square feet.
- Elimination of the medical office (41,840 square feet).

The proposed access includes one (1) full-access driveway on Brokenwoods Drive (west of University Drive), one (1) driveway on West Sample Road aligning with NW 94th Avenue (restricted to right-turns in/out and left-turns in), and one full access driveway on Coral Hills Drive.

Traffic Impacts

Traf Tech Engineering, Inc. concurs with the findings of the DC Engineers report that the traffic impacts created by the City Village development will not degrade the level of service of the surrounding roadways. However, the following safety conditions should be considered for the City Village mixed-use development:

[1] Includes restaurants and a grocery store.

- With the changes in land use intensity, additional storage dimension should be provided to the eastbound left-turn lane at West Sample Road and the project driveway/NW 94th Avenue. This can be accomplished by reducing the taper length.

- The applicant shall work with staff and the city's traffic consultant to minimize traffic impacts to Coral Hills Drive, including but not limited to eliminating the right-turn out of the project site onto Coral Hills Drive.

Please give me a call if you have any questions.

Sincerely,

TRAF TECH ENGINEERING, INC.

Joaquin E. Vargas, P.E.
Senior Transportation Engineer

Joe Cuschieri, P. E. , Ph. D
Acoustics and Vibration Consultant

Noise Control Services
2398 NW 38th Street
Boca Raton, Florida, 33431
TEL: 561 289 7091
FAX: 561 852 1784
Email: joe@cuschieri.us

September 15, 2023

Ms. Jenna Lane
Planning Manager
Development Services Dept.
City of Coral Springs,
9500 West Sample Road,
Coral Springs, FL 33065

Re: Proposed Grocery Store, 9301 West Sample Road, Coral Springs, Florida.

Dear Ms. Lane:

PARTNER Engineering and Science Inc. provided a response to the letter of July 20, 2023, regarding the recommended conditions for approval of the proposed Grocery Store and car parking area at Amera City Village, 9301 West Sample Road and 810 North University Drive, Coral Springs, Florida. Below is the review of the responses.

Recommended Condition:
- All mechanical equipment to support the heating, ventilation, HVAC, and refrigeration units must be fully enclosed with a mechanical mezzanine enclosure.

Response:
- PARTNER Engineering and Science Inc. also recommended this condition in the Community Sound Study of July 10, 2023.

Based on the response from PARTNER Engineering and Science Inc., this condition will be implemented.

Recommended Condition:
- Openings required for ventilation to the mechanical equipment must be covered with acoustic louvers and made facing south to be away from the residential areas.

Response:
- Partner Engineering and Science Inc., agrees with this comment and is aware of acoustic louvers and grills recommended by Vander Ploeg and Associates, Inc. (VPA). Partner will defer to VPA for resolution of this condition.

Based on the response from PARTNER Engineering and Science Inc. this condition will be implemented.

Recommended Condition:

- If ventilation units are required by the multi-story car park, the ventilation units should be installed on the south side of the building and facing south.

Response:

- Partner Engineering and Science Inc., agrees with this comment and will defer to VPA for resolution of this condition.

Based on the response from PARTNER Engineering and Science Inc., this condition will be implemented.

Recommended Condition:

- Compactors must only be operated during daytime hours.

Response:

- PARTNER Engineering and Science Inc. also recommended this condition in the Community Sound Study of July 10, 2023.
- Use of the compactors will be limited to daytime hours and two-minute duration per 3-cycle operation.

Based on the response from PARTNER Engineering and Science Inc., this condition will be implemented.

Recommended Condition:

- Truck deliveries should be limited to daytime hours and delivery trucks prohibited from idling along the north service road.

Response:

- PARTNER Engineering and Science Inc. also recommended this condition in the Community Sound Study of July 10, 2023.

Based on the response from PARTNER Engineering and Science Inc., this condition will be implemented.

Recommended Condition:

- Noise mitigation should be provided to mitigate the noise from the compactors along the north property line to be within the maximum permissible sound levels by the City of Coral Spring Noise Ordinance and the currently existing ambient sound levels.
- A report detailing the type of noise mitigation for the compactors with objective evidence for the estimated noise reduction should be submitted.

Response:

- The compactors will be partially below grade in a truck well and behind a wall with acoustic louvers and grills recommended by VPA.

- Sound level measurements of 61.1 dB at an operational similar Grocery Store were collected 145 feet away from the running compactor, with no truck well or wall separating the compactor from the readings.
- The decibel readings documented at the power unit are listed as 69 decibels (dB). Readings documented at 15 feet from the power unit are 59 dB, and at 25 feet from the power unit are 50 dB.
- According to the Master Site Plan drawn by VPA, the compactor pad is greater than 81 feet from the property line.
- The City of Coral Springs Ordinance No. 2003-112 Section 2 adopted December 2, 2003, Table 1 requires sound levels for commercial/businesses at the property line be no more than 60 dBA from 7:00 AM to 10:00 PM at the property line.
- Therefore, based on a 50 dB reading at 25 feet, Partner concludes that the sound level emitted at the proposed location of the compactor pad in relation to the property boundary of more than 80 feet, will not exceed the ordinance levels of 60 dBA at property line for commercial/business locations during daytime hours.

Based on the response from PARTNER Engineering and Science Inc., the compactor to be used at the proposed Grocery Store will have a sound level reading of 50 dBA at 25 feet. In the response letter of September 11, 2023, it is incorrectly stated that the maximum permissible L50 sound levels by the City of Coral Strings noise Ordinance at the property line is 60 dBA because the location of the proposed Grocery Store is zoned commercial. To be correct, the maximum permissible L50 sound level during daytime hours by the City of Coral Springs Noise Ordinance is 55 dBA and not 60 dBA since the receiving land use is residential. However, based on the measured sound levels of 50 dBA at 25 feet by the compactor manufacturer the compactor will be in compliance with the City of Coral Springs Noise Ordinance.

Taking into consideration the responses and sound levels data on the compactor provided by PARTNER Engineering and Science Inc., all the recommended conditions are already or will be part of the site plan. The proposed Grocery Store will be in compliance with the City of Coral Springs Noise Ordinance.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Joe Cuschieri, P.E. Ph.D.
Acoustical Consultant

Jenna Lane

Subject: FW: Direction Requested: An open letter to the P&Z

From: Edward Pozzuoli <xmasking@aol.com>
Sent: Tuesday, September 26, 2023 1:12 PM
To: Scott Brook <sbrook@coralsprings.gov>; Nancy Metayer Bowen <nmetayerbowen@coralsprings.gov>; Joshua Simmons <jsimmons@coralsprings.gov>; Joy Carter <joycarter@coralsprings.gov>; scerra@coralspring.gov
Subject: An open letter to the P&Z

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To our Honorable Mayor Scott Brook and the City Commissioners,

It was suggested that I forward my open letter to the P&Z Board regarding the 9/18 meeting. It concerns the old City Hall site and the significant variances requested. There is some identification (certainly not all) of future problems and several suggestions more in line with the City's vision. I also want to thank all for personally meeting with me over recent months. In as much as new information continually emerges, I would be glad to continue a conversation with any interested party. Thank you again for supporting the creation of a desirable destination City and home for all our residents.

Edward Pozzuoli

To all,

First, I want to thank all of you for your voluntary participation in overseeing the future of our City and for the time each of you personally spent with me. I also appreciate the Board allowing those who attended Monday's meeting to speak as it could have been canceled for procedural reasons. Lastly, I am grateful for the extended time allotted for me to ramble at that same meeting.

I realize that many have not seen the various revisions of the Amera plan over the last year, and these requested variances and the overall concept were only available several days before the meeting. I believe the delay until October 9th will be beneficial, giving all ample time to evaluate the overall impact of such an essential project on Coral Springs.

I want to see the project move forward, but I think it should be integrated with the overall vision proposed initially for our "Downtown." As I mentioned at the meeting, the land surrounding our City Hall (loosely known as Cornerstone) was originally to include the Bank of American building and the Post Office. This sizeable initial concept would have allowed an attractive and appropriate mixed usage with ample open spaces within its overall design. Unfortunately, for whatever reason, the southern parcels were removed, the residential density increased by more than 230%, and a substantial decrease in any inviting retail or entertainment destinations, not to mention the drastic reduction of "open spaces" that would have encouraged the desired pedestrian traffic resulted only in

defeating that purpose. Cornerstone has morphed into the fragmented independent piece currently under construction, a far cry from the City's preliminary vision for an interconnected "Downtown."

The Charter School relocation and its site will continue to be discussed. Eventually, the parcel will likely consist of primarily residential units and some minor retail. The old Publix property has been removed from the original CRA and will also seek to maximize residential construction. With these three corners detached from the City's desired "Downtown," only the NW corner remains to be guided by the City, the Commissioners, and the P&Z Board, and proper due diligence by all is all the more imperative, allowing discussion and recommendations to be more aligned with the "Downtown" concept. This will potentially avoid past miscalculations, which divided the overall vision into four unrelated and separate developments. This last piece is critical.

The original proposal presented for the City Village project showed 300 rental units, which was increased by nearly 40% to 412 as part of last week's submission. While I thought 300 units would have a significant negative impact on traffic and safety, certainly, the increased amount intensifies the numerous concerns. I do not know who will have the final say and how many units will be approved. Still, I have several suggestions that may address future unintended consequences, effectively make ingress/egress safer, and create a project in concert with a pedestrian-friendly downtown.

First, I would suggest all the residential (whatever the approved number) be located on the eastern edge along University Drive. This would esthetically be similar to Cornerstone to the south, and remove many of the requested severe setback variances. If a traffic light can be installed on University and Broken Woods Drive, it would safely and efficiently alleviate the congestion of any traffic heading north onto a primary street.

The pedestrian-friendly retail establishments can populate the western side of the property (along Coral Hills and Sample), creating a natural retail end-cap that would encourage users to continue west on Sample to shop at other local retail establishments within the planned CRA district. Again, it creates a more user-friendly area for foot-travelers, in line with the City's original plan.

The variance requested for a large box store should be analyzed independently to see if it's following the City's overall scope and objective. A 40k square foot store will only significantly increase vehicular traffic, discourage the desired pedestrian flow, and dramatically reduce the "open spaces." I realize this may impact the developer financially, but nothing was guaranteed (that I know of) when the property was initially purchased. Possibly, other compromises can be afforded to Amera on the many additional commercial properties they currently own.

I am not addressing the many individual long-term moral hazards (traffic, safety, schooling, crime, etc.) such a residential concentration at the center of our City will produce. I am trying to take a 30,000-foot view of the abstract concept with the only parcel still "open" for discussion. I understand that the four Commissioners and the Mayor will ultimately decide on its future, but they may not have the expertise. They must rely on the recommendations and suggestions of the City and your Board. While procedurally, all may be advancing within the guidelines, substantively, it has deviated from the original integrated plan. Just because one can build something doesn't mean they should, or that those reviewing the exceptions necessarily "rubber stamp" an approval.

The night of the meeting, the City printed and made available its thoughts on the specific requested variances. But they have been involved for quite some time, continually aware of the various iterations. The Commissioners and your Board have not been cognizant of many specifics or the continuous aggressive design changes, and a hasty approval (the proposed vote of that meeting) may have lasting detrimental effects. There are two additional words in the title of your Board,

“planning and zoning.” While the “zoning” changes were hurriedly provided, proper due diligence is a daunting task for any on the volunteer board to undertake with their other priorities of family and careers. As one of the residents noted at the meeting, overall planned zoning already exists, which should take precedence over these drastic variances. The other word of the Board is “planning,” and possibly, we should all pause to exercise judicious, sensible, and thoughtful suggestions that can rationally guide the Commissioners with the collective knowledge of the P&Z Board.

I realize there are only a small number of homes adjacent to City Village that will feel the immediate deleterious effects of massive eight-story concrete walls just several feet from their properties. Typically, in my past world of mortgage financing with developers, most variances to nearby residential properties were represented by the associated HOAs for the entirety of the community, with the support of their many residents. Our “HOA,” in this case, is the City and its supporting departments. While only a small portion of the neighboring residents have been vocal, please know that all the subdivisions north of Sample (Clusters, Hills, Lakes, Broken Woods, etc.) are basically unaware of these significant plans as there is no central HOA to educate and speak for them. We must rely on the oversight by the City.

I can only request that the wisdom of the City and your Board will take the necessary time to understand not only the current pragmatic non-unified approach, but also assimilate and incorporate the longer-term consequences that should promote the flourishing of our City rather than suffering the ills that other growing cities have succumbed to.

Thank you for taking the time to read, and as always, I can be reached at (954) 234-3496 or my email above; hopefully, further sensible discussion can be had to bring this project to fruition.

Respectfully,

Edward Pozzuoli

Jenna Lane

Subject: FW: City Village - CA

From: M M <gatormags12@yahoo.com>
Sent: Wednesday, August 30, 2023 5:25 PM
To: Julie Krolak <jkrolak@coralsprings.gov>
Cc: xmasking@aol.com; Frank Babinec <fbabinec@coralsprings.gov>; Catherine Givens <cgivens@coralsprings.gov>; Tina Jou <tjou@coralsprings.gov>
Subject: Re: City Village - CA

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I assumed there might be a formal process. You have confirmed there is not a formal process. As you know, I sent several emails and letters already, that addressed the negative impacts affecting our personal safety, life quality and property value. Please attach those communications.

Thank you,
Mark

Sent from my iPhone

> On Aug 30, 2023, at 8:14 AM, Julie Krolak <jkrolak@coralsprings.gov> wrote:
>
> Good morning Mark,
>
> If you would like to send us a letter or email with your concerns about the project, we can include it with our staff memo to the Board when it goes out. We would need it by 9/11 to be delivered with the packets that week. Otherwise, we will deliver to the Board at the meeting that night.
>
> You, of course, are also welcome to come to the P&Z Board & City Commission meetings to speak during the public hearings. On 9/18 the P&Z Board will forward a recommendation to the City Commission, who will be the final decision maker of the Conditional Use & Special Exceptions being requested.
>
> Please let me know if you have any other questions.

JULIE KROLAK
Director of Development Services
Code Compliance • Community Development

p: 954-344-1158 f: 954-344-1181
a: 9500 West Sample Road, Coral Springs, FL 33065
e: jkrolak@coralsprings.gov w: CoralSprings.gov

<image002.png> <image003.png> <image004.png> <image005.png>

From: M M <gatormags12@yahoo.com>
Sent: Tuesday, August 29, 2023 4:39 PM
To: Julie Krolak <jkrolak@coralsprings.gov>
Cc: xmasking@aol.com; Frank Babinec <fbabinec@coralsprings.gov>; Catherine Givens <cgivens@coralsprings.gov>; Tina Jou <tjou@coralsprings.gov>
Subject: Re: City Village - CA

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Julie,
I am writing to request direction regarding the steps required to submit an on record objection to the proposed exceptions negatively impacting the adjacent residents of the downtown project. Is there a petition, template form, or formal process that I can file with the city and/or zoning appeals board (or other organization) in advance of the looming, once again, plan modifications being proposed. Is the zoning appeals board the body that will be lining up to review and potentially approve the adverse building conditions being proposed by the developer? Please advise.

Thank you,
Mark Magli

Sent from my iPhone

On Aug 25, 2023, at 3:03 PM, Julie Krolak <jkrolak@coralsprings.gov> wrote:

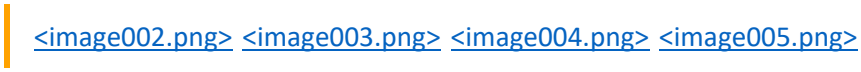
Conditional Use submittal documents attached.

Again, please let us know if you have any questions.

<image001.png>

JULIE KROLAK
Director of Development Services
Code Compliance • Community Development

p: 954-344-1158 f: 954-344-1181
a: 9500 West Sample Road, Coral Springs, FL 33065
e: jkrolak@coralsprings.gov w: CoralSprings.gov



The City of Coral Springs is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records. This footnote also confirms that this email message has been swept for the presence of computer viruses, and illegal or questionable content. This system is a private system and is monitored for electronic tampering. Violators will be prosecuted to the fullest extent of the law. This email may contain confidential or privileged material. Use or disclosure of it by anyone other than the recipient is unauthorized. If you are not the intended recipient, please delete this email.

<CA23-0001 Traffic Study 2-9-23.pdf>
<CA23-0001 Conditional Use Petition.pdf>
<CA23-0001 Landscape Plan.pdf>
<CA23-0001 Letter of Intent.pdf>
<CA23-0001 Noise Study.pdf>
<CA23-0001 Site Plan.pdf>

March 7, 2023

Julie Krolak
Director of Development Services
Tina Jou
Assistant Director of Development Services
City of Coral Springs, Florida 33065

Dear Julie, and Tina:

Thank you for meeting with the three of us on Friday February 17, 2023. Allowing us to express our concerns with the proposed City Village project impacting our neighborhood. We do appreciate you providing us with the city's comments regarding this latest proposal.

While we do understand this is an incomplete proposal and not an approval of the final conception of the site plan, we have some concerns we should like to express.

Concerns and Objections to the City Village project:

City Village /Amera
9301 West Sample Road Coral Springs as per the Site Plan SP-1 dated January 11,2023.
Drawn By Vander Ploeg and Associate Architects and Planners
400 South Dixie Highway, suite 220 Boca Raton Florida 33432

a. The height of the buildings exceeds the allotted 4 story limitations.
b. The higher density that has been proposed for the project site.
c. The minimized set back considerations from the adjacent residential properties.
d. The lack of a significant barrier wall with a dense privacy landscaping inclusive of a berm abutting the residential properties.
e. The noise, congestion, and life safety concerns caused by the additional traffic and more adverse road conditions Sample Rd (SR 8934).
f. The noise, congestion, and life safety concerns caused by the additional traffic caused on Coral Hills Drive, a residential arterial /collector road.
g. The increased danger and adverse traffic impact at the intersection of Sample Road and Coral Hills Drive, an area already with a high incident of traffic accidents.
h. The adverse impact on existing sewer and water systems as well as the power grid service network.
i. The placement of an intrusive service road against property lines of the residential properties.

We are interested in being provided with any traffic studies completed by the developer for Sample Road, University Dr, and Coral Hills Drive for our review.
Also, we would like to be made aware of any D.O.T. comments for Sample and University.

We look forward to continued collaborations and any information sharing related to the developers next submittal, including but not limited to site plans, request for variance, and special exemptions for this project.

Please share the city's responses to the submittals and requests as well.

Your efforts to provide timely information and project transparency during this process are greatly appreciated.

Mark Magli
Ed Pozzuoli
Frank Zingale

Jenna Lane

Subject: FW: Fw: Planning and Zoning Board-NW Corner Project

From: M M <gatormags12@yahoo.com>
To: ian.schwartz@stiles.com <ian.schwartz@stiles.com>; doncampbell24@att.net <doncampbell24@att.net>; laurieanneminoff@gmail.com <laurieanneminoff@gmail.com>; alexmgdo@gmail.com <alexmgdo@gmail.com>;
Cc: jpbutler@coralsprings.gov <jpbutler@coralsprings.gov>
Sent: Monday, October 2, 2023 at 05:38:21 PM EDT
Subject: Planning and Zoning Board-NW Corner Project

October 2, 2023

Good afternoon Board Members,

My name is Mark Magli, I am a Coral Springs resident. I introduced myself at the last Planning and Zoning Meeting. I am forced to speak out against the new plan for construction at the NW corner, that is adjacent to my home.

As I said at the previous meeting on September 18, 2023, like you, I am a very involved member of the Coral Springs community. I believe and support our local government's duty to protect its citizens and its commitment to safeguard the best interests and values of our community. I also steadfastly believe in the laws, codes, and regulations that were collaboratively designed to ensure those protections.

If **you disregard the existing height and setback restrictions** and allow the apartment builders to do whatever they want, you are inherently and knowingly risking the safety of my family and many other residents in the area. It is an assault on my way of living and the future financial stability of my family… **The code requires a 250 FT setback plus an established buffer/barrier.** This newest site plan (there have been several) completely disregards the established city codes and well-being of its neighboring citizens. As a truly independent, professional, and objective regulatory body, those facts cannot be ignored.

If you make the choice to disregard the established codes in favor of the developer's profit, you are allowing them to jam several massive high rise apartments and a garage up against our properties and expand their privileges to build another unneeded grocery type retail store. How does that enhance our city? How is that consistent with the *general public's welfare or municipal intent?* Nobody in this city wants more apartments or another grocery store. The endorsement of switched strategies for profit on the southwest corner was a mistake. To that end, making a mistake is one thing, but continuing to perpetually allow developers to profit under the same set of fluid strategies and circumstances is done with intent.

When you review the details of this project, please consider the tremendous burden you will be placing on my family and the other residents if you go against the established codes. It is NOT FAIR OR JUST, to disregard the established governing codes and existing resident protections. In addition, please consider the massive traffic, noise, increased crime, and overall diminished wellbeing the giant high rise tenement buildings are going to impose on the Coral Springs residents, and especially those living right next door.

Conceitedly, the developer expects your approval to go against all the original lifestyle intensive planning and existing code requirements. As you know, the city's Development Services Department already opined that most of their special exception requests impacting the residents were improper and not at all reasonable.

My understanding is the Code requires:

- 4 story buildings must be setback at least 100 ft. from an adjacent residential property.
- Buildings more than 4 stories (two 8 story and a 6 story) must be **setback at least 250 ft. from an adjacent residential property.**

The developer seeks to have you allow a 24 hour-7 day a week 6-story noisy filthy garage encroach within 26 ft. of my protected residential property line. The developer also seeks to have you endorse two 8-story extremely invasive apartments at the eastern and western end of my protected residential property lines to within 38 ft. All existing residential privacy and safety will be destroyed.

Greed, and a failure by some to plan effectively, should not become a hugely overbearing burden to the adjacent residents. As I said at the meeting, this decision to allow expansion and oppressive positioning will inherently and knowingly risk the safety of my family and many other residents in the area. It is an assault on my way of living and the future financial stability of my family. It is inconsistent with the general public's welfare and creates a huge liability for the adjacent residents, for which I am one.

I trust you will act professionally, with empathy, and with the utmost of integrity in your duties with no impairments or undo political influences. Sometimes, it's not easy to do what is right. BUT what is Right, is Right! I have faith that you will uphold and implement the protections that the code sets forth for the residents in your care. I appreciate your time and consideration.

*Ms. Butler, please submit this communication with the agenda packet being reviewed on October 9, 2023.

Thank you,

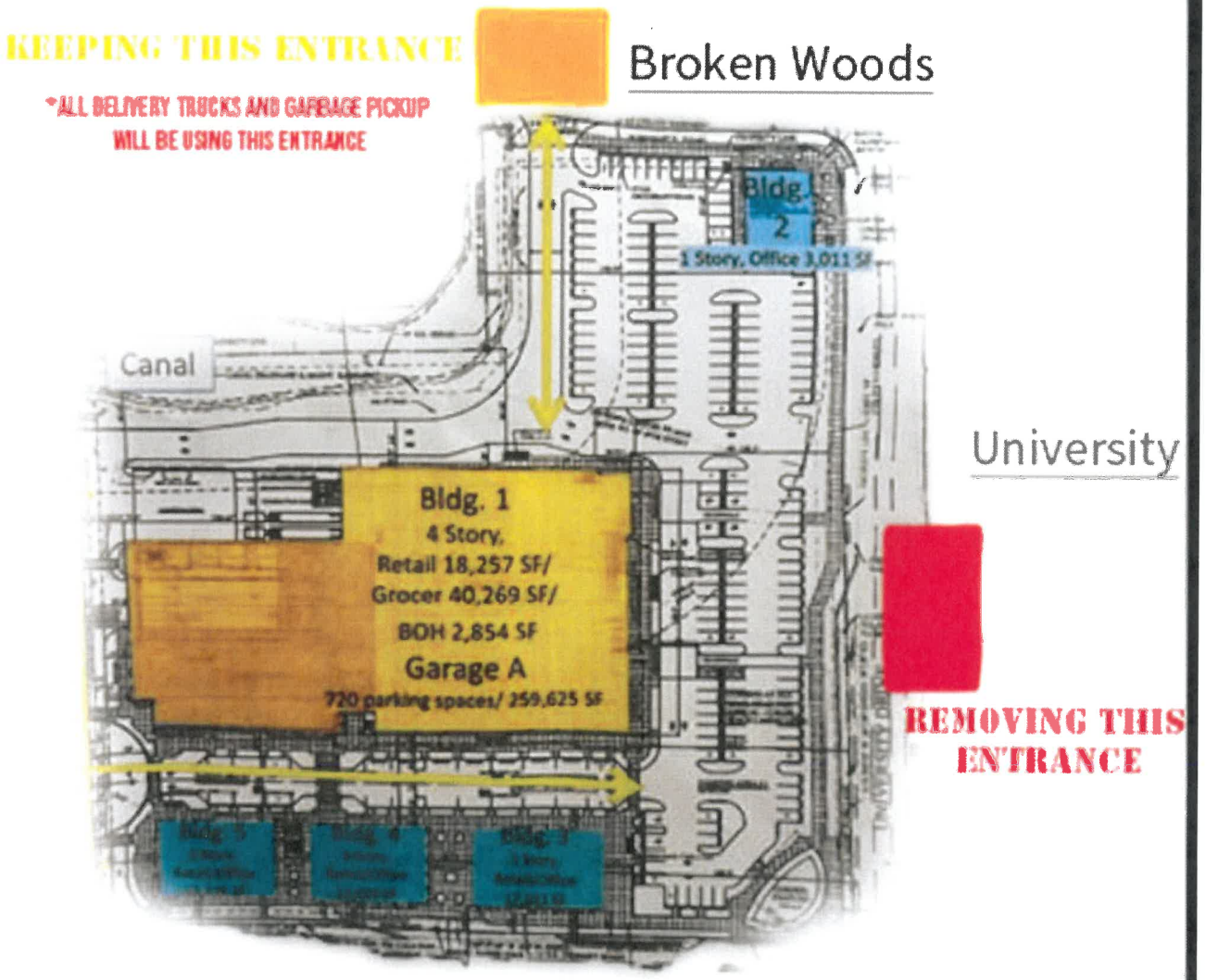
Mark Magli
Coral Springs Concerned Resident

Image: (8 story apts.-I'm standing at 26 feet)

STOP THE CITY FROM CLOSING THE ENTRANCE FROM UNIVERSITY INTO THE PLAZA!

THE CITY WANTS TO CLOSE OFF ONE OF THE ENTRANCES INTO THE PLAZA, & IN DOING SO FORCE TRUCKS AND TRAFFIC ATTEMPTING TO ENTER THE PLAZA, TO ENTER THROUGH BROKEN WOODS.

PLEASE SIGN THE PETITION BELOW SO WE CAN ATTEMPT TO PREVENT THIS FROM HAPPENING.



Sample

October 25, 2023

Dear Mayor and City Commissioners of Coral Springs,

We are presenting this petition on behalf of our community of Broken Woods Estates. We have 100% of the Broken Woods households that have signed this petition; and we are coming to you as one community to voice our concerns!

This is in response to the new Development proposed for the NW corner of Sample and University which is being developed by AMERA. Currently, they are proposing to close up the existing traffic opening into the shopping center that is off of University Drive (southbound) before Sample road. By doing so, they are bringing commercial trucks, and majority of traffic now into the Broken Woods Drive entrance, which is the entrance into our development. On this end of the development, just the 3 houses closest to the entrance, there are 22 kids alone who are directly in the path of the trucks and cars.

Our development has over 100 kids who are constantly playing in the streets and flying around on their bikes and scooters. At night we know to drive slowly to search out those who are walking or riding without any lights. It is perilous to think of the onslaught of heavy traffic the new proposed development will bring! Last minute shoppers rushing through our development to beat traffic, none of them aware.

This road was never meant to be used in the capacity being proposed. There are no sidewalks, no division on the road for two-way traffic, no traffic lights on either entrance from university. This is going to be a nightmare, and we are coming to you our city commissioners and leaders to figure out a way to keep our development safe for our families.

If you look at the proposed map, you can see that the heaviest traffic flow for Whole Food trucks, garbage trucks, delivery trucks, as well as cars parking in Garage A (renters, shoppers, workers, office visitors etc.) as well as Building 2 (medical offices) will be entering through Broken Woods entrance. This will amount to enormous traffic now on Broken Woods Drive which is a small road with no traffic light, no sidewalks, and is going to be a disaster. We are worried for the safety of our children and the value of our properties. Many of the owners in this development moved into this neighborhood since we were the secret gem of Coral Springs. Not many people know that there is a community of 50 homes when you pass by University Dr., since there are only condo buildings on University blocking us from view. The reason most of us moved here.

We are all for progress and new development, but we must find a solution that removes Broken Woods as the main entrance!! We have met with the developers, and they were gracious enough to come visit our community and saw first-hand the safety concerns. They seem open to working with the city to figure out a solution that prevents any traffic from coming into our neighborhood.

We need the city to work with us on a finding a solution that will keep our community and our kids safe. Let's not wait for a tragedy to happen before you decide that we were right, and that our small road that leads into our small community was not meant for trucks and traffic!!!

In our opinion, the right thing and only thing to do, is close the current entrance from Broken Woods (which from all entrances on the proposal is the one road that is not a real traffic road with no lights, or division for two-way traffic) and keep open the university entrance. There are multiple examples where this is seen working even with a turning lane onto Sample. Just look at Powerline (southbound) and Hillsborough Blvd. They have a turning lane that gives you entrance into Ross Plaza, entrance further down into a gas station, and still entrance right hand turn onto Hillsborough. This should work for us as well. The developers also propose a larger opening from sample and this entrance should be made large enough for all commercial traffic to enter and leave.

I am including some pictures taken in our neighborhood during a critical time of the day when our kids have just come home from school, and traffic is highest as rush hour has started. Now I ask you to imagine these kids, playing alongside the cars and trucks heading into Broken Woods to get out of the Whole Foods shopping plaza and avoid some of the traffic building up on University.

Please know that we are willing and available to meet with the city and the developers at any time to come up with solutions that work for us and our families. I ask that you keep us involved as you decide on these solutions since these are our families and our kids that we are worried about, and Broken Woods will be directly affected by these decisions.

Sincerley,
Rivkah Teitelbaum
Broken Woods Estates resident
954-464-6592

Petition To: City of Coral Springs

Printed Name	Address	Signature
Zalman Teitelbaum	9502 NW 38th St.	
Joshua Levy	9505 NW 38th St.	
Moshe Denburg	9503 NW 38th St	
Henny Barthel	9403 NW 38ST ST	
Mendy Dalfin	9402 NW 38th St	
Hadassa Dalfin	9402 NW 38th St	
Kathryn Rvech	9502 NW 37th Ct	
Tim Weyant	9504 NW 37th Ct	
Richard Masters	9503 NW 37th Ct. 33065	
Malkie Jaworski	9405 NW 37 Ct	
Sema Sirota	9401 NW 37th Ct	
Lev Lustikman	9402 NW 37th Ct	
Tanya Zamir	9401 NW 37th Ct.	
Chaya Yavas	9406 NW 37th Ct	
[illegible]	9500 NW 38th St	
Oded Koptchik	3608 Brokenwoods Dr.	
Gary Weitzel	9407 N.W. 36 Ct	
Yosef Broom	9406 NW 36 th court	
Sabrina Harari	9507 NW 38th St	

www.BusinessFormTemplate.com

Petition To:

Printed Name	Address	Signature
Akiva Shapiro	3715 Brokenwoods Dr	
Nigole Kearney	9405 NW 38 St.	
Vernon Donaldson	3750 Brokenwoods Dr	
TRUNG NGUYEN	9501 NW 37th	
Anthony Donati	3604 Brokenwoods Drive	
Kelly Hohn	9408 NW 38 St	
Bill Hohn	9408 NW 38th ST.	Bill Hohn
Moshe Misky	9406 NW 38th St	
Chaya Misky	9406 NW 38th St	
Seth Keizman	9508 NW 38 St	
Chaya Denburg	9503 NW 38th St	
D. Eizicovics	3502 Brokenwoods Drive	Deborah Eizicovics
Yosef Eizicovics	3502 Brokenwoods Dr	
Brittany Weisberg	3500 Brokenwoods Dr.	
JESSI LEVI	3501 Brokenwoods Dr	Jessi Levi
David Levi	3501 Brokenwoods Dr.	
Marian Barthar	9506 NW 38th St	
GREGORY BERTHA	9506 NW 38TH ST	
E Eizicovics	9506 NW 38th St.	

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Petition To:

Printed Name	Address	Signature
Rachel Levy	9505 NW 38th St	RG Levy
Susan Kirkpatrick	9407 NW 37th Ct C.S.	
Ora Janoudi	9408 NW 37th Dr	
Wes Taylor	9403 NW 37th Ct	
Pasha Krsnak	9509 NW 38th St	
Moshe Rabin	9420 NW 39th CT	
E. Armfield	9405 NW 36 Ct	
Mary Servin	9401 NW 36 Ct	
Sara Havari	9668 NW 36th Pl	
Ray Hornsby	9404 NW 38th St.	
Angel Rivera	3602 Brokenwoods Dr	
Tim Rivera	3602 Brokenwoods Dr	
Bill Stone	3506 Brokenwoods	
Xiochitl Souliotis	9404 NW 36 Ct	
Nicola Souliotis	9404 NW 36 CT	
Nubia Redon	9402 NW 36 Ct.	
Linda Crompton	9405 NW 36 CT	
Wilfred Crompton	9405 NW 36 Ct.	
Scott Lombard	3600 Brokenwoods Dr	

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Petition To:

Printed Name	Address	Signature
ABRAHAM FRIEDMAN	9401 NW 38 DR CORAL SPRINGS FL 33065	
Chanie Friedman	9401 N.W. 38th St.	
Rosa Kleinman	9401 N.W. 38th St.	
Sholom Friedman	9401 N.W. 38th St.	
Zalman Friedman	9401 N.W. 38th St.	
Bernadette Pascanza	3508 Brokenwood Dr	
Nieles A Vanegas	3508 BROKENWOOD	
Julio Pascanzuela	3508 Brokenwoods dr.	
Rennie Rango	3504 Brokenwoods	
Myriam Suarez	3505 Brokenwoods Dr.	
Fernando Vega	3503 Brokenwoods Dr.	
TONY GANTT	9504 NW 38TH ST	

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COMMUNITY MEETING – CITY VILLAGE

PROJECT:	City Village	**MEETING DATE:**	October 11, 2023
FACILITATOR:	Sara Horwitz	**LOCATION:**	Chabad 3925 N University Dr.

NAME	ADDRESS	PHONE	EMAIL
Curtis June	4701 NW 98th Way	954-826-6053	MinnieJune1@aol.com
Minnie June	4701 NW 98th Wa.	" " "	" " "
Gisele Rahael	2960 NW 107 Ave	954.753.9500	gisele@ameracap.com
Sara Harari	9668 NW 36th Pl	954.701.944[illegible]	sara.harari.cs@gmail.
ALBERT BRUTTON	2960 NW 107 AVE	954 512 4280	ALBERT.BRUTTON.OUTLOOK
Sara Horwitz	9400 NW 39 Ct.	9)650-6138	mrsh2007@gmail.co
Brad Horwitz	" "	9)650-6136	" "
Ed Pozzuoli	9602 NW 35 Ct.	9)2347496	XMASKING@AOL.
Joe Pozzuoli	1730 Vest Way	954 856 3495	Joe Pozz@Bellsouth.
Teresa K.	101 drive, C.S.	310-866-7772	
Kelly Hohn	9408 NW 38 St C.S.	954 554 7853	k-hohn@aol.com
Oded Kupchik	3607 Brokenwoods Dr.	(754) 777-8694	xodedkx@yahoo.com
Tammy LaPorta	8361 waterford Circle Tamarac	954 899 3052	tmmlprt@aol.com
Zalman Teichbaum	9502 NW 38 St. Boca Woods	954-856-3666 954-464-6592	teady77@hotmail.com
Holly Erskine	9401 NW 44 Pl CS 33065	954 294-7761	herskine@hostdepot.com
Betsy Goldstein	9604 NW 35th Ct.	973-819-5313	Betsy.Goldstein@yahoo.com
Sandra Lilienthal	9553 NW 42nd Ct.	954 703 3203	ylodot18@gmail.com
Joshua Levy	9505 NW 58th St.	917 478-7354	josh_levy@hotmail.com
Menachem Hecht	9663 NW 36th Pl	954 304 5556	mmhecht@gmail.com

COMMUNITY MEETING – CITY VILLAGE

PROJECT: City Village **MEETING DATE:** October 11, 2023

FACILITATOR: Sara Horwitz **LOCATION:** Chabad 3925 N University Dr.

NAME	ADDRESS	PHONE	EMAIL
Gerald Nuttall	9781 NW 47 St	954-873-8773	TATIFISH1@AOL.COM
Roni morale	3745 NW 98 AVE	954-993-5329	rgmora@aol.com
Jennifer Levi	9821 NW 37	9546499544	JLevi421@gma
Judy Butler	9500 W Sample Rd	954 344-1041	jbutler@coralsprings.gov
Mindy Dalkin	~~1968~~ 9402 NW 38th St	718-968-5974	
RIVKA DENBURG	9226 NW 44th ct	754-368-0062	denburgfam@yahoo.c
Margie Power	3571 NW 97th	9548298104	earthwoman@aol.com
Pesha Kirsner	9509 NW 38th St	954-993-3327	Sandrajoy120@yahoo.c
Jonathan Levi	4613 N. University	954.683.1977	Kor621@gmail.com
Rebekah Farkas	9401 NW 38 St	954-709-9540	FARKASREBEKAH@GMAIL.COM
Brittany Weisberg	3500 Brokenwoods Dr.	9548739345	brittanyorlando@weisberg@gmail.com
Heidi Steel	9665 NW 36th St	7543687701	heidisteel@gmail.com
Egal Steel	"	9542340956	iggy770@gmail.com
Elena Jalusi	3851 NW 99 AV	(954)709-3360	ejalusi@gmail.com
Maria Calderon	8605 W. Sample Rd. 106	954 826 6210	mjosecb@hotmail.com
S. Sirota	9401 NW 37th ct	347 953 3607	
Y. Stein		954 303 4045	Steinj2017@FAU.edu

COMMUNITY MEETING – CITY VILLAGE

PROJECT: City Village **MEETING DATE:** October 11, 2023

FACILITATOR: Sara Horwitz **LOCATION:** Chabad 3925 N University Dr.

NAME	ADDRESS	PHONE	EMAIL
SHARON NEWMAN	9109 West Stapleton Colo. Springs	631-383-8741	Sharon.newman50@gmail.com

Jenna Lane

From: Julie Krolak
Sent: Tuesday, October 17, 2023 8:57 AM
To: Tina Jou; Jenna Lane
Subject: Fwd: Resident/Developer Meeting 10/11/23: Citizens concerns, comments & suggestions

---

From: George Rahael <George@ameracorporation.com>
Sent: Sunday, October 15, 2023 3:18:12 PM
To: Julie Krolak <jkrolak@coralsprings.gov>; Catherine Givens <cgivens@coralsprings.gov>
Cc: Michael G. Rahael <Michael@ameracorporation.com>; Gisele Rahael <Gisele@ameracorporation.com>
Subject: Resident/Developer Meeting 10/11/23: Citizens concerns, comments & suggestions

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Julie & Team:

As you know, we had the resident meeting on Wednesday 10/11/23. I saw where you asked for a summary of the meeting. We think it went as well as it could. Our team was there for almost 2 hours. We were grateful that long-time Coral Springs resident Sara Horowitz reached out to the community groups and the general public through her networks and social media. She also moderated so anyone who wanted to speak was able to do so. We listened and responded when appropriate. The format allowed for more conversations rather than limiting each speaker to only 3 minutes. By the end of the meeting, even if some of the residents still didn't like aspects of the project, they were at least more civil in how they interacted with us.

There were complaints about what has already been built in Downtown. We asked them to judge us (not by projects done by others but by the projects we've done: The Walk, Charter Place, Design Row).
We have another Community Resident Meeting setup for 7pm on Tuesday Oct. 17th (for people who work and could not come during the day on 10/11). We expect some of the same people will come back to that one as well.

Below is a list of some Resident Comments from the 10/11/2023 Meeting Hosted by the Chabad

1) One person requested / demanded no ingress or egress on Coral Hills drive because there are neighborhood children crossing Coral Hills Drive. (it wasn't enough that the City had already recommended no right turn on to Coral Hills Drive from the new project)

2) Another person stated that children are constantly on the street therefore so they requested the same for Broken Woods Drive (i.e. no ingress / egress on Broken Woods from the new project)

3) One person suggested the property should be developed for single family housing or at most townhouses.

4) One person said the buildings being built are monstrosities and are not what Coral Springs should be

5) A couple people preferred Condos vs Rentals

6) The Impact on schools was raised and seemed to hit an emotional cord with multiple residents

7) One resident said (and others seemed to agree) that they don't want Parkland residents coming to Coral Springs because of how they treated CS in the school redistricting dispute

8) The City "told" resident there would be be green spaces, open spaces, parks, and a movie theater

9) Bring "The Promenade" to Coral Springs

10) Buildings are too high

11) Too much traffic

12) Where and what time Whole Foods trucks will deliver

13) We have enough grocery stores in Coral Springs

14) Whole Foods can stay where they are now

15) Install a traffic gate on Coral Hills Drive into the neighborhood

16) one person voiced his preference for Flanigan's rather than J Alexanders

17) No chains, support local businesses such as Big Bear

18) Install a barrier wall similar to that at Costco

We will share further information coming out of this Tuesday's meeting .

Regards,
George Rahael

Best Regards
George Rahael
George@ameracorporation.com

_____
This email was scanned for Amera Corporation by Bitdefender

RESIDENTS WHO ATTENDED

10/17/2023 Meeting

Re: City Village

at Chabad Coral Springs

COMMUNITY MEETING – CITY VILLAGE

PROJECT:	City Village	**MEETING DATE:**	October 17, 2023, 7:30pm
FACILITATOR:	Sara Horwitz	**LOCATION:**	Chabad 3925 N University Dr.

NAME	ADDRESS	PHONE	EMAIL
Philomene Charles	8533 N.W. 51st PL Coral Springs, FL 33067	954-536-6110	Philojcharles@yahoo.com
Pearl Rockford	9600 N.W. 42nd St 33065	754-368-1050	prockford@bellsouth.net
Christine Brooks	3551 NW 97th Ter	954-753-6751	christinebrocks@gmail
Merry Gaety	3211 N.W. 120 Ave	954-298-1164	gsamom@aol.com
Margie Power	3521 NW 97th Terr	9548298104	earthwomn@aol.com
Simcha Goldstein & Wife	9604 NW 35 ct	973-723-4889	simcha.Goldstein@outlook.com
Sema Sirota	9401 NW 37th Ct	347-957-3607	
JON EVANS	9724 NW 36 MANOR	561-702-0085	EVANSJON@BELLSOUTH.NET
Sara Horari	9668 NW 36th Pl	954.701.9445	Sara.horari.cs@gmail
Yosef Y. Stein		954-303-4045	Stein2017@Gmail.com
Michael Bain	8993 NW 39th St.	304-691-0781	mlbain@hotmail.com
Oded Kuptchik	3605 Brokenwood Dr.	917-623-7143	xoded@yahoo.com
Moshe Rabin	9420 NW 39CT	9545203844	Chabadrabbi@att.net

NAME	ADDRESS	PHONE	EMAIL
Brittany Weisberg	3500 Brokenwoods Dr.	9548739345	brittanyorlandoweisberg@gmail.com
Robert Weisberg	3500 Brokenwoods Dr.	9548739345	
Simon Friedman	3851 NW 102ND	786 327 0520	
Nancy Metayer Bowen			Nbmetayerbowen@coralsprings.gov
Rebecca Edell	8919 NW 38 Dr.	954-804-3399	
Yehudith Girshberg	9621 NW 41st St	7867977511	Yehudith.GeniChana@gmail.com
Yossi Rogatsky	9675 NW 39CT	7184906061	Yossi@Rogatsky.com
Marc Servin	9401 NW 36 CT	203-747-4070	marcservin@gmail.com
Vernon Donaldson	3750 Brokenwoods Dr	954-409-9655	VFDonaldson@bma.com
Roni morale	3745 NW 98 AVE.	954-993-5329	ramora@AOL.com
Linda Kendall	3746 NW 98th Ave	954-415-4031	Flabeachlover@yahoo.com
Deborah Leah Eizicovits	3502 Brokenwoods	954-964-0397	DLeizico@gmail.com
DAVID LEVI	3501 BROKENWOODS	305-331-6903	DAVIDLEVI@GMAIL.com
Yaakov Steinberg	9500 NW 38th ST		

NAME	ADDRESS	PHONE	EMAIL
Jennifer Leri	9821 NW 37 St	954 649 9544	Jleri421@gmail.com
Julie Krolak	9500 Sample Rd	9-344-1158	Jkrolak@coralsprings.gov
Menachem Hecht	9663 NW 36th Pl	954 304 5556	mmhecht@gmail.com
Teresa Kaldor	101 Drive		
Gedaliah Lowenstein	9620 NW 41st St	267 979 2298	gedaliahL@gmail.com
JT Korb	4613 N Univ Dr #350	954.683.1977	Korb21@gmail.com
Lev Lustikman	9402 NW 37th CT	857-636-1415	LUSTIKMAN@gmail.com
Schneur Teitelbaum	9502 NW 38 St.	954-856-3666	Teedy77@hotmail.com
Emsley Lee Armfield	9403 NW 36 Ct.	954-695-5122	Emsley@Bellsouth.net
Pesha Kirsner	9509 NW 38th St	954-993-3327	sandrajoy120@yahoo.com
Rivkah Teitelbaum	9502 NW 38 St	954-464-6592	rebeccabdb@hotmail.com
Mendy Dalkin	9402 NW 38th St	918-968-5974	
Chaya Yaras	9406 NW 37th CT	954 867 4684	
Janette Del Angel	4139 NW 88th Ave	754-581-2512	delangelca@aol.com
Meyer Claypman	9[redacted]		
* Sara Horwitz	Moderator		
* Brad Horwitz			

RESIDENTS WHO

SIGNED UP TO SPEAK

10/17/2023 Meeting

Re: City Village

at Chabad Coral Springs

* SPEAKER *

10/17/23

NAME	ADDRESS ~~Address~~ Neighborhood	PHONE	EMAIL
Sara Horwitz	The Hills		Moderator
~~Marc Sevin~~	~~Broken woods~~		
✓ Jonathan Korb	The Hills		
✓ Linda Kendall ?	Clusters		
✓ Vernon Donaldson	Brokenwoods Dr		
✓ Rivkah Teitelbaum	Brokenwoods		
✓ Robert and Brittany Weisberg	Brokenwoods		
✓ Schneur Teitelbaum	Brokenwoods		
✓ Pesha Kirzner	Brokenwoods		
✓ Devora Eizicovics	Brokenwoods		
✓ Jennifer Lerner	Coral Springs Lakes		
✓ Janette Del Angel	Ramblewood		
✓ Emsley Armfield III	Brokenwoods		
✓ Margie Power	The Clusters		
✓ Meyer Clapman	The Hills		
✓ Moshe Rabin	The Hills		
Julie Krolak	City of Coral Springs		

Jenna Lane

From: Julie Krolak
Sent: Thursday, October 19, 2023 12:08 PM
To: Jenna Lane; Tina Jou
Subject: FW: Resident/Developer Meeting 10/17/23: Citizens concerns, comments & suggestions

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From: George Rahael <George@ameracorporation.com>
Sent: Thursday, October 19, 2023 12:02 PM
To: Julie Krolak <jkrolak@coralsprings.gov>; Catherine Givens <cgivens@coralsprings.gov>
Cc: Michael G. Rahael <Michael@ameracorporation.com>; Gisele Rahael <Gisele@ameracorporation.com>
Subject: Resident/Developer Meeting 10/17/23: Citizens concerns, comments & suggestions

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Julie & Team:

As you know, we held another resident meeting on Tuesday 10/17/23 at the Chabad.
There were approximately 40 people in attendance. Below is a list of some Resident Comments.

1) Preference for tall trees (instead of a wall) as a buffer on the northern boundary of the project (wherever possible)

2) Pleased to hear that Developer will agree to "No Right Turn onto Coral Hills Drive" from the project

3) Like it if "Lofts" could be considered for the rentals along Coral Hills Drive because that would mean fewer people

3) Push the main pedestrian drive to the northern boundary of the project

4) Asked about the noise from delivery trucks during the night (glad to hear that deliveries will be limited to during the day)

5) One person suggested Traffic Calming bumps for Broken Woods Drive prior to entering the residential neighborhood

6) Another person said Traffic Calming bumps would not help Broken Woods Drive

7) Suggested that there be no entrance/exit to the neighborhood via Broken Woods Drive (turn it into a cul-de-sac)

8) One suggestion is to eliminate the entrance to City Village from Broken Woods Drive and instead create an opening on University Drive to City Village

9) Concerns about people "cutting through" from 38th Street to Broken Woods Drive

10) Don't want a left turn from project onto Coral Hills Drive

11) Question: Who is going to live in the rental units in City Village?
Question: What can residents expect regarding how this project will affect property values?

12) Want a traffic light at Broken Woods

13) Want a traffic light at 38th Street & University Drive

14) Find a way to close off Broken Woods Drive to the neighborhood

15) Want to see the traffic lights "change" more frequently. The light on Coral Hills Drive to get onto Sample Road doesn't change often enough.

As you know, we are planning another meeting with residents to be held on Wednesday, October 25th at City Hall at 6 p.m. We will share a summary of that meeting as well.

Regards,

George

This email was scanned for Amera Corporation by Bitdefender

AMERA

October 19, 2023

Re: City Village Project (re-development of NW Corner of Sample Rd & University Dr.)

Dear Neighbors & Residents,

Amera has plans to re-develop the 12.8+ acres at the northwest corner of Sample Road and University Drive into a mixed use project called City Village. The plans for City Village include a new Whole Foods, retail shops, restaurants and approximately 412 residential units. This project will feature vibrant, open-air gathering spaces for our community.

We recently appeared before the Planning & Zoning Board to request approvals for some special exceptions and will go before the City Commission on Wednesday, November 1, 2023.

In recent weeks, we have met with some Coral Springs residents to hear their input, answer questions and to share our vision for City Village. We want to extend an invitation to the below meeting to any resident who has not yet had an opportunity to meet with us. All residents interested in sharing their thoughts and learning more about the project are welcome to attend.

Who:	Residents of Coral Springs
What:	Community Meeting with the City Village Developer (Amera)
When:	October 25, 2023, 6:15pm-7:45pm
Where:	City Hall Sawgrass Room 9500 W. Sample Road Coral Springs, Florida 33065

We hope you will join the conversation! If you are unable to attend and would like an opportunity to be heard, please reach out to us at 954-753-9500 or via email at info@ameracorporation.com. Feel free to share this information with your neighbors.

Thank you,

Gisele Rahael

Gisele Rahael
Amera Corporation

Summary Sheet

Agenda Item: 3.

Meeting Date: November 1, 2023

Subject:

Conditional Use Petition, City Village (CA23-0001) (Julie Krolak)

Requested Action: Request to hold quasi-judicial hearing and public hearing to consider petition of Amera Downtown Development, LLC seeking conditional use in accordance with Land Development Code Section 2501052.1(4) to permit a large scale retail establishment greater than 40,000 square feet to accommodate a mixed-use development within the Downtown Mixed-Use (DT-MU) zoning district, located at the northwest corner of Sample Road and University Drive, legally described as Parcels A and B, Coral Hills-Sample; and Parcel A, B, Lots 1-30, Canal And Maintenance Area, and Service Drive, Village Square; and authorize the City Attorney's Office to draft an order approving CA23-0001 and adopt said order. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (CA23-0001) (REQUEST TO HOLD PUBLIC HEARING AND QUASI-JUDICIAL HEARING, APPROVE, AUTHORIZE, AND ADOPT)

Funding Source: Not Applicable

Placement: Public Hearings/Special Meeting Announcements

Attachments: Summary Sheet
#1 - Conditional Use Petition
#2 - Site Map
#3 - Aerial Map
#4 - Site Plan Landscape Plan and Elevations
#5 - Traffic Review Memorandum
#6 - Updated Noise Review
#7 - Adjacent Properties
#8 - Community Outreach By Petitioner

Presenting: Julie Krolak

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: November 1, 2023
Department: Development Services/ Community Development
Initiated By: Julie Krolak
DOC ID: 1753

SUBJECT: Conditional Use Petition (CA23-0001) City Village

PLACEMENT: Public Hearing

REQUESTED ACTION: Request to hold quasi-judicial hearing and public hearing to consider petition of Amera Downtown Development, LLC seeking conditional use in accordance with Land Development Code Section 2501052.1(4) to permit a large scale retail establishment greater than 40,000 square feet to accommodate a mixed-use development within the Downtown Mixed-Use (DT-MU) zoning district, located at the northwest corner of Sample Road and University Drive, legally described as Parcels A and B, Coral Hills-Sample; and Parcel A, B, Lots 1-30, Canal And Maintenance Area, and Service Drive, Village Square; and authorize the City Attorney's Office to draft an order approving CA23-0001 and adopt said order. Funding Source: Not applicable. (CA23-0001) (REQUEST TO HOLD PUBLIC HEARING AND QUASI-JUDICIAL HEARING, APPROVE, AUTHORIZE, AND ADOPT) Strategic Goal: A Family-Friendly Community.

LOCATION: Generally located at the northwest corner of Sample Road and University Drive (See Location Map)

PRIOR ACTION:

10/09/2023	Board voted (4-1) to forward a favorable recommendation to Commission for CA23-0001 subject to conditions.
09/18/2023	Planning & Zoning Board deferred CA23-0001 to the October 9, 2023 meeting.
03/16/2022	Commission adopted Resolution 2022-008 authorizing the sale and conveyance of Parcel A Coral Hills-Sample Plat (the old City Hall) and "Service Drive" of Village Square Plat.
11/04/2020	Commission adopted Resolution 2020-040 declaring Parcel A of Coral Hills-Sample Plat and "Service Drive" of Village Square Plat as surplus properties.
01/17/2018	Commission adopted Ordinances 2017-115 & 2017-116, creating the Downtown Mixed-Use (DT-MU) Zoning District and rezoning 88 acres to DT-MU Core.

STAFF RECOMMENDATION: THAT THE CITY COMMISSION:

1. **HOLD A QUASI-JUDICIAL HEARING AND PUBLIC HEARING AND APPROVE CA23-0001 IN ACCORDANCE WITH LAND DEVELOPMENT CODE SECTION 2501052.1(4) FOR CONDITIONAL USE FOR LARGE-SCALE RETAIL ESTABLISHMENT WITH THE FOLLOWING CONDITIONS:**
   - **A. THE GROCER TENANT PROPOSED WITHIN BUILDING 1 SHALL COMPLY WITH REQUIRED SETBACKS FOR MID-RISE BUILDINGS ALONG UNIVERSITY DRIVE IN ACCORDANCE WITH CODE SECTION 2501059;**
   - **B. THE PROPOSED SITE PLAN HAS BEEN REVIEWED AS ONE DEVELOPMENT AND SHALL BE DEVELOPED IN ONE PHASE. SHOULD THE PETITIONER REQUEST PHASING OR A CHANGE IN THE MIX OF USES, ADDITIONAL REVIEW AND APPROVAL BY STAFF AND COMMISSION WILL BE REQUIRED;**
   - **C. ANY REQUIRED IMPROVEMENTS/ADDITIONS TO CITY WATER AND SEWER FACILITIES SHALL BE CONSTRUCTED PRIOR TO VERTICAL CONSTRUCTION OF THE FIRST BUILDING;**
   - **D. PETITIONER SHALL WORK WITH STAFF AND THE CITY'S TRAFFIC CONSULTANT TO MINIMIZE TRAFFIC IMPACTS TO CORAL HILLS DRIVE TO ELIMINATE THE RIGHT-TURN OUT OF PROJECT SITE ONTO CORAL HILLS DRIVE.THE PETITIONER SHALL SUBMIT A TRAFFIC SIGNAL WARRANT STUDY FOR BROKEN WOODS DRIVE AND UNIVERSITY DRIVE WITHIN SIX (6) MONTHS OF THE CERTIFICATE OF OCCUPANCY FOR BUILDING 1;**
   - **E. PETITIONER SHALL REDUCE THE TAPER LENGTH OF THE EASTBOUND LEFT TURN LANE ON SAMPLE ROAD AND THE PROJECT DRIVEWAY/NW 94TH AVENUE TO PROVIDE ADDITIONAL STORAGE DIMENSION FOR VEHICLES TURNING INTO THE PROJECT;**

Subject: City Village Conditional Use (CA23-0001)

F. PETITIONER SHALL WORK WITH STAFF TO REVISE SITE PLAN TO MAINTAIN EXISTING DRIVEWAY OPENING ON UNIVERSITY DRIVE;
G. DELIVERY TRUCKS SHALL BE RESTRICTED FROM PARKING AND IDLING ON MAIN STREET OR PEDESTRIAN STREET (RUNNING NORTH/SOUTH);
H. PETITIONER SHALL COMPLY WITH RECOMMENDATIONS PROVIDED BY THE CITY'S NOISE CONSULTANT DATED SEPTEMBER 15, 2023, AND ANY ADDITIONAL RECOMMENDATIONS PROVIDED AS A RESULT OF ANY CHANGES TO THE SITE PLAN;
I. LANDSCAPE MATERIAL SHALL BE INSTALLED AT THE SAME HEIGHT AND CALIBER FOR THE ENTIRE PERIMETER PRIOR TO OBTAINING FIRST TEMPORARY CERTIFICATE OF OCCUPANCY OR CERTIFICATE OF OCCUPANCY FOR THE FIRST BUILDING;
J. LARGER TREES SHALL BE INSTALLED ON SITE AT A HEIGHT BETWEEN 16'-18' TO COINCIDE WITH EXISTING DEVELOPMENTS NEARBY;
K. LANDSCAPING SHALL BE INSTALLED ALONG THE RIGHTS-OF-WAY AND ADJACENT RESIDENTIAL AREAS TO CREATE SUBSTANTIAL AND TIERED BUFFERS;
L. PETITIONER SHALL ENTER INTO AN AGREEMENT WITH THE CITY TO MONITOR THE LONG-TERM MAINTENANCE OF LANDSCAPING WITHIN THE RIGHTS-OF-WAY AND SUBMIT A CASH BOND IN THE AMOUNT OF 50% OF THE FAIR MARKET VALUE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY (C/O);
M. ANY PLATTING ACTIONS REQUIRED BY THE CITY AND COUNTY SHALL BE COMPLETED AND APPROVED PRIOR TO ISSUANCE OF ANY BUILDING PERMITS, INCLUDING BUT NOT LIMITED TO CROSS ACCESS/PARKING AGREEMENTS;
N. ANY EASEMENTS REQUIRED TO BE DEDICATED OR VACATED SHALL BE APPROVED BY CITY COMMISSION PRIOR TO ISSUANCE OF ANY BUILDING PERMIT;
O. PETITIONER SHALL ENTER INTO A RIGHT-OF-WAY AGREEMENT FOR PAVERS AND OTHER RIGHTS-OF-WAY IMPROVEMENTS (ROADWAYS/LANDSCAPE) PRIOR TO CERTIFICATE OF COMPLETION (C/C) OR CERTIFICATE OF OCCUPANCY (C/O);
P. ANY REQUIRED RIGHT-OF-WAY IMPROVEMENTS SHALL RECEIVE CERTIFICATES OF COMPLETION (C/C) PRIOR TO OBTAINING FIRST TEMPORARY CERTIFICATE OF OCCUPANCY OR FINAL CERTIFICATE OF OCCUPANCY (C/O) FOR THE FIRST BUILDING;
Q. OWNER SHALL ENTER INTO A SECURITY AGREEMENT, INCLUDING TRESPASS/BARRING PROGRAM WITH THE CITY (PRE AND POST CONSTRUCTION);
R. MASTER SIGNAGE PROGRAM SHALL BE ADOPTED TO ADDRESS SIGNAGE THROUGHOUT THE ENTIRE DEVELOPMENT;
S. THE PROJECT SHALL BE SUBSTANTIALLY DEVELOPED ACCORDING TO THE CONDITIONS DESCRIBED IN THIS MEMORANDUM;
T. UPON SUBSTANTIAL COMPLETION, THE CONDITIONAL USE SHALL RUN WITH THE LAND AND MAY BE TRANSFERRABLE FROM ONE OWNER TO ANOTHER; AND

2. AUTHORIZE THE CITY ATTORNEY'S OFFICE TO DRAFT AN ORDER APPROVING CA23-0001 AND ADOPT SAID ORDER.

169 property owners have been notified.

ATTACHMENTS:
#1 – Petition (CA23-0001) with Backup
#2 – Site Map
#3 – Aerial Map
#4 – Proposed Site Plan, Landscape Plan and Elevations
#5 – Letter from City's Traffic Consultant, Traf Tech Engineering, Inc
#6 – Letter from City's Noise Consultant, Noise Control Services
#7 – Correspondence from Adjacent Property Owners
#8 – Petitioner's Community Outreach Meeting Summary and Minutes

SUBJECT: PETITION OF AMERA DOWNTOWN DEVELOPMENT COMPANY, LLC SEEKING CONDITIONAL USE APPROVAL RELATIVE TO LAND DEVELOPMENT CODE SECTION 2501052.1(4) TO PERMIT A LARGE SCALE RETAIL ESTABLISHMENT GREATER THAN 40,000 SQUARE FEET TO ACCOMMODATE A MIXED-USE DEVELOPMENT WITHIN THE DOWNTOWN MIXED-USE (DT-MU) ZONING DISTRICT, LOCATED AT THE NORTHWEST CORNER OF SAMPLE ROAD AND UNIVERSITY DRIVE, LEGALLY DESCRIBED AS PARCELS A AND B, CORAL HILLS-SAMPLE; AND PARCEL A, B, LOTS 1-30, CANAL AND MAINTENANCE AREA, AND SERVICE DRIVE, VILLAGE SQUARE.

GENERAL INFORMATION:

PETITIONER:	Amera Downtown Development Company, LLC
LOCATION:	Northwest corner of W. Sample Road and N. University Drive
LEGAL DESCRIPTION:	Parcels A & B, Coral-Hills Sample; Parcels A & B, Lots 1-30, Service Drive, And Canal & Maintenance Area, Village Square
ACREAGE:	12.82 acres
LAND USE:	Local Activity Center (LAC)
ZONING:	Downtown Mixed-Use (DT-MU)

ADJACENT ZONING/LAND USES:

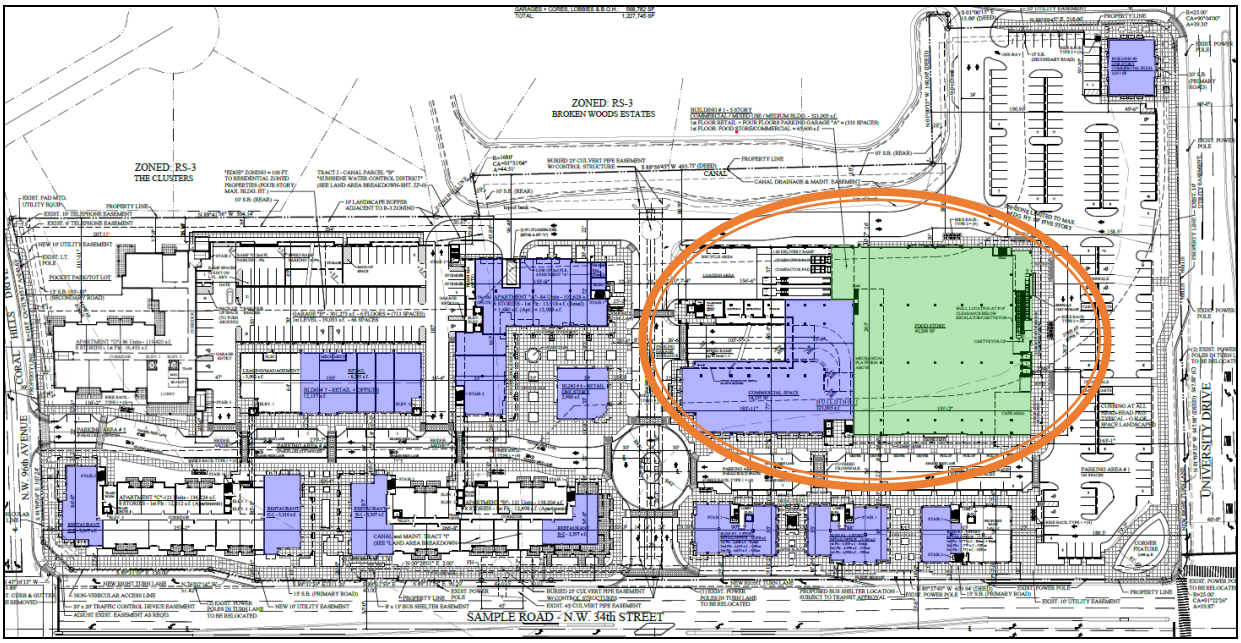
North: Drainage Maintenance Easements, then Broken Woods Drive (80’ wide right-of-way), then single family residences, zoned One-family Dwellings (RS-3)
South: Sample Road (110’ right-of-way), then Coral Springs City Hall and Cornerstone mixed-use development, zoned Downtown Mixed-Use (DT-MU)
East: University Drive (80’ right-of-way), then vacant lot, the former Publix site, pending mixed-use development known as Downtown Coral Springs, zoned Downtown Mixed-Use (DT-MU)
West: Coral Hills Drive (60’ right-of-way), then City Center commercial plaza and overflow parking, then multifamily residences, split zoned as Community Business (B-2) and Medium Density Multiple Family (RM-20)

BACKGROUND / DESCRIPTION

Amera Downtown Development Company, LLC, (“Petitioner”) is proposing to construct a mixed-use development at the northwest corner of University Drive and Sample Road. The overall development proposes 412 residential apartments, two parking garages, approximately 111,362 square feet of retail and 37,393 square feet of office use. The site is approximately 12.82 acres (558,379 square feet) and located within the Downtown Mixed-Use (DT-MU) Zoning District.

Subject: City Village Conditional Use (CA23-0001)

The nonresidential uses include restaurants, office space, and commercial/retail uses. A future grocer tenant is proposed in Building 1 on the eastern block, with an integrated parking garage and additional ground floor commercial space to the west of the future grocer tenant. The building is four stories and setback approximately 165 feet away University Drive with a surface parking lot between.



While grocery stores are listed as permitted uses within the DT-MU Zoning District, large-scale retail establishments exceeding 40,000 square feet are required to obtain Conditional Use approval. Since Building 1 proposes a total of approximately 58,200 square feet of retail space with 40,270 square feet designated for the future grocer tenant, Conditional Use approval is required for this tenant.

It is important to note the development requires Special Exception approval for the proposed configuration of the site. Special Exception Petition, SE23-0001, is being reviewed concurrently with the Conditional Use Petition and is subject to Planning and Zoning Board review and City Commission approval. Several of the requested exceptions are relative to Building 1 and the location of the associated surface parking lot intended to accommodate the future tenant at the subject of this Conditional Use Petition. The special exception requests affecting the use of the building are provided in the analysis below.

ANALYSIS

Land Development Code (LDC) 2501052.1(4) requires Conditional Use approval for stand-alone large retail establishments or any combination of large retail establishments in a single building occupying an excess of 40,000 square feet in the Downtown Mixed-Use (DT-MU) Zoning District. Establishments are subject to the following conditions:

a. The criteria set forth in the Architectural Guidelines for large scale commercial development.
b. The petitioner shall submit a noise study by an acoustical consultant which demonstrates that the noise generated to receiving land uses is within acceptable levels established by the noise ordinance. The noise study will be reviewed by the city, or the city's designee, and the cost shall be paid by the petitioner.
c. A traffic study shall be submitted by a registered, professional engineer which identifies the impact of the project on the external roadway system as well as internal circulation patterns, parking configurations and turning movements. The traffic study shall be reviewed by the city, or the city's consultant, and the cost shall be paid by the petitioner.
d. The petitioner shall enter into a maintenance agreement to monitor the proper preparation of planting beds, material quality and long-term maintenance. A comprehensive inspection scheduled by an independent landscape professional will be required as part of the agreement. The agreement will require either a letter of credit or cash in the amount of 50% of the fair market value be placed with the City prior to the issuance of a certificate of occupancy.

The Petitioner is working with Staff to address minor development review comments and achieve compatibility with the Architectural Guidelines overall. The traffic and noise studies have been reviewed by the City's consultants, as shown in the attached memorandums. The traffic review concluded the proposed development will not degrade the level of service of the surrounding roadways. However, the following recommendations were provided:

a. With the changes in land use intensity, additional storage dimension should be provided to the eastbound left-turn lane at Sample Road and the project driveway/NW 94th Avenue. This can be accomplished by reducing the taper length.
b. The applicant shall work with staff and the City's traffic consultant to minimize traffic impacts to Coral Hills Drive, including but not limited to eliminating the right-turn out of the project site onto Coral Hills Drive.

The Petitioner worked with the City's noise consultant to finalize the proposed equipment for the grocery store that would be appropriate for the use and surrounding area. The Petitioner updated their noise study and concurred with the following recommendations provided by the City's noise consultant:

a. All mechanical equipment must be fully enclosed with a mechanical mezzanine enclosure.
b. Openings required for ventilation to the mechanical equipment must be covered with acoustic louvers and face south, away from the residential areas.
c. If ventilations are required by the multistory car park, the ventilation units should be installed on the south side of the building and facing south.
d. Compactors must only be operated during daytime hours.
e. Truck deliveries should be limited to daytime hours and prohibited from idling along the north service road.
f. Noise mitigation should be provided to mitigate noise from the compactors along the north property line to be within the maximum allowable sound levels and the currently existing ambient sound levels.

The recommendations provided by the consultants and required landscape maintenance agreement are included as conditions of approval on page 1 of the memorandum.

Special Exceptions Affecting the Conditional Use

The DT-MU Zoning District regulations are intended to promote developments which are pedestrian friendly with buildings fronting roadways. The buildings are intended to be designed with primary entrances directly visible and accessible from the street. As established in Code Section 2501050(1), the intent of the Core Subdistrict is to permit a range of mixed-use building types while also providing the most interconnected, walkable areas within the DT-MU.

The Code requires the location of surface parking in the DT-MU Zoning District within specific areas, referred to as “zones”, based on building type. Since the development is considered mid-rise, the only permissible locations for surface parking are in Zones 2 and 3. According to the DT-MU regulations, Zone 2 is distinguished as the lot area between the building and interior lot lines and Zone 3 as the area between the building and rear lot lines. As depicted on the site plan, surface parking is proposed between the building and University Drive and Sample Road, considered Zones 1 and 4. Since the location of the surface parking does not comply with Code requirements, the Petitioner is seeking a special exception from this requirement.

As a result of the location for the proposed surface parking, the ability for Building 1 to comply with the minimum and maximum building setbacks along University Drive is impacted. Per Section 2501059, Building 1 is required to be a minimum of 10 and maximum of 20 feet from University Drive. Since the building does not demonstrate compliance with Code, the Petitioner is also seeking an exception to this requirement.

The proposed location of the noncompliant surface parking not only hinders the building from complying with building setback requirements, but further increases noncompliance for the overall development relative to the building frontage requirements along University Drive. The Downtown Regulating Plan requires a minimum of 75% building frontage along University Drive, whereas the project proposes approximately 10% as a result of the 165 foot building setback from University Drive.

CRITERIA FOR CONDITIONAL USE APPROVAL

According to LDC Section 250153, an application for conditional use approval may be granted if the City Commission makes a finding that the following requirements, including all LDC requirements, have been met:

1. **That the use does not negatively impact adjacent residential areas or other existing proposed uses.**

   The property is a vacant strip commercial plaza developed in the mid-1970’s. Therefore, the proposed large scale grocer and overall development is not expected to impact adjacent residential areas if the setback requirements are met. The grocer is proposed within a 40,269 square foot space, adjacent to approximately 18,000 square feet of commercial space west of the grocer. The building also provides four levels of parking.

While the Petitioner is working to address the noise impacts surrounding the proposed large scale grocer, the location of Building 1 and its considerable setback to University Drive is expected to have an impact to the adjacent residences. Therefore, Staff is recommending the building comply with the setback and parking requirements of the Code to minimize impacts to adjacent residential uses.

2. The use furthers the goals, objectives and policies of the Comprehensive Plan.

The use is allowed with Conditional Use approval in the Downtown Mixed-Use (DT-MU) Zoning District subject to conditions, and may further the following goals, objectives and policies of Goal 6.0.0 of the Comprehensive Plan, if in compliance with other LDC requirements.

Goal 6.0.0 : To promote within the area known as Downtown Coral Springs as a Local Activity Center (LAC) as a zone of pedestrian activity, social life and civic activities with a sense of place unique to Coral Springs. The LAC will be a quality environment that sparks the pride of local residents and the continued investment in and growth of community businesses and commercial services in accordance with the Broward County Land Use Plan.

Objective 6.1.0: The City will monitor all new revitalization efforts via their effects on increased economic and pedestrian activity in the Local Activity Center.

Policy 6.1.1: The Local Activity Center will support the location of uses in a manner oriented around the five-minute (i.e. quarter mile) walk. The City will ensure a mix of uses within the Downtown that:

1. Promotes a day time and night time activity center,
2. Shares parking facilities,
3. Expands the number of pedestrian trips between uses internal to the Downtown,
4. Facilitates alternative modes of transportation including bicycle, pedestrian, and public transportation linkages such as shuttle buses, and
5. Enhances the proximity of living and working environments.

The eastern portion of the site was constructed in the mid-1970's as a strip shopping center and has remained largely in its same configuration until present day. The proposed development includes a mix of uses, including residential, office, and retail. While most of the buildings have demonstrated pedestrian connectivity, the proposed building location for the grocer is approximately 165 feet away from University Drive, minimizing the walkability of this particular use.

Policy 6.1.1 states the mix of uses should expand the number of pedestrian trips and facilitate alternative modes of transportation. Given the proposed 161 surface parking lot and the distance from Building 1 to University Drive, this policy is not being met through the proposed development.

Therefore, while the large scale retail use is generally acceptable, the location within the development in which it is proposed, along with the additional adjacent surface parking, do not demonstrate compatibility with the goals, objectives and policies of the Comprehensive Plan.

3. **The use satisfies buffering requirements.**

Landscaping will be incorporated along the perimeter of the property with the installation of shrubs and large trees ranging in height between 16-18 feet to enhance the property and provide the necessary screening and buffering to the adjacent properties. As stated previously, the closest residential uses are located approximately 80 feet from the proposed grocer tenant. Additionally, the proposed landscape will help enhance the overall aesthetics of the property with consistent buffering and screening material. The Petitioner has provided a landscape plan from an earlier iteration of the development, included with this memorandum. The Petitioner is working with Staff to ensure satisfactory landscaping is provided within and surrounding the site.

CONCLUSION

Based on the above analysis, Staff finds the Conditional Use petition satisfies the criteria in Section 250153 of the LDC, subject to conditions. Staff recommends the Planning and Zoning Board forward a recommendation with the conditions listed on page one and two to the City Commission relative to CA23-0001.

INTERVENING ACTION FROM THE SEPTEMBER 18, 2023 PLANNING & ZONING BOARD MEETING

The Conditional Use petition was originally scheduled to be heard at the September 18, 2023 Planning and Zoning Board meeting. Due to a technical error in posting backup material online, the item was deferred to the October 9, 2023 meeting. While the Petition was not heard during the September meeting, residents in attendance voiced their concerns related to the development, including the impacts to adjacent residential homes, traffic, and the ability for the project to meet the intent of the Downtown district. Letters of concern from residents are included in this packet as Attachment #7.

Additionally, the Petitioner submitted a revised noise study to reflect acceptance of the recommendations provided by the City's noise consultant. The City's noise consultant provided an updated letter on September 15, 2023 concurring with the Petitioner's study.

INTERVENING ACTION FROM THE OCTOBER 9, 2023 PLANNING & ZONING BOARD MEETING

During the Planning and Zoning Board meeting, many residents expressed concerns for the development and its impacts to the surrounding neighborhoods, mainly the proposed height of the buildings with the proximity to their homes, number of special exceptions, increased traffic, and potential impacts to Coral Hills Drive and Broken Woods Drive. The Planning and Zoning Board expressed concerns with the number of special exceptions, not meeting with surrounding

residents, and the ability of the development to meet the vision of the Downtown. The Board voted (4-1) to forward a favorable recommendation of CA23-0001 to City Commission. In their motion, the Board revised the conditions to require the Petitioner conduct a signal warrant study for Broken Woods Drive and University Drive within six months of obtaining Certificate of Occupancy for Building 1. Staff has included an additional condition (Condition F), requiring the Petitioner revise the site plan to maintain a driveway opening along University Drive to assist with traffic circulation. The revised conditions are shown on pages 1 and 2 with Condition F highlighted.

On October 11, 2023 at 12:30 p.m., the Petitioner met with residents at the Chabad on University Drive to discuss their concerns with the proposed development. The Petitioner held an additional meeting on Tuesday, October 17, 2023 at 7:30 p.m. to accommodate residents unable to attend the previous outreach meeting. Similar concerns were expressed by attendees as were heard at the Planning and Zoning Board meeting.

Another community outreach meeting was coordinated by the Petitioner for Wednesday, October 25 at 6:45 p.m. at City Hall. The sign-in sheets, summaries, and letter sent to residents by the Petitioner are included as Attachment #8 of this memorandum.

Community Development
9500 West Sample Road | Coral Springs, FL 33065
coralsprings.gov/communitydevelopment
Phone: (954) 344-1160 | Fax: (954) 344-1181
Monday-Thursday 8:00 am-5:30 pm | Friday 8:00 am-3:00 pm

Hover form fields for instructions.

Conditional Use Approval (CA) Petition

Petitioner Information

Name	Phone	Petitioner's relationship to property
Amera Downtown Development Company I	9547539500	Owner

Street address 2900 University Drive

City Coral Springs State Florida ZIP Code 33065

Email Michael@Ameracorporation.com

RECEIVED
MAR 17 2023
Community Development

Property Owner Information (if different from petitioner)

Name	Phone
Same	

Street address

City State Florida ZIP Code

Email

Property Information

Legal description	Current zoning
(See Attached)	(DT-MU) Downtown Mixed-Use

Requested conditional use	Code section citation

According to Section 250153 of the Coral Springs Land Development Code, a CONDITIONAL USE shall be granted only after a finding that the following requirements are met (including those specified in other areas of the code).

How does this proposed use NOT negatively impact adjacent residential areas?

This proposed use will not negatively impact adjacent residential areas because it will provide an amenity that can be accessed by walking (instead of driving) thereby enhancing the lifestyle for nearby residents. It will also increase property values for adjacent residential parcels. Plus, the design of the project was specifically customized to consider the adjacent residences.

Also, the proposed user for this building would create positive energy and would attract pedestrians and service the nearby residences thereby helping to provide a vibrant downtown atmosphere.

How does this proposed use NOT negatively impact other existing or proposed uses?

Th proposed user for this building would actually be a complimentary use to the mixed use development that is being proposed on the site. The user would provide energy which would allow the other businesses in the project to thrive in a downtown atmosphere. The big box user would attract customers to the center for working, dining and entertaining purposes. There is no user like this in the current downtown boundaries so this user fills a need that currently exists.

How does this proposed use further the goals, objectives, and policies of the Coral Springs Comprehensive Plan?

As a part of the Coral Springs Comprehensive plan, this use, within the project, will provide services and amenities to the project that will create a thriving work and play downtown environment. The project will also enlarge the tax base for the City of Coral Springs as well as provide a variety of food, entertainment and professional services that would promote growth and well-being in a downtown environment. The project will also provide housing, which, with this use, would provide a significant boost not only to the project but to the surrounding areas of the downtown. Additionally, this would be a true mixed use project bringing balance and needed commerical components to the downtown - which is necesary for the success of any downtown.

How does this proposed use satisfy all other requirements provided within the Coral Springs Land Development Code relative to that conditional use?

This proposed use satisfies the other requirements in the Coral Springs Land Development code by providing structured parking for the project as well as services that provide goods to a diverse community, which does not currently exist.

APPLICATION IS NOT COMPLETE AND WILL NOT BE PROCESSED UNTIL THE FOLLOWING ARE PROVIDED AND DEEMED COMPLETE BY THE PLANNING DEPARTMENT:

- Site, landscape, and buffer plans of subject property for actual submission to Planning & Zoning Board, including CD containing digital copies of all documents in PDF file.
- Two (2) 11"x17" sets of site plan of subject property.
- Proposed hours of operation.
- Proposed use restrictions.
- Consent of owner(s), including proof of ownership.
- $3,780.26 petition fee. Plus, recordation, property notification and legal advertising costs will be determined by the City Clerk upon filing.

This is to certify that I am the owner of the subject property described in the Conditional Use Petition. I have read this petition and the statements contained herein are true and correct to the best of my knowledge.

3/16/23
Owner signature/date

As owner, I authorize the following party to act as my agent in this matter.

Authorized agent name _____ Phone _____

Street address _____

City _____ State Florida ZIP Code _____

Notary Public

The foregoing instrument was acknowledged before me on 3/16/2023

by means of: ☑ physical presence ○ online notarization ○ took an oath ○ did NOT take an oath

○ personally known ○ produced identification ID type _____

SOFIA CALDERON
Commission # HH 092217
Expires March 24, 2025
Bonded Thru Budget Notary Services
Notary seal

Sofia Calderon
Notary signature/date

My commission expires March 24, 2025

Submit by Email

To be completed by the Community Development Division

Accepted by _____ Petition number CA23-0001 Date Field 3/17/2023

Legal Description of All Parcels within DRC Application Area

1. 9551 W SAMPLE RD CORAL SPRINGS FL 33065
   Legal Description: CORAL HILLS-SAMPLE 183-244 B PAR A

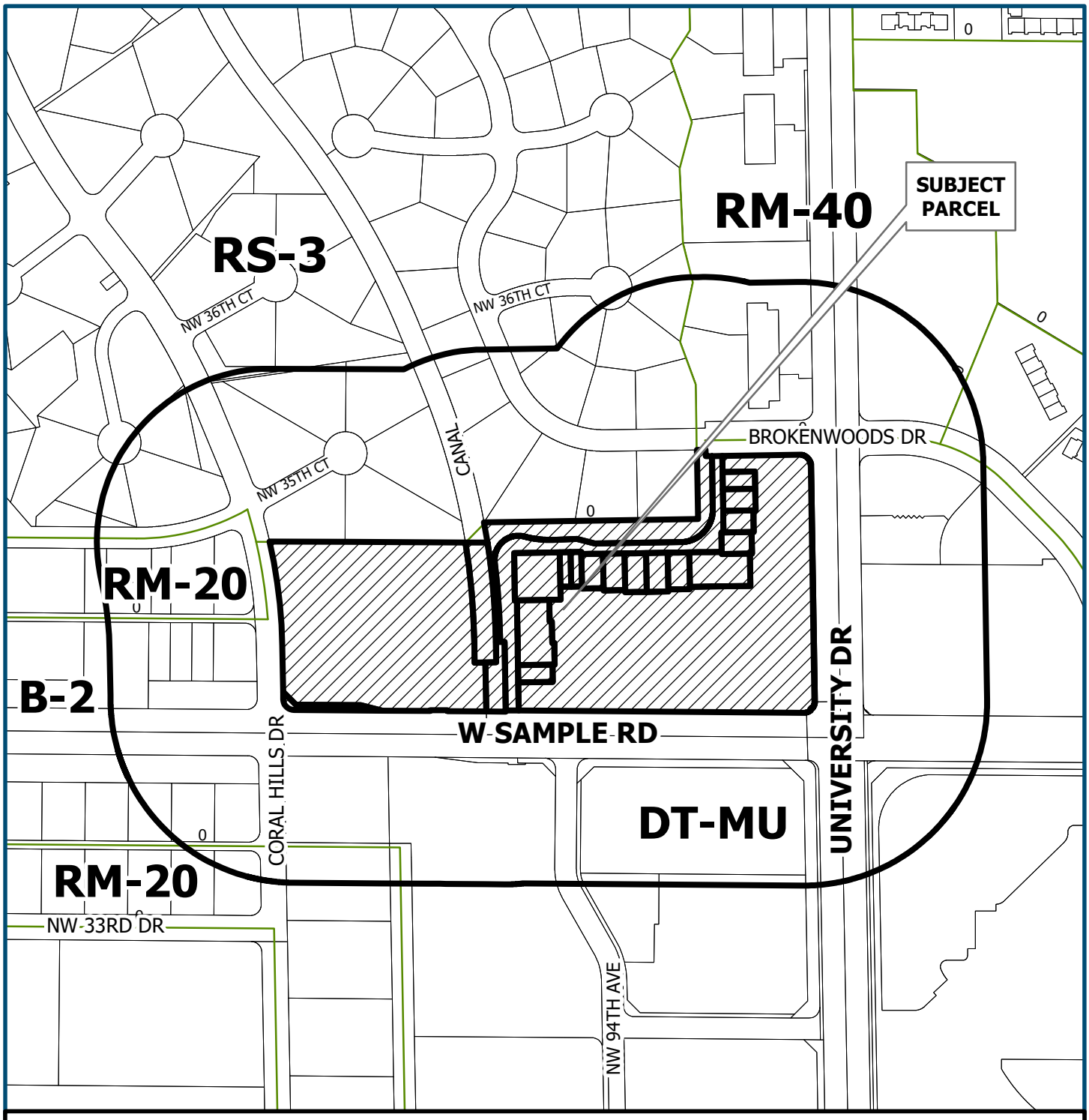
2. SUNSHINE WATER CONTROL DISTRICT – W SAMPLE RD CORAL SPRINGS FL 33065
   Legal Description: CORAL HILLS-SAMPLE 183-244 B PAR B

3. SUNSHINE WATER CONTROL DISTRICT – W SAMPLE RD CORAL SPRINGS FL 33065
   Legal Description: VILLAGE SQUARE 73-4 B CANAL & MAINTENANCE AREA

4. 9301 – 9463 W SAMPLE RD CORAL SPRINGS FL 33065
   Legal Description: VILLAGE SQUARE 73-4 B LOT 1-30

5. Village Square Association Area – BROKEN WOODS DR CORAL SPRINGS FL 33065
   Legal Description: VILLAGE SQUARE 73-4 B PARCEL B

6. PUBLIC LAND/CORAL SPRINGS FINANCIAL SERVICE – BROKEN WOODS DR CORAL SPRINGS FL 33065
   Legal Description: VILLAGE SQUARE 73-4 B SERVICE DRIVE



July 24, 2023

CA23-0001 & SE23-0001
PARCELS A & B, CORAL HILLS-SAMPLE
PARCELS A, B, LOTS 1-30, CANAL & MAINTENANCE AREA & SERVICE DRIVE VILLAGE SQUARE
FOLIOS: 484116170010, 484116170020, 484116100320, 484116100010, 484116100020, 484116100040, 484116100060, 484116100080, 484116100110, 484116100120, 484116100150, 484116100170, 484116100190,484116100210, 484116100220, 484116100230, 484116100240, 484116100300, 484116100322, 484116100310, 484116100330

Subject Parcel

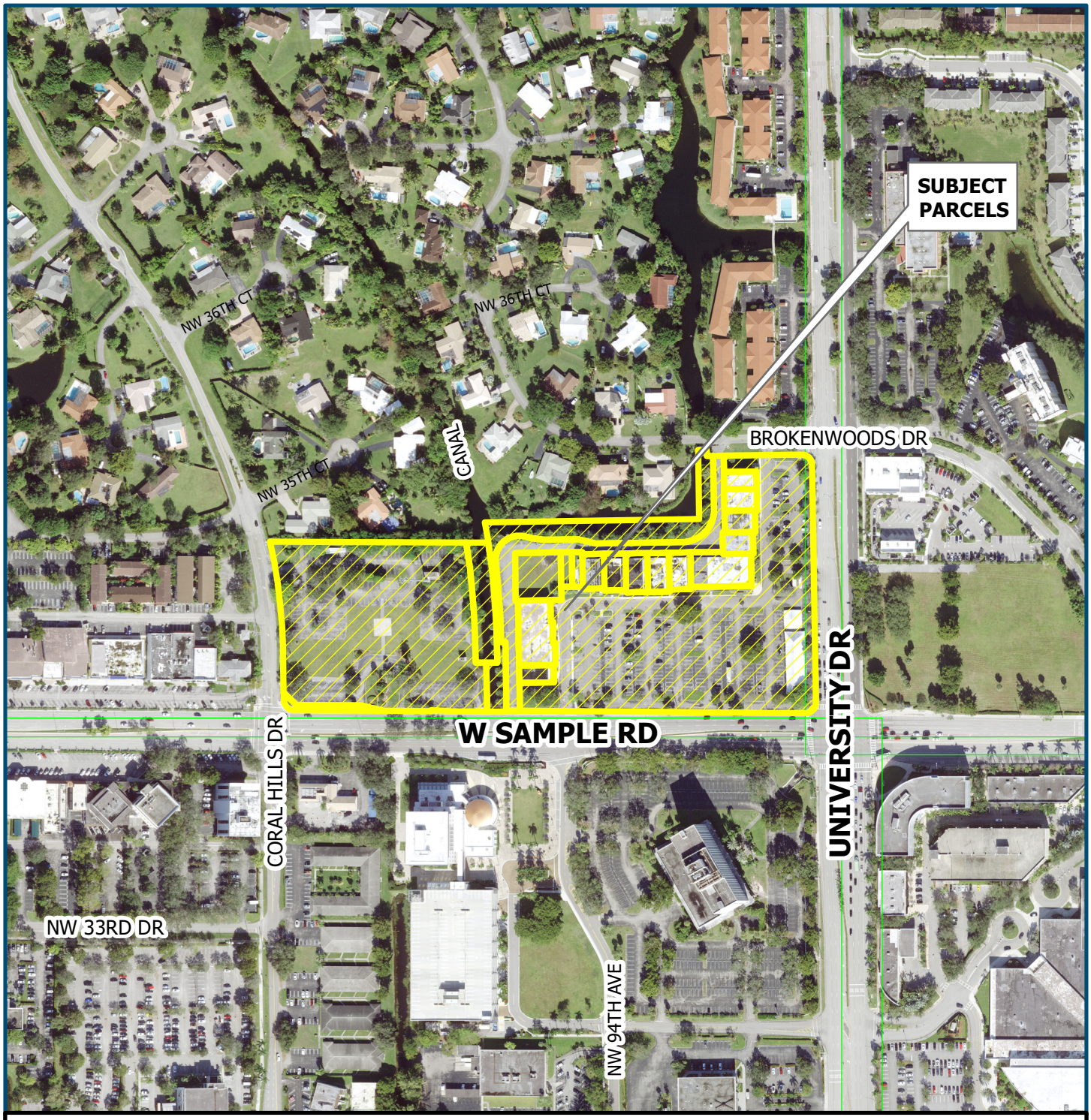
400' Buffer

N
W E
S

0 140 280
Feet

CORAL SPRINGS
EVERYTHING UNDER THE SUN

jlane 7-21-2023



July 24, 2023

CA23-0001 & SE23-0001

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PARCELS A, B, LOTS 1-30, CANAL & MAINTENANCE AREA & SERVICE DRIVE VILLAGE SQUARE

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Subject Parcel

N W E S

0 140 280

Feet

CORAL SPRINGS

EVERYTHING UNDER THE SUN

jlane 7-21-2023

LOCATION PLAN
NOT TO SCALE

SITE DATA

PROPERTY CONTROL NUMBERS (PCN):
EAST PARCEL: 4841-16-10-0320
WEST PARCEL: 4841-16-17-0010 (FORMER CITY HALL)
SEE SHEET ZP-0 "LAND AREA BREAKDOWN" FOR COMPLETE PCN INFORMATION.

ZONING DISTRICT: DOWNTOWN MIXED-USE (DT-MU)
LAND USE DESIGNATION: LOCAL ACTIVITY CENTER (LAC)

FEMA FLOOD ZONES: AE and X

USES: RESIDENTIAL MULTI-FAMILY, OFFICE, GROCERY STORE AND RETAIL

TOTAL DU PROVIDED: 32.14 DU/AC

LOT AREA SUMMARY: (See Land Area Breakdown Sheet ZP-0)

TRACTS A,B,C,D,E,F,G,and H:	332,434 sf / 7.632 AC
TRACT "J"-Parcel "A" and Canal Parcel "B":	188,288 sf / 4.322 AC
CANAL PARCELS "A" and TRACT "I":	37,657 sf / .864 AC
GROSS SITE AREA:	558,379 sf / 12.818 AC

BUILDING TYPE: COMMERCIAL & MR-MID-RISE

BUILDING HT.: MAX. PERMITTED: 4 MIN. - 8 MAX. STORIES
PROPOSED BUILDING MAX. HEIGHT: +83'-8"
(EIGHT STORIES)

NOTE; INFORMATION FOR THIS SITE PLAN TAKEN FROM AN "ALTA" SURVEY PREPARED BY PULICE LAND SURVEYORS, INC., SUNRISE, FLORIDA 33351 DATED: FEB. 16, 2020

BUILDING DATA:

EAST DEVELOPMENT

BUILDING 1:		
COMMERCIAL SPACE	18,257 SF	58,526 SF USED FOR EASTERN PORTION RETAIL PARKING CALC.
FOOD STORE "GROCERY":	40,269 SF	
CORES + LOBBIES + B.O.H.:	2,854 SF	
PARKING GARAGE "A" =	259,625 SF	
TOTAL BUILDING 1 =	321,005 SF	
BUILDING 2 (1 STORY) =	3,011 SF	
RETAIL/OFFICE BUILDING 3 (3 STORY) =	17,331 SF	15,834 SF USED FOR EASTERN RETAIL PARKING CALC.
RETAIL/OFFICE BUILDING 4 (3 STORY) =	15,005 SF	
RETAIL/OFFICE BUILDING 5 (3 STORY) =	13,978 SF	
BLDG. 4+5 COMMON STAIR/WALKWAY =	1,128 SF	
TOTAL EAST DEVELOPMENT	371,458 SF	

WEST DEVELOPMENT

RETAIL BUILDING 6 =	2,988 SF	11,223 SF USED FOR WESTERN RETAIL PARKING CALC.
RETAIL BUILDING 7 =	12,137 SF	
LEASING/MANAGEMENT OFFICES =	3,902 SF	
APARTMENT AMENITIES (ROOF) =	10,156 SF	13,918 SF USED FOR WESTERN RETAIL PARKING CALC.
RETAIL BELOW APARTMENT "A" =	13,918 SF	
APARTMENT "A" (84 UNITS - 8 STORY) =	102,628 SF	
APARTMENT "B" (121 UNITS - 8 STORY) =	138,204 SF	
RESTAURANT B-1 =	3,307 SF	5,604 SF USED FOR WESTERN RETAIL PARKING CALC.
RESTAURANT B-2 =	2,297 SF	
APARTMENT "C" (121 UNITS - 8 STORY) =	136,224 SF	
RESTAURANT C-1 =	3,210 SF	6,257 SF USED FOR WESTERN RETAIL PARKING CALC.
RESTAURANT C-2 =	3,047 SF	
APARTMENT "D" (86 UNITS - 8 STORY) =	119,420 SF	
APARTMENT "B" + "C" BRIDGES =	3,576 SF	
PARKING GARAGE "B" =	301,273 SF	
TOTAL WEST DEVELOPMENT	856,287 SF	

TOTAL BUILDING AREA = 1,227,745 SF

BUILDING DATA IN USE CATAGORIES

COMMERCIAL AREAS (RETAIL & OFFICE):	148,755 SF
APARTMENTS INCLUDING BRIDGES & 7TH FLOOR AMENITIES (412 APT. UNITS):	510,208 SF
GARAGES + CORES, LOBBIES & B.O.H.:	568,782 SF
TOTAL:	1,227,745 SF

PARKING CALCULATION

(*Based Sec. 2501062 Table 1.0 DT-MU Parking Calculations)

PARKING REQUIRED:
REQUIRED PARKING at EASTERN PORTION OF PROJECT:

RETAIL USES: 74,360 sf @ 2.94/1000 sf =	219 SPACES*
OFFICE: 33,491 sf @ 2.84/1000 sf	96 SPACES*
TOTAL SPACES REQUIRED (EASTERN PORTION):	315 SPACES

REQUIRED PARKING at WESTERN PORTION OF PROJECT:

APARTMENTS: 412 UNITS x 1.38 sp per UNIT =	569 SPACES*
OFFICE USE: 3,902 sf @ 2.84 sp per 1,000 sf =	12 SPACES*
RETAIL USE: 37,002 sf @ 2.94 sp per 1000 sf =	109 SPACES*
TOTAL SPACES REQUIRED (WESTERN PORTION):	690 SPACES

TOTAL PROJECT PARKING REQUIRED= 1005 SPACES

TOTAL PARKING PROVIDED:

PROVIDED PARKING at EASTERN PORTION OF PROJECT:

ON-GRADE PARKING:	187 SPACES
GARAGE "A" (4.5 FLOORS):	533 SPACES
TOTAL SP at EASTERN PORTION:	720 SPACES

675 STANDARD PARKING SPACES (9'x18'- on-grade + 9'x18'- garage)
22 PARALLEL PARKING SPACES (9'x25' + 9'x20'-on-grade)
23 VAN/REGULAR ACCESSIBLE HANDICAP SPACES (12' x 18')**
720 TOTAL SPACES PROVIDED
** ADA PARKING REQUIRED/PROVIDED = 15 sp REQUIRED (2% of total) WITH 23 sp PROVIDED

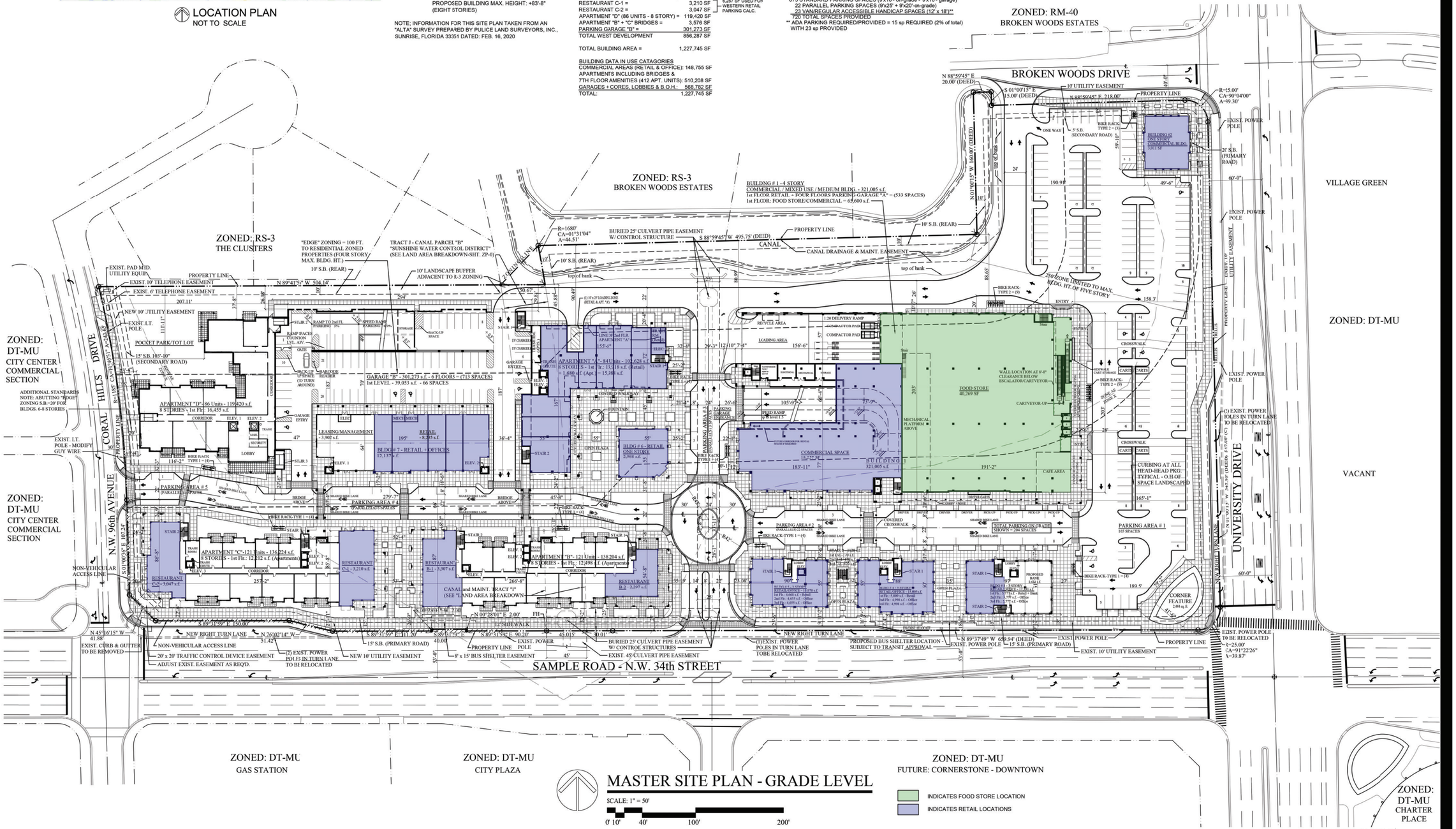
PROVIDED PARKING at WESTERN PORTION OF PROJECT:

ON-GRADE PARKING:	13 SPACES
GARAGE "B" (6 FLOORS):	713 SPACES
TOTAL SP at WESTERN PORTION:	726 SPACES

677 STANDARD PARKING SPACES (9'x18'- on-grade + 9'x18'- garage)
13 PARALLEL PARKING SPACES (9'x25' + 9'x20'-on-grade)
36 VAN/REGULAR ACCESSIBLE HANDICAP SPACES (12' x 18')**
726 TOTAL SPACES PROVIDED
** ADA PARKING REQUIRED/PROVIDED = 15 sp REQUIRED (2% of total) WITH 24 sp PROVIDED

TOTAL PROJECT PARKING PROVIDED = 1446 SPACES

BIKE RACK CALCULATIONS:
1446 SPACES PROVIDED @ 1 RACK PER 40 SP = 37 BIKE RACKS REQ'D.
10 TOTAL BIKE RACK LOCATIONS PROVIDED:
7 (TYPE 1) RACKS LOCATIONS HOLDING 4 BIKES = 28 BIKES
7 (TYPE 2) RACKS LOCATIONS HOLDING 3 BIKES = 21 BIKES
TOTAL BIKES PROVIDED: 49 BIKES



MASTER SITE PLAN - GRADE LEVEL
SCALE: 1" = 50'
0' 10' 40' 100' 200'

©2020 V.P.A. Inc.

Vander Ploeg and Associates, Inc.
architects and planners
400 south dixie highway, suite 220
boca raton, florida 33432
AR0008392
PH (561) 368-1403

Derek Vander Ploeg - AA0008392
Digitally signed by Derek Vander Ploeg - AA0008392
Date: 2023.09.05 16:23:55 -04'00'

#4

project:
CITY VILLAGE / AMERA
9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

developed by: BARRON COMMERCIAL DEVELOPMENT/AMERA

comm. no. 17055.5
drawn
date 10 MAR 2023
sheet no. SP-1
revision

To the best of the Architect's knowledge, the plans and specifications comply with the applicable minimum building codes.

NOTES:

1. SEE SHEET LP-1 - LP-7 FOR PLANTING PLAN
2. SEE SHEET LP-8 FOR LANDSCAPE TABULATION AND PLANTING LIST
3. SEE SHEET LP-9 FOR LANDSCAPE NOTES AND DETAILS
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9. POLES AND TIES ARE TO BE REMOVED FROM TREE PRIOR TO PLANTING. TREES ARE TO BE ABLE TO STAND WITHOUT SUPPORT. THOSE THAT CANNOT STAND UPRIGHT ALONE WILL BE REJECTED.
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12. A LANDSCAPE MAINTENANCE AGREEMENT IS REQUIRED TO BE EXECUTED PRIOR TO FINAL LANDSCAPE INSPECTION

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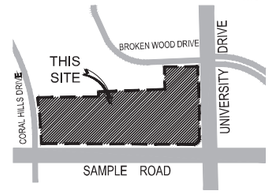
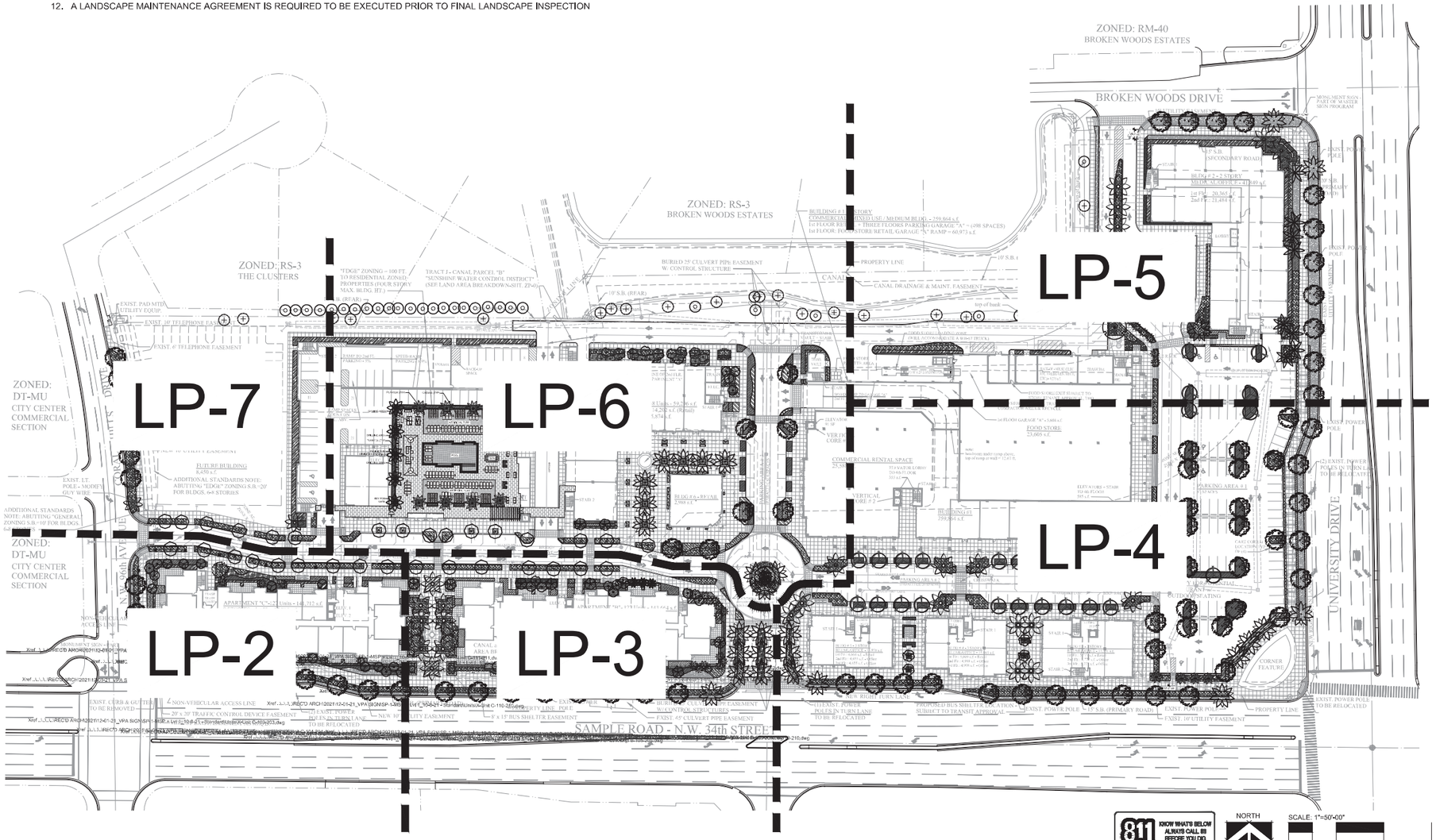
LOCATION MAP

NORTH

NTS





811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, It's free, It's the law
Call 811 two business days before digging

NORTH

SCALE: 1"=50'-00"

0' 25' 50' 100' 150'

AAL
Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL 33315 LC0000237
954.463.4662 www.aalandscape.com

hugh johnson

Seal

Revision Dates

DRC LANDSCAPE SUBMITTAL

CITY VILLAGE / AMERA

9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

Sheet Description
OVERALL LANDSCAPE PLAN

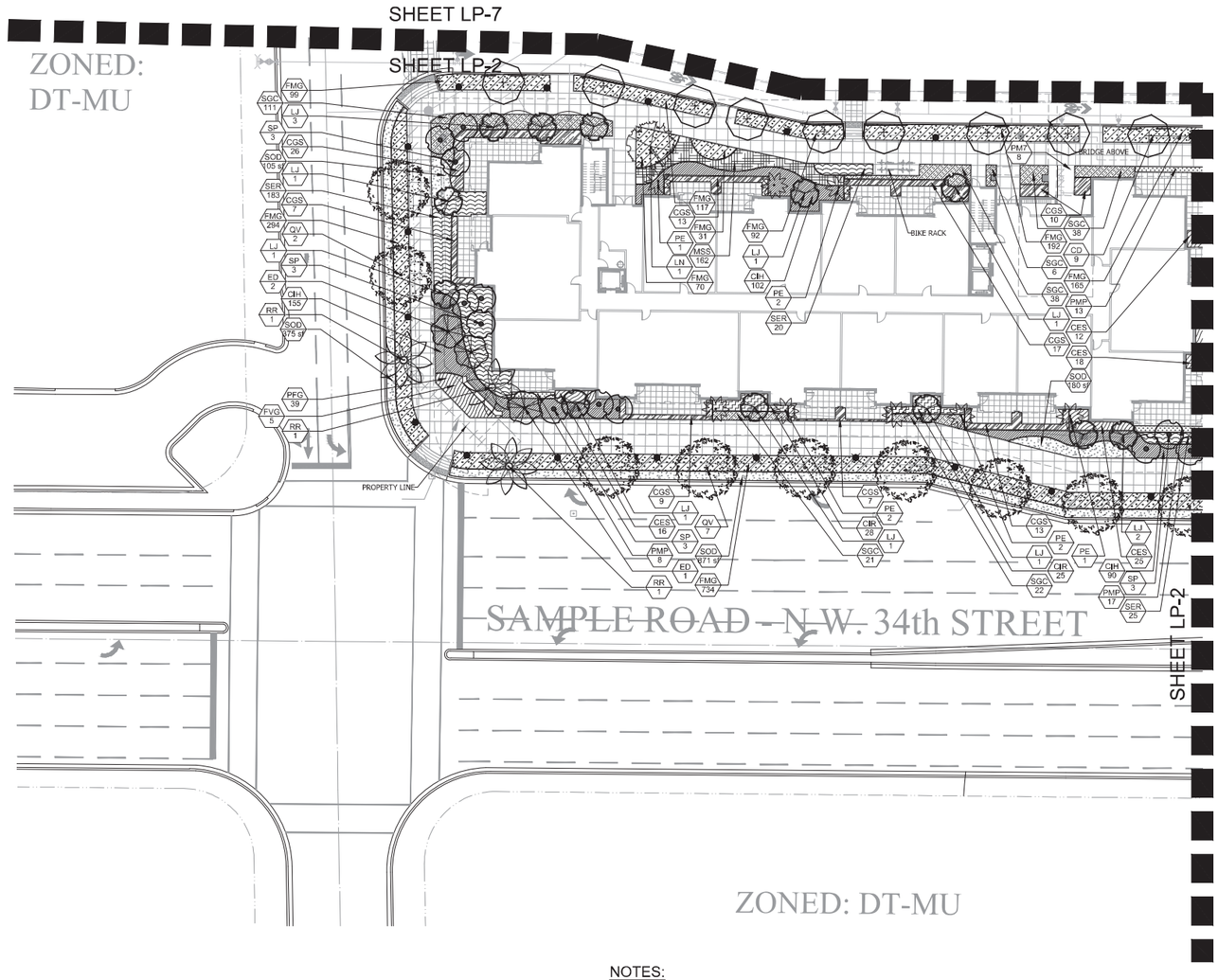
Release Date
12-22-2021

Project Number
2104

Printed
12/22/2021

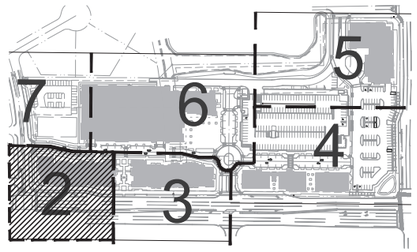
Drawing Number
LP-1

Sheet 1 OF 9



KEY MAP

NTS



EX. TREE LEGEND

- EX. TREE
- EX. PALM

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811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

NORTH

SCALE: 1"=20'-00"

0' 10' 20' 40' 60'

AAL
Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
TEL: 954.764.8858 EMAIL:
Landscape Architecture | Land Planning

Leigh Johnson — Digitally Signed by Leigh Johnson — Date: 2021.12.22 12:56:11 -05'00' — Seal

Revision Dates

DRC LANDSCAPE SUBMITTAL

CITY VILLAGE / AMERA

9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

Sheet Description: LANDSCAPE PLAN

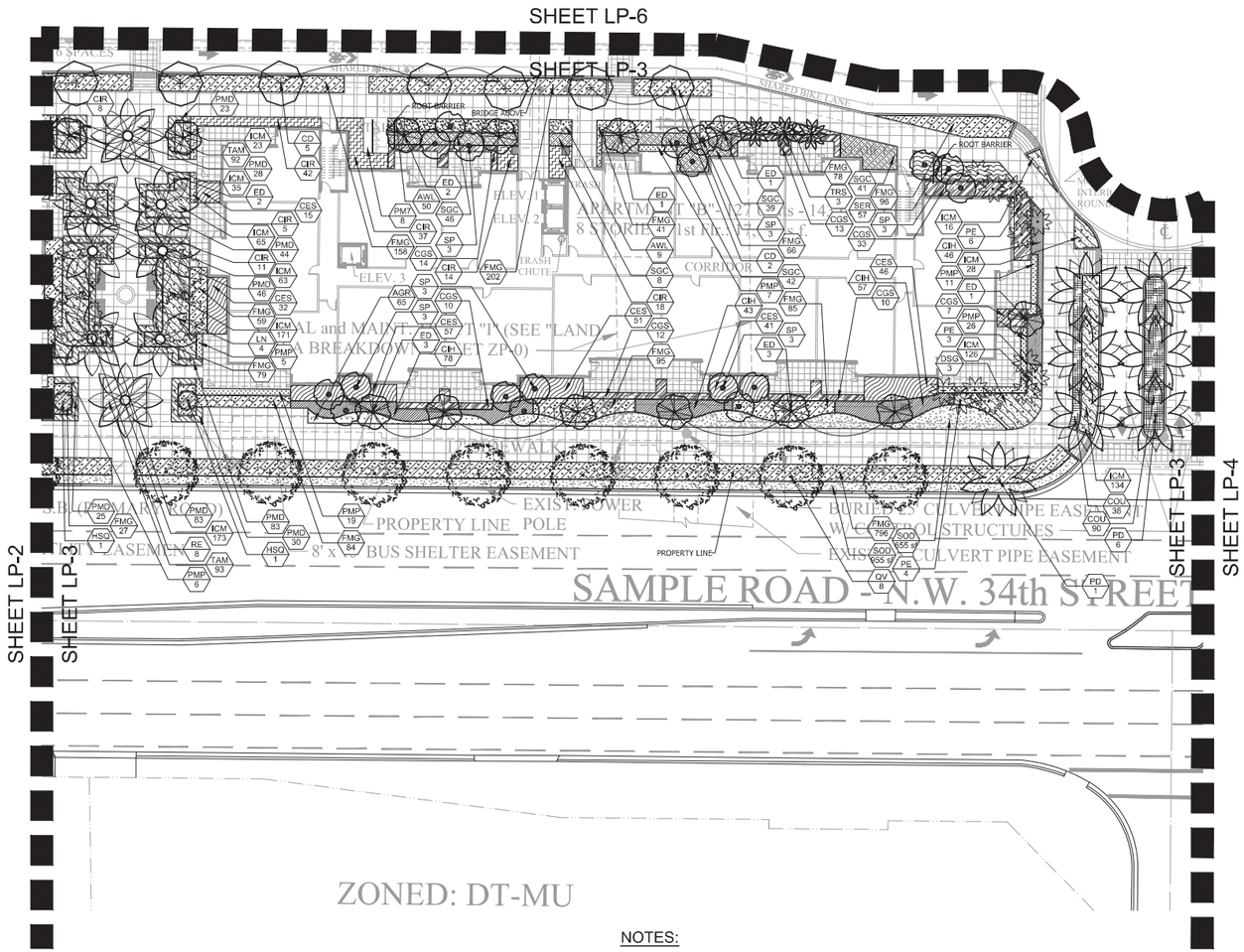
Release Date: 12-22-2021

Project Number: 2104

Printed: 12/22/2021

Drawing Number: LP-2

Sheet 2 OF 9



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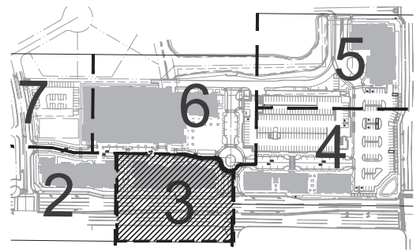
KEY MAP

NORTH

NTS



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612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
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Hugh Johnson Seal

Revision Dates

DRC LANDSCAPE SUBMITTAL

CITY VILLAGE / AMERA

9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

Sheet Description: LANDSCAPE PLAN

Release Date: 12-22-2021

Project Number: 2104

Printed: 12/22/2021

Drawing Number: LP-3

Sheet 3 OF 9

NOTES:

1. SEE SHEET LP-1 - LP-7 FOR PLANTING PLAN
2. SEE SHEET LP-8 FOR LANDSCAPE TABULATION AND PLANTING LIST
3. SEE SHEET LP-9 FOR LANDSCAPE NOTES AND DETAILS
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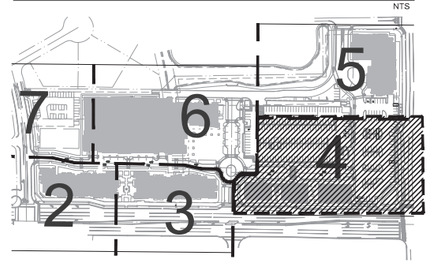
KEY MAP

NORTH

NTS



EX. TREE LEGEND

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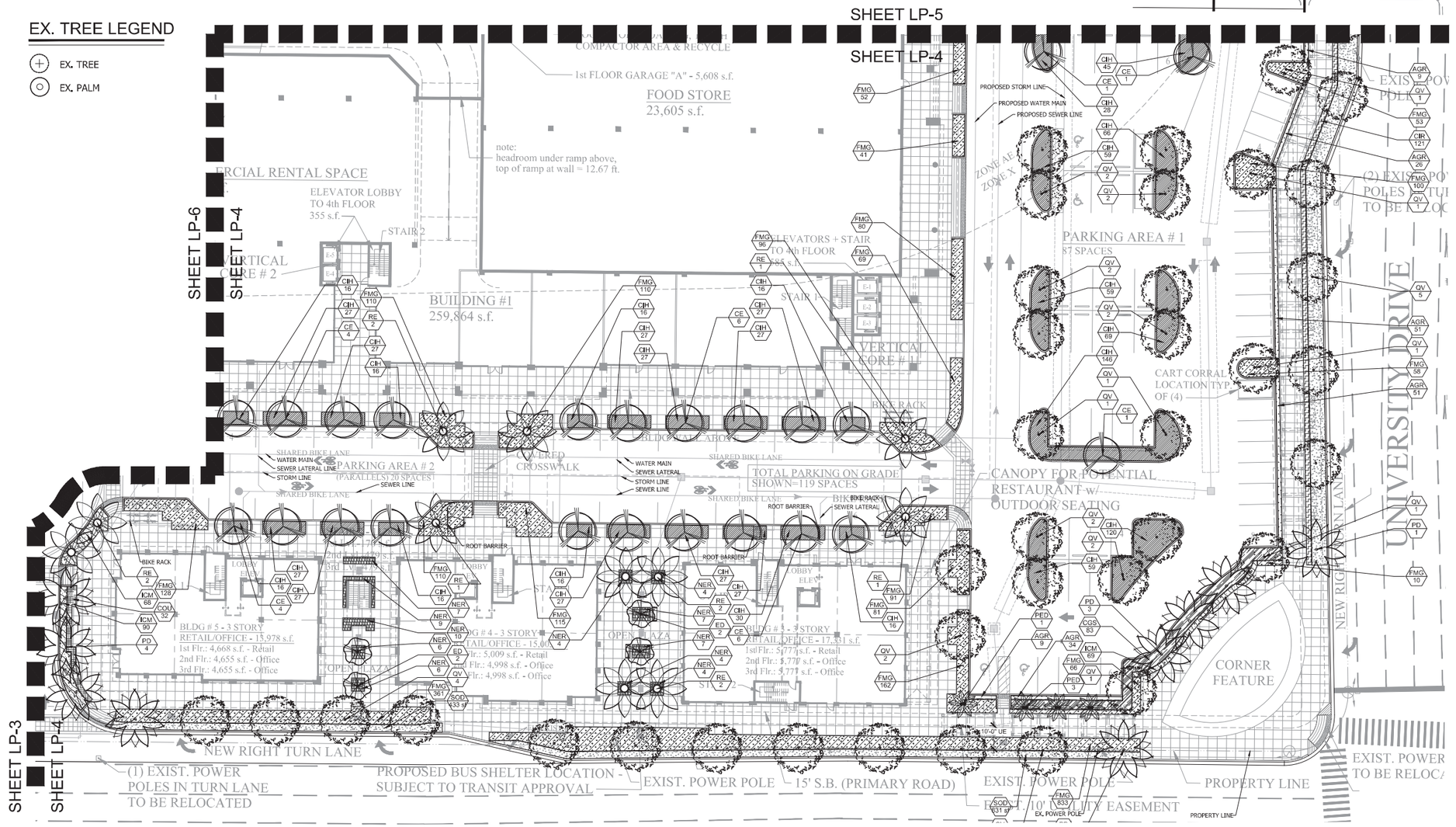

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CITY VILLAGE / AMERA

9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

Sheet Description: LANDSCAPE PLAN

Release Date: 12-22-2021

Project Number: 2104

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Drawing Number: LP-4

Sheet 4 OF 9

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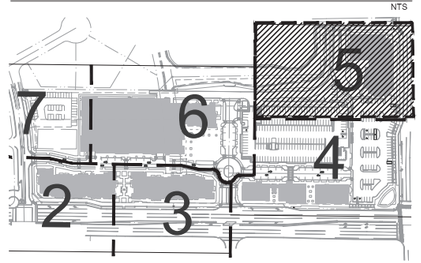

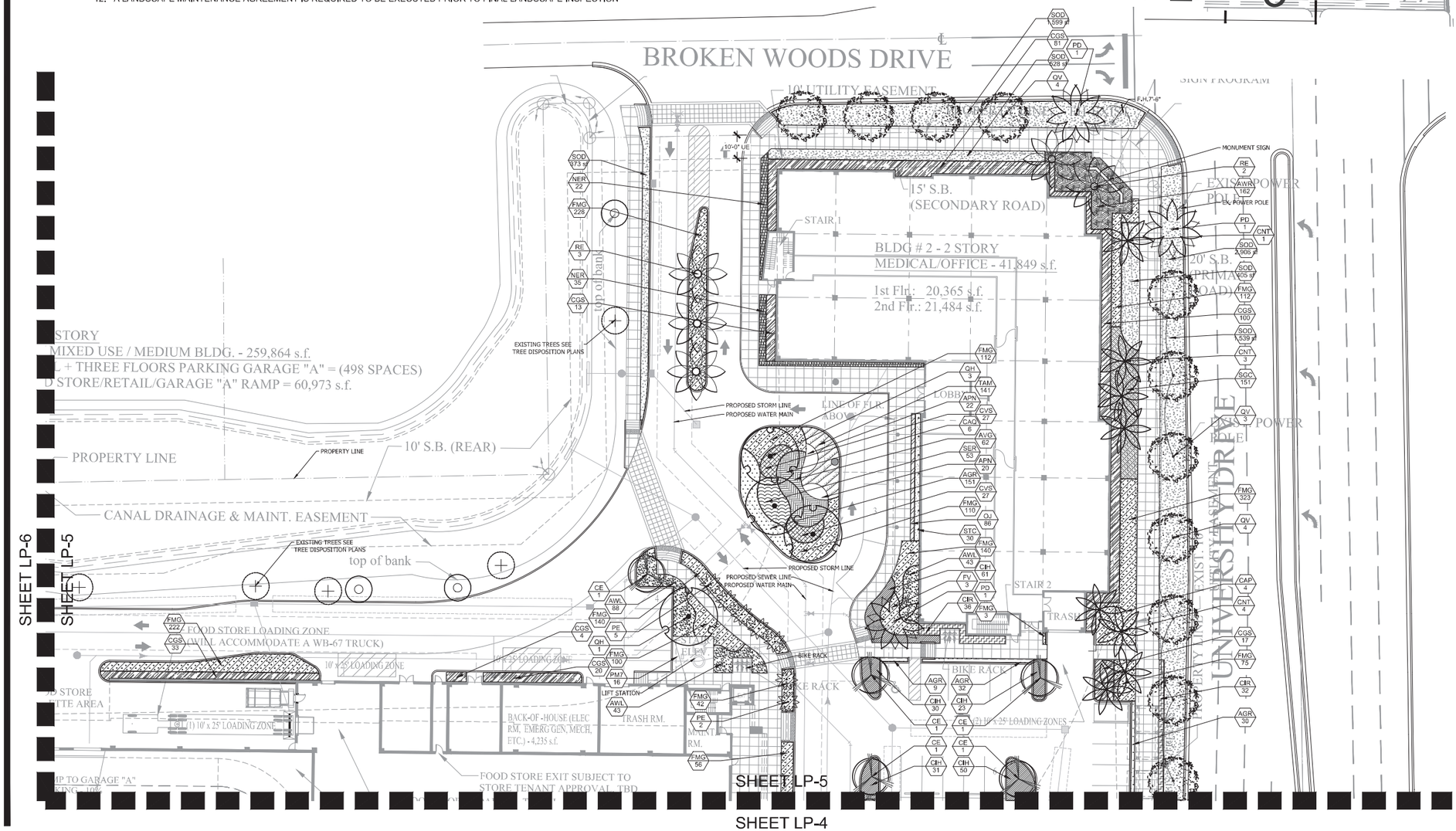

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Hugh Johnson Florida Reg. No. 0044072 Seal

Revision Dates

DRC LANDSCAPE SUBMITTAL

CITY VILLAGE / AMERA

9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

Sheet Description: LANDSCAPE PLAN

Release Date: 12-22-2021

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Printed: 12/22/2021

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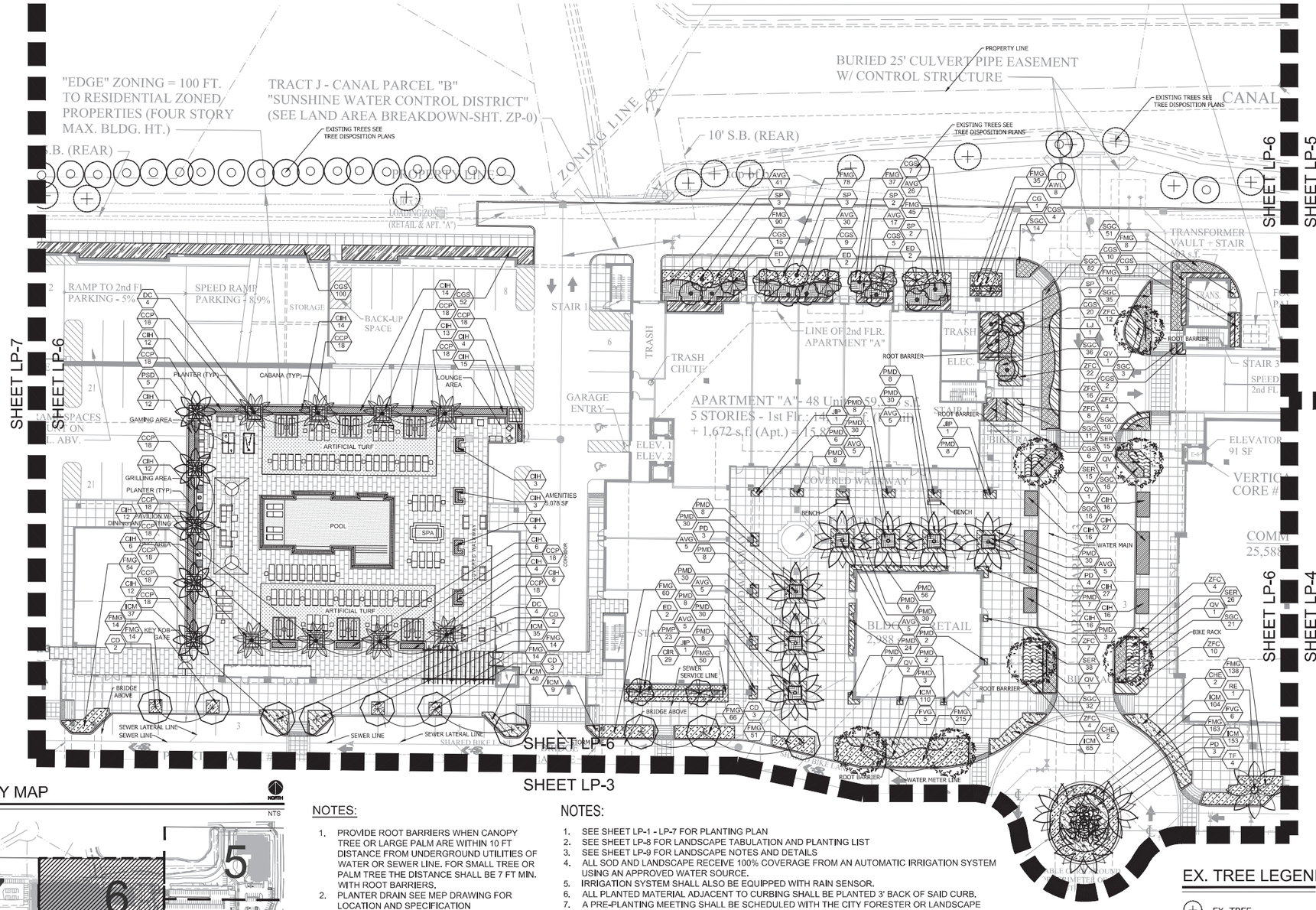
Sheet 5 OF 9



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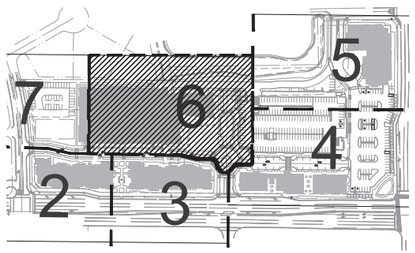

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CITY VILLAGE / AMERA

9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

Sheet Description
LANDSCAPE PLAN

Release Date
12-22-2021

Project Number
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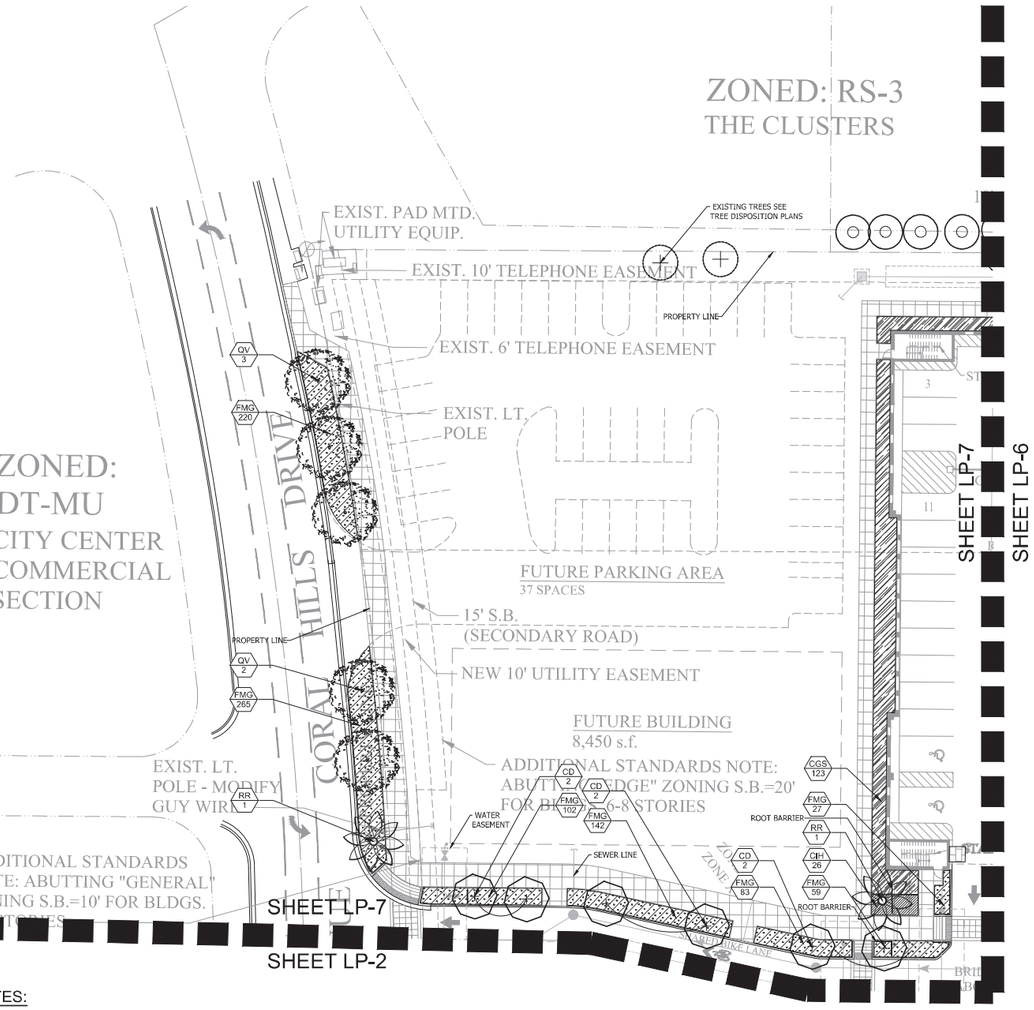
Printed
12/22/2021

Drawing Number
LP-6

Sheet 6 OF 9



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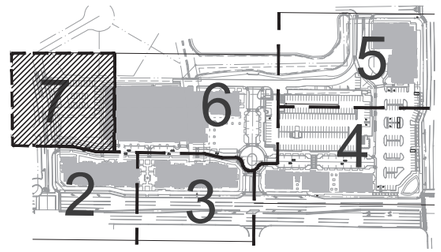

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Release Date: 12-22-2021

Project Number: 2104

Printed: 12/22/2021

Drawing Number: LP-7

Sheet 7 OF 9

PLANTING LIST

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT
CG	1	CAESALPINIA GRANADILLO	BRIDAL VEIL TREE	B&B FIELD GROWN	2.5"CAL	14` HT. X 5` SPR. 5` CT., FULL CANOPY	NO	HIGH
CD	32	COCCOLOBA DIVERSIFOLIA	PIGEON PLUM	B&B FIELD GROWN	2.5"CAL	14` HT. X 5` SPR. 5` CT., FULL CANOPY	YES	HIGH
CE	28	CONOCARPUS ERECTUS	BUTTONWOOD	B&B FIELD GROWN	2.5"CAL	14` HT. X 5` SPR. 5` CT., FULL CANOPY	YES	HIGH
ED	27	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY TREE	25 GAL	2"CAL	10` OA., 5` CT., MATCHED	NO	HIGH
LJ	13	LIGUSTRUM JAPONICUM	TREE LIGUSTRUM	B&B FIELD GROWN	2"CAL	8-10` OA HT., MULTI-TRUNK	NO	MEDIUM
QV	77	QUERCUS VIRGINIANA	LIVE OAK	B&B FIELD GROWN	2.5"CAL	14` HT. X 5` SPR. 5` CT., FULL CANOPY	YES	HIGH
QH	4	QUERCUS VIRGINIANA	LIVE OAK	FG/B&B	8"	25` OA., 12` SPR.		

FLOWERING TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT
HSQ	2	HIBISCUS ROSA-SINENSIS `SNOW QUEEN`	VARIEGATED HIBISCUS	25 GAL	2"CAL	8-10` OA, STANDARD	NO	MEDIUM
LN	5	LAGERSTROEMIA INDICA `NATCHEZ`	WHITE CRAPE MYRTLE	B&B FIELD GROWN	2.5"CAL	14` HT. X 5` SPR. 5` CT., FULL CANOPY	NO	HIGH

PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT
CNT	8	COCOS NUCIFERA	COCONUT PALM "GREEN MALAYAN"	FG/B&B		8` CT., FL FANCY	NO	HIGH
DC	8	DYPSIS CABADAE	CABADA PALM	B & B FIELD GROWN		14`-16` OA., SINGLE TRUNK	NO	MEDIUM
PD	29	PHOENIX DACTYLIFERA `MEDJOOL`	MEDJOOL DATE PALM	B&B FIELD GROWN	10"-12" CAL	14` CT MIN., 22` OA. HT.	NO	HIGH
PSD	5	PHOENIX SYLVESTRIS	WILD DATE PALM	FG/B&B		12` CT., MATCHED HEIGHTS	NO	HIGH
PE	28	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	B&B FIELD GROWN	3"CAL	12` OA.	NO	HIGH
PED	4	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	B&B FIELD GROWN	3"CAL	12`-16` OA, DOUBLE	NO	HIGH
RE	25	ROYSTONEA ELATA	FLORIDA ROYAL PALM	B&B FIELD GROWN	20+" CAL	8` GW., 20`+ OA., MATCHED	YES	HIGH
RR	5	ROYSTONEA REGIA	ROYAL PALM	FG/B&B		20` OA., MATCHE HEIGHTS	YES	MEDIUM
SP	43	SABAL PALMETTO	CABBAGE PALMETTO	B&B FIELD GROWN	10"-12" CAL	14`-20` OA, VARY HEIGHTS	YES	HIGH
TRS	3	THRINAX RADIATA	FLORIDA THATCH PALM	25 GAL		7` OA. HT.	YES	HIGH
TF	4	TRACHYCARPUS FORTUNEI	WINDMILL PALM	45 GAL		5`-6` OA	NO	MEDIUM

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT
CHE	4	CHAMAEROPS HUMILIS CERIFERA `SILVER SELECT`	SILVER MEDITERRANEAN FAN PALM	FG/B&B		8` HT. X 4` SPR.	NO	HIGH
PM7	32	PODOCARPUS MACROPHYLLUS `MAKI`	JAPANESE YEW	7 GAL.		30" HT. X 30" SPR.	NO	HIGH

ACCENT SHRUB	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT
APN	42	AECHMEA X `PINOT NOIR`	PINOT NOIR BROMELIAD	3 GAL.		20"X20" OA.	NO	HIGH
CAP	4	CRINUM AMABILE `PURPLE LEAF`	PURPLE CRINUM	7 GAL.		36" HT. X 30" SPR.	NO	HIGH
CAQ	6	CRINUM AUGUSTUM `QUEEN EMMA`	`QUEEN EMMA` CRINUM	7 GAL.		36" HT. X 30" SPR.	NO	HIGH
DSG	3	DIOON SPINULOSUM	CYCAD	15 GAL		30-36" OA	NO	HIGH
FV	3	FURCRAEA GIGANTEA `VARIEGATA`	FALSE AGAVE	3 GAL.		30" OA.	NO	HIGH
FVG	16	FURCRAEA GIGANTEA `VARIEGATA`	FALSE AGAVE	3 GAL.		30" OA.	NO	HIGH
JIP	3	JATROPHA INTEGERRIMA	SPICY JATROPHA	7 GAL.		5`-6` OA, SPECIMEN	NO	HIGH

SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING
AWL	241	ACALYPHA WILKESIANA `LOUISIANA RED`	LOUISIANA RED COPPERLEAF	3 GAL.		24"HT X 24"SPR	NO	HIGH	24" o.c.
AVG	211	ALPINIA ZERUMBET `VARIEGATA`	VARIEGATED SHELL GINGER	7 GAL.		24" HT X 30" SPR	NO	LOW	30" o.c.
CIH	2,168	CHRYSOBALANUS ICACO `HORIZONTALIS`	HORIZONTAL COCOPLUM	3 GAL.		20" HT. X 20" SPR. FULL	YES	MEDIUM	24" o.c.
CIR	406	CHRYSOBALANUS ICACO `REDTIP`	RED TIP COCOPLUM	3 GAL.		24"HT X 24"SPR	YES	MEDIUM	24" o.c.
CGS	908	CLUSIA GUTTIFERA	SMALL-LEAF CLUSIA	3 GAL.		30"HT X 24"SPR	YES	HIGH	36" o.c.
COU	160	COCCOLOBA UVIFERA	SEA GRAPE	3 GAL.		24" HT. X 24" SPR.		HIGH	24" o.c.
CVS	54	CODIAEUM VARIEGATUM `SLOPPY PAINTER`	SLOPPY PAINTER CROTON	3 GAL.		24"HT X 24"SPR	NO	HIGH	24" o.c.
CES	313	CONOCARPUS ERECTUS SERICEUS	SILVER BUTTON WOOD	3 GAL		24"HT X 24"SPR	YES	HIGH	24" o.c.
NER	125	NEOMARICA CAERULEA `REGINA`	BLUE WALKING IRIS	3 GAL., FULL		36"HT X 30"SPR			30" o.c.
PMP	135	PODOCARPUS MACROPHYLLUS .	PODOCARPUS	3 GAL.		24"HT X 24"SPR	NO	MEDIUM	24" o.c.
SER	432	SABAL MINOR	DWARF SAW PALMETTO	3 GAL.		24" HT. X 24" SPR.	YES	HIGH	24" o.c.
STC	30	SANSEVIERIA TRIFASCIATA `BLACK CORAL`	BLACK CORAL SANSEVIERIA	3 GAL.		14" OA	NO	HIGH	24" o.c.
SGC	890	SCHEFFLERA ARBORICOLA `GOLD CAPELLA`	GOLD CAPELLA ARBORICOLA	3 GAL.		24"HT X 24"SPR	NO	HIGH	24" o.c.

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING
AWR	162	ACALYPHA WILKESIANA `LOUISIANA RED`	LOUISIANA RED COPPERLEAF	3 GAL.		16" HT. X 16" SPR.	NO	HIGH	24" o.c.
AGR	471	ARACHIS GLABRATA	PERENNIAL PEANUT `LARGE LEAF`	1 GAL		6"HT X 12"SPR @	NO	HIGH	18" o.c.
CCP	252	CURCULIGO CAPITULATA	PALM GRASS	3 GAL., FULL		10"-12" SPREAD			16" o.c.
FMG	10,107	FICUS MICROCARPA `GREEN ISLAND`	GREEN ISLAND FICUS	3 GAL.,		14" HT X 16" SPR	NO	HIGH	18" o.c.
ICM	1,614	IXORA COCCINEA `MAUI SUNSET`	MAUI SUNSET DWARF IXORA	3 GAL.,		16" HT X 16" SPR	NO	MEDIUM	18" o.c.
MSS	162	MICROSORUM SCOLOPENDRUM	WART FERN	1 GAL		4"HT X 12"SPR @	NO	MEDIUM	18" o.c.
OJ	86	OPHIOPOGON JABURAN	MONDO GRASS	1 GAL.,		6"HT X 12"SPR @	NO	MEDIUM	12" o.c.
PMD	754	PODOCARPUS MACROPHYLLUS `DWARF PRINGLES`	DWARF PODOCARPUS	3 GAL.,		14" HT X 12" SPR	NO	HIGH	18" o.c.
TAM	326	TRACHELOSPERMUM ASIATICUM `MINIMA`	MINIMA JASMINE	3 GAL.,		4" HT. X 12" SPR.	NO	MEDIUM	18" o.c.
ZFC	87	ZAMIA FLORIDANA	COONTIE PALM	3 GAL.		14" HT X 16" SPR	YES	HIGH	36" o.c.

GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING
PFG	39	PENNISETUM SETACEUM	GREEN FOUNTAIN GRASS	3 GAL.,		24"HT X 24"SPR	NO	HIGH	24" o.c.

SOD/SEED	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING
SOD	11,755 SF	STENOTAPHRUM SECUNDATUM `FLORITAM`	`FLORITAM` ST. AUGUSTINE SOD	SOD					

LANDSCAPE LEGEND

LANDSCAPE CALCULATIONS
ZONING DISTRICT: B-2
OVERLAY ZONING DISTRICT: DOWNTOWN "CORE" MIXED-USE (DT-MU)
LAND USE DESIGNATION: LOCAL ACTIVITY CENTER (LAC)

LANDSCAPE DATA	LAND USE RATIO	SF	AC
SITE AREA	100.00%	558,379.00	12.8186
BUILDING AREAS	36.45%	203,508.00	4.67
IMPERVIOUS PAVED AREAS	22.35%	124,805.68	2.87
SIDEWALK	16.93%	94,541.90	2.17
CANAL	2.42%	13,540.60	0.31
TOTAL LANDSCAPE PERVIOUS AREA	21.85%	121,982.82	2.80
CATEGORY	**CODE**	**REQ.**	**PROV.**
1. Min. Landscape Required Zoning Districts	***Sec. 250833 (5)***		
TREES = 121982 SF / 1,000 SF	1/1,000 SF of plot area	122	164
SHRUBS = 121982 SF / 1,000 SF x 5	5/1,000 SF of plot area	610	678+
2. Special Provisions - Street Trees	***Sec. 250833 (7.g)***		
(N) Broken Woods Drive: 265.64 LF	1/40 LF	7	7
(E) University Drive: 608.74 LF	1/40 LF	15	15
(S) Sample Road/ NW 34 Street: 1232.69 LF	1/40 LF	31	21
(W) Coral Hills Drive/ NW 96 Ave: 379.49 LF	1/40 LF	9	9
3. Furnishing Zones and Landscape Standards	***Sec. 2501060 (3.b.i.a.)***		
Main Street North Side: 637 LF	1 Canopy Tree/30 LF of Bldg Frontage	21	21
Main Street South Side: 802.5 LF	1 Canopy Tree/30 LF of Bldg Frontage	27	27
4. Parking Interiors - Vehicular Use Area (VUA) Planting	***Sec. 250833 (13)***		
Internal parking islands	1 Tree / Island	44	41
15% = 124,805.68 x 0.15	15% of Total VUA to be landscaping	18,720.85	23,714.35
	TOTAL OF TREES	***276***	***305***
	TOTAL OF SHRUBS	***610***	***678+***
5. Native Landscaping	***Sec. 250834 (14)***		
Native Trees	50% OF REQ. MIN.	138	145+ Trees
Native Shrubs/ Groundcover	50% OF REQ. MIN.	305	4300+ Shrubs/GC

NOTES:
1. PALMS COUNTED 1:1 DATE/ ROYALS; OTHER PALM TREES 3:1 ***per code Sec. 250833.(7). (g). (3&4)***
2. ALL SOD AND LANDSCAPE TO RECEIVE 100% COVERAGE FROM AN AUTOMATIC
3. IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE.
4. IRRIGATION SYSTEM SHALL ALSO BE EQUIPT WITH A RAIN SENSOR.

NOTES:

1. PROVIDE ROOT BARRIERS WHEN CANOPY TREE OR LARGE PALM ARE WITHIN 10 FT DISTANCE FROM UNDERGROUND UTILITIES OF WATER OR SEWER LINE. FOR SMALL TREE OR PALM TREE THE DISTANCE SHALL BE 7 FT MIN. WITH ROOT BARRIERS.
2. PLANTER DRAIN SEE MEP DRAWING FOR LOCATION AND SPECIFICATION
3. ANY PLANTS WITHIN SIGHT TRIANGLES MUST BE MAINTAINED BELOW 2.5 FT HEIGHT
4. SIGHT DISTANCE FOR LANDSCAPING ADJACENT TO PUBLIC RIGHT-OF-WAY AND POINTS OF ACCESS: ALL LANDSCAPING WITHIN THE TRIANGULAR AREAS SHALL PROVIDE UNOBSTRUCTED CROSS-VISIBILITY AT A LEVEL BETWEEN 2.5 FT AND 6 FT *[per code* ***Sec. 250833.(8) (a)*** *]*

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Call 811 two business days before digging

NOTES:

1. SEE SHEET LP-1 - LP-7 FOR PLANTING PLAN
2. SEE SHEET LP-8 FOR LANDSCAPE TABULATION AND PLANTING LIST
3. SEE SHEET LP-9 FOR LANDSCAPE NOTES AND DETAILS
4. ALL SOD AND LANDSCAPE RECEIVE 100% COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE.
5. IRRIGATION SYSTEM SHALL ALSO BE EQUIPPED WITH RAIN SENSOR.
6. ALL PLANTED MATERIAL ADJACENT TO CURBING SHALL BE PLANTED 3' BACK OF SAID CURB.
7. A PRE-PLANTING MEETING SHALL BE SCHEDULED WITH THE CITY FORESTER OR LANDSCAPE INSPECTOR AND THE LANDSCAPE CONTRACTOR PRIOR TO ANY INSTALLATION ON THE SITE.
8. ALL SHADE AND MEDIUM TREES INSTALLED WITHIN 6' OF A PUBLIC INFRASTRUCTURE SHALL UTILIZE A ROOT BARRIER SYSTEM.
9. POLES AND TIES ARE TO BE REMOVED FROM TREE PRIOR TO PLANTING. TREES ARE TO BE ABLE TO STAND WITHOUT SUPPORT. THOSE THAT CANNOT STAND UPRIGHT ALONE WILL BE REJECTED.
10. THE USE OF CYPRESS MULCH IS DISCOURAGED AND ALL MULCH IS TO BE KEPT AT A MINIMUM OF 6" FROM BASE OF ALL PLANT MATERIAL.
11. THE USE OF SISAL STRAPPING/ROPE IS REQUIRED TO BE INCORPORATED AROUND THE TREE WHEN WELLINGTON TAPE IS USED TO STABILIZE THE PLANTING.
12. A LANDSCAPE MAINTENANCE AGREEMENT IS REQUIRED TO BE EXECUTED PRIOR TO FINAL LANDSCAPE INSPECTION

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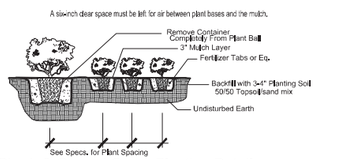
Hugh Johnson Sheet

Revision Dates

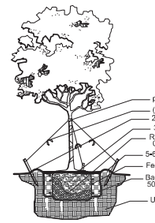
DRC LANDSCAPE SUBMITTAL
CITY VILLAGE / AMERA
9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

Sheet Description: LANDSCAPE TABULATION & PLANTING LIST
Release Date: 12-22-2021
Project Number: 2104
Printed: 12/22/2021
Drawing Number: LP-8
Sheet 7 OF 9



Shrub & Ground Cover Planting Detail

NTS



Small Tree Planting Detail

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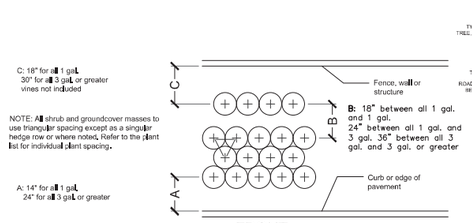
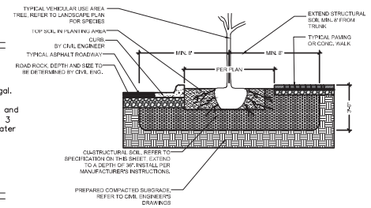


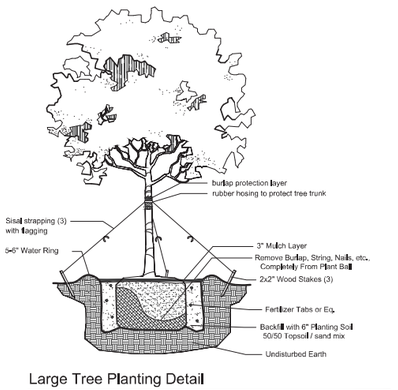
Typical Plant Spacing

NTS



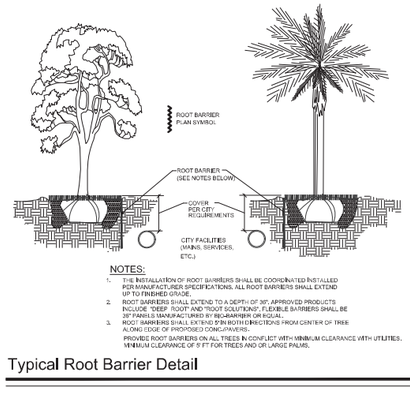
CU-STRUCTURAL SOIL DETAIL

NTS



Large Tree Planting Detail

NTS



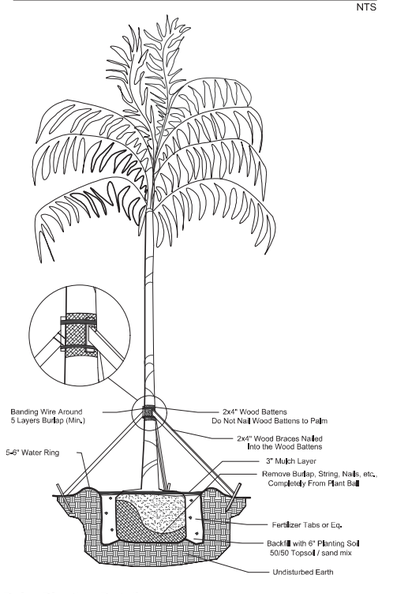
NOTES:

1. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED INSTALLED PER MANUFACTURER SPECIFICATIONS. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
2. ROOT BARRIERS SHALL EXTEND TO A DEPTH OF 36". APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 24" PANELS MANUFACTURED BY RIGI-BARRIER OR EQUAL.
3. ROOT BARRIERS SHALL EXTEND 5'IN BOTH DIRECTIONS FROM CENTER OF TREE ALONG EDGE OF PROPOSED CONCAVEWERS.

PROVIDE ROOT BARRIERS ON ALL TREES IN CONFLICT WITH MINIMUM CLEARANCE WITH UTILITIES. MINIMUM CLEARANCE OF 5' FT FOR TREES AND OR LARGE PALMS.

Typical Root Barrier Detail

NTS



Palm Planting Detail

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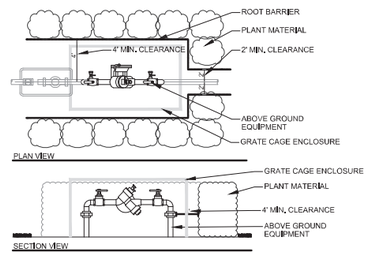
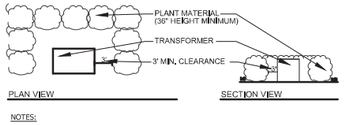


Above Ground Backflow Planting Details

NTS



NOTES:

1. ALL ABOVE GROUND UTILITIES SHALL BE SCREENED ON THREE SIDES WITH LANDSCAPING
2. ALL ABOVE GROUND UTILITY/TRANSFORMER BOX, MECHANICAL EQUIPMENT, VALVES, ETC., SHALL BE LOCATED ON-SITE WITH REQUIRED LANDSCAPE SCREENING ON THREE (3) SIDES WHILE MAINTAINING THREE (3) FEET CLEARANCE. SHRUB HEIGHT TO MEET OR EXCEED EQUIPMENT BEING SCREENED.

Transformer Planting Details

NTS

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CU-STRUCTURAL SOIL® SPECIFICATIONS

PART 2 - MATERIALS

2.1 CLAY LOAM

A. Soil shall be a "loam" with a minimum clay content of 20% or a "clay loam" based on the "USDA classification system" as determined by mechanical analysis (ASTM D-422) and it shall be of uniform composition, without admixture of subsoil. It shall be free of stones, lumps, plants and their roots, debris and other extraneous matter. It shall not contain toxic substances harmful to plant growth. Clay loam shall contain not less than 2% or more than 5% organic matter as determined by the loss on ignition of oven-dried samples. Test samples shall be oven-dried to a constant weight at a temperature of 230 degrees F., plus or minus 9 degrees.

B. Mechanical analysis for the loam or clay loam shall be as follows:

Textural Class	% of Total Weight
Gravel	less than 5%
Sand	20-45%
Silt	20-50%
Clay	20-40%

C. Chemical analysis: Meet, or be amended to meet the following criteria:

1. pH between 5.5 to 6.5
2. Percent organic matter 2% - 5% by dry weight
3. Adequate nutrient levels
4. Soluble salt less than 1.0 mmho/cm
5. Cation Exchange Capacity (CEC) greater than 10
6. Carbon/Nitrogen ratio less than 33:1

D. Loam or clay loam shall not come from USDA - classified prime farmland.

2.2 FERTILIZER (if needed)

A. Should nutrient analysis suggest that the loam or clay loam need additional nutrients, it shall be amended by Amereq's licensed producer.

2.3 SULFUR (if needed)

A. Sulfur shall be a commercial granular, 96% pure sulfur, with material and analysis appearing on the labeled container.
B. Sulfur used to lower pH shall be a ferrous sulfate formulation.
C. Application rates shall be dependent on soil test results.

2.4 LIME (if needed)

A. Agricultural lime containing a minimum of 85% carbonates.
B. Application rates shall be dependent on soil test results.

2.5 CRUSHED STONE

A. The size of the crushed stone shall be 0.75 inches to 1.5 inches allowing for up to 10% being greater than 1.5 inches, and up to 10% less than 0.75 inches.
B. Acceptable aggregate dimensions will not exceed 2.5:1.0 for any two dimensions.
C. Minimum 90% with two or more fractured faces.
D. Results of Aggregate Soundness Loss test shall not exceed 18%.
E. Losses from LA Abrasion tests shall not exceed 40%.

2.6 HYDROGEL

A. Hydrogel shall be a coated potassium propenoate-propenamide copolymer (Gelscape® Hydrogel Tackifier) as manufactured by Amereq, Inc. 800-832-8788.

2.7 WATER

A. The installing contractor shall be responsible to furnish his own supply of water (if needed) free of impurities, to the site.

2.8 CU-STRUCTURAL SOIL®

A. A uniformly blended urban tree mixture of crushed stone, clay loam and Gelscape® Hydrogel Tackifier, as produced by an Amereq-licensed company, mixed in the following proportion:

Material	Unit of Weight
specified crushed Stone	100 units dry weight
specified clay loam	20 – 25 units (to achieve minimum CBR of 50)
Gelscape® Hydrogel Tackifier	0.035 units dry weight
moisture	ASTM D698/AASHTO T-99 optimum moisture

CU-STRUCTURAL SOIL SPECIFICATIONS

NTS

NOTES:

GENERAL PLANTING REQUIREMENTS

ALL SIZES SHOWN FOR PLANT MATERIAL ON THE PLANS ARE TO BE CONSIDERED MINIMUM. ALL PLANT MATERIAL MUST MEET OR EXCEED THESE MINIMUM REQUIREMENTS FOR BOTH HEIGHT AND SPREAD. ANY OTHER REQUIREMENTS FOR SPECIFIC SHAPE OR EFFECT AS NOTED ON THE PLAN(S) WILL ALSO BE REQUIRED FOR FINAL ACCEPTANCE.

ALL PLANT MATERIAL FURNISHED BY THE LANDSCAPE CONTRACTOR SHALL BE FLORIDA #1 OR BETTER AS ESTABLISHED BY "GRADES AND STANDARDS FOR FLORIDA NURSERY PLANTS" AND "GRADES AND STANDARDS FOR FLORIDA NURSERY TREES". ALL MATERIAL SHALL BE INSTALLED AS PER CSI SPECIFICATIONS.

ALL PLANT MATERIAL AS INCLUDED HEREIN SHALL BE WARRANTIED BY THE LANDSCAPE CONTRACTOR FOR A MINIMUM PERIOD AS FOLLOWS: ALL TREES AND PALMS FOR 12 MONTHS, ALL SHRUBS, VINES, GROUNDCOVERS AND MISCELLANEOUS PLANTING MATERIALS FOR 90 DAYS, AND ALL LAWN AREAS FOR 60 DAYS AFTER FINAL ACCEPTANCE BY THE OWNER OR OWNER'S REPRESENTATIVE.

ALL PLANT MATERIAL SHALL BE PLANTED IN PLANTING SOIL THAT IS DELIVERED TO THE SITE IN A CLEAN LOOSE AND FRIABLE CONDITION. ALL SOIL SHALL HAVE A WELL DRAINED CHARACTERISTIC. SOIL MUST BE FREE OF ALL ROCKS, STICKS, AND OBJECTIONABLE MATERIAL INCLUDING WEEDS AND WEED SEEDS AS PER CSI SPECIFICATIONS.

TWELVE INCHES (12") OF PLANTING SOIL 50/50 SAND/TOPSOIL MIX IS REQUIRED AROUND AND BENEATH THE ROOT BALL OF ALL TREES AND PALMS, AND 1 CUBIC YARD PER 50 BEDDING OR GROUNDCOVER PLANTS.

ALL LANDSCAPE AREAS SHALL BE COVERED WITH EUCALYPTUS OR STERILIZED SEED FREE MELALEUCA MULCH TO A MINIMUM DEPTH OF THREE INCHES (3") OF COVER WHEN SETTLED. A SIX-INCH CLEAR SPACE MUST BE LEFT FOR AIR BETWEEN PLANT BASES AND THE MULCH. CYPRESS BARK MULCH SHALL NOT BE USED.

ALL PLANT MATERIAL SHALL BE THOROUGHLY WATERED IN AT THE TIME OF PLANTING. NO DRY PLANTING PERMITTED. ALL PLANT MATERIALS SHALL BE PLANTED SUCH THAT THE TOP OF THE PLANT BALL IS FLUSH WITH THE SURROUNDING GRADE.

ALL LANDSCAPE AND LAWN AREAS SHALL BE IRRIGATED BY A FULLY AUTOMATIC SPRINKLER SYSTEM ADJUSTED TO PROVIDE 100% COVERAGE OF ALL LANDSCAPE AREAS. ALL HEADS SHALL BE ADJUSTED TO 100% OVERLAP AS PER MANUFACTURERS SPECIFICATIONS AND PERFORMANCE STANDARDS UTILIZING A RUST FREE WATER SOURCE. EACH SYSTEM SHALL BE INSTALLED WITH A RAIN SENSOR.

IT IS THE SOLE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO INSURE THAT ALL NEW PLANTINGS RECEIVE ADEQUATE WATER DURING THE INSTALLATION AND DURING ALL PLANT WARRANTY PERIODS. DEEP WATERING OF ALL NEW TREES AND PALMS AND ANY SUPPLEMENTAL WATERING THAT MAY BE REQUIRED TO AUGMENT NATURAL RAINFALL AND SITE IRRIGATION IS MANDATORY TO INSURE PROPER PLANT DEVELOPMENT AND SHALL BE PROVIDED AS A PART OF THIS CONTRACT.

ALL PLANT MATERIAL SHALL BE INSTALLED WITH FERTILIZER, WHICH SHALL BE STATE APPROVED AS A COMPLETE FERTILIZER CONTAINING THE REQUIRED MINIMUM OF TRACE ELEMENTS IN ADDITION TO N-P-K, OF WHICH 50% OF THE NITROGEN SHALL BE DERIVED FROM AN ORGANIC SOURCE AS PER CSI SPECIFICATIONS.

CONTRACTORS ARE RESPONSIBLE FOR COORDINATING WITH THE OWNERS AND APPROPRIATE PUBLIC AGENCIES TO ASSIST IN LOCATING AND VERIFYING ALL UNDERGROUND UTILITIES PRIOR TO EXCAVATION.

ALL IDEAS, DESIGNS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND ARE THE EXCLUSIVE PROPERTY OF ARCHITECTURAL ALLIANCE LANDSCAPE.

THE PLAN TAKES PRECEDENCE OVER THE PLANT LIST.

SPECIAL INSTRUCTIONS

GENERAL SITE AND BERM GRADING TO +/- 1 INCH (1") SHALL BE PROVIDED BY THE GENERAL CONTRACTOR. ALL FINISHED SITE GRADING AND FINAL DECORATIVE BERM SHAPING SHALL BE PROVIDED BY THE LANDSCAPE CONTRACTOR.

ALL SOD AREAS AS INDICATED ON THE PLANTING PLAN SHALL RECEIVE STENOTAPHRUM SECUNDATUM, ST. AUGUSTINE 'PALMETTO' SOLID SOD. IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO INCLUDE IN THE BID, THE REPAIR OF ANY SOD WHICH MAY BE DAMAGED FROM THE LANDSCAPE INSTALLATION OPERATIONS.

NOTES:

1. ALL SOD AND LANDSCAPE RECEIVE 100% COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE.
2. IRRIGATION SYSTEM SHALL ALSO BE EQUIPPED WITH RAIN SENSOR.
3. SEE SHEET LP-1 - LP-7 FOR PLANTING PLAN
4. ALL PLANTED MATERIAL ADJACENT TO CURBING SHALL BE PLANTED 3' BACK OF SAID CURB.
5. A PRE-PLANTING MEETING SHALL BE SCHEDULED WITH THE CITY FORESTER OR LANDSCAPE INSPECTOR AND THE LANDSCAPE CONTRACTOR PRIOR TO ANY INSTALLATION ON THE SITE.
6. ALL SHADE AND MEDIUM TREES INSTALLED WITHIN 6' OF A PUBLIC INFRASTRUCTURE SHALL UTILIZE A ROOT BARRIER SYSTEM.
7. POLES AND TIES ARE TO BE REMOVED FROM TREE PRIOR TO PLANTING. TREES ARE TO BE ABLE TO STAND WITHOUT SUPPORT. THOSE THAT CANNOT STAND UPRIGHT ALONE WILL BE REJECTED.
8. THE USE OF CYPRESS MULCH IS DISCOURAGED AND ALL MULCH IS TO BE KEPT AT A MINIMUM OF 6" FROM BASE OF ALL PLANT MATERIAL.
9. THE USE OF SISAL STRAPPING/ROPE IS REQUIRED TO BE INCORPORATED AROUND THE TREE WHEN WELLINGTON TAPE IS USED TO STABILIZE THE PLANTING.
10. A LANDSCAPE MAINTENANCE AGREEMENT IS REQUIRED TO BE EXECUTED PRIOR TO FINAL LANDSCAPE INSPECTION

NOTES:

1. ALL MECHANICAL EQUIPMENT, DUMPSTER ENCLOSURES, AC UNITS, BACKFLOW PREVENTORS, ETC. SHALL BE SCREENED IN ADDITION TO THE MINIMUM LANDSCAPE REQUIREMENTS.
2. A BROWARD COUNTY TREE REMOVAL PERMIT IS REQUIRED TO REMOVE TREES IN COUNTY RIGHT-OF-WAY.

Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
TEL: 954.828.0958 EMAIL: hjohnson@aalandscape.com

Hugh Johnson Seal

Revision Dates

DRC LANDSCAPE SUBMITTAL

CITY VILLAGE / AMERA

9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

Sheet Description
LANDSCAPE NOTES AND DETAILS

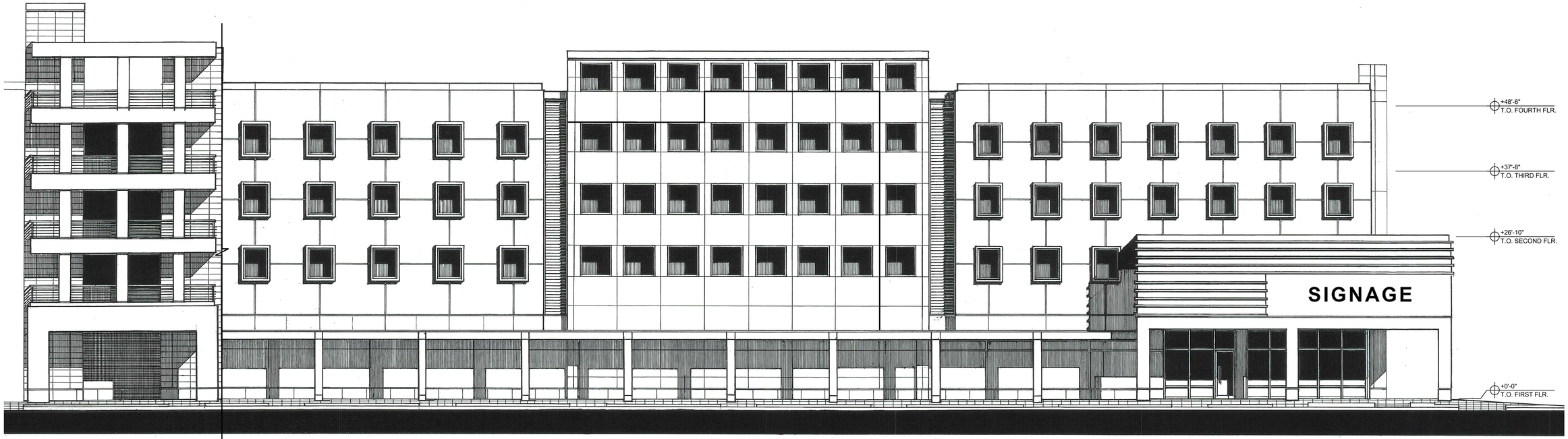
Release Date
12-22-2021

Project Number
2104

Printed
12/22/2021

Drawing Number
LP-9

Sheet 7 OF 9



SOUTH ELEVATION (EAST HALF)

SCALE: 1/8" = 1'-0"

0' 5' 10' 20' 40'

SOUTH ELEVATION (WEST HALF)

SCALE: 1/8" = 1'-0"

0' 5' 10' 20' 40'

Vander Ploeg and Associates , Inc.
architects and planners
400 south dixie highway, suite 220
boca raton, florida 33432
AR0008392
PH (561) 368-1403

CITY VILLAGE / AMERA

9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

project :

developed by : BARRON COMMERCIAL DEVELOPMENT/AMERA

comm. no. 17055.5
drawn
date 10 APR 2023
sheet no.
A-36

revision

To the best of the Architect's knowledge, the plans and specifications comply with the applicable minimum building codes.

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WEST ELEVATION

SCALE: 1/8" = 1'-0"

0' 5' 10' 20' 40'

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AR0008392
PH (561) 368-1403

project :
CITY VILLAGE / AMERA
9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

developed by : BARRON COMMERCIAL DEVELOPMENT/AMERA

comm. no. 17055.5
drawn
date 10 APR 2023
PRELIM. DRC
sheet no. A-37

revision

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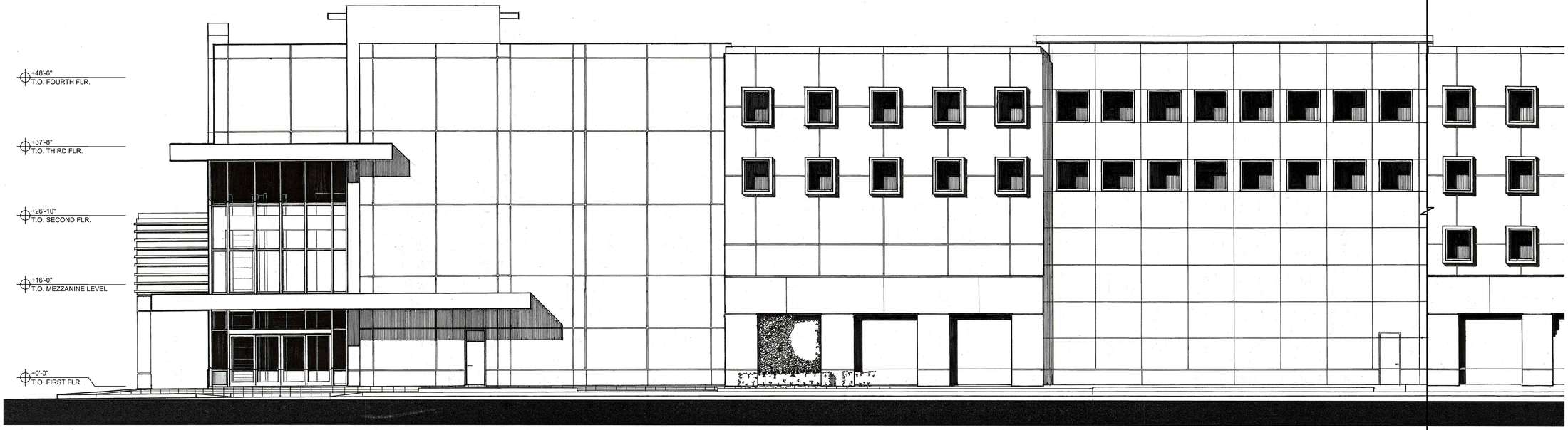
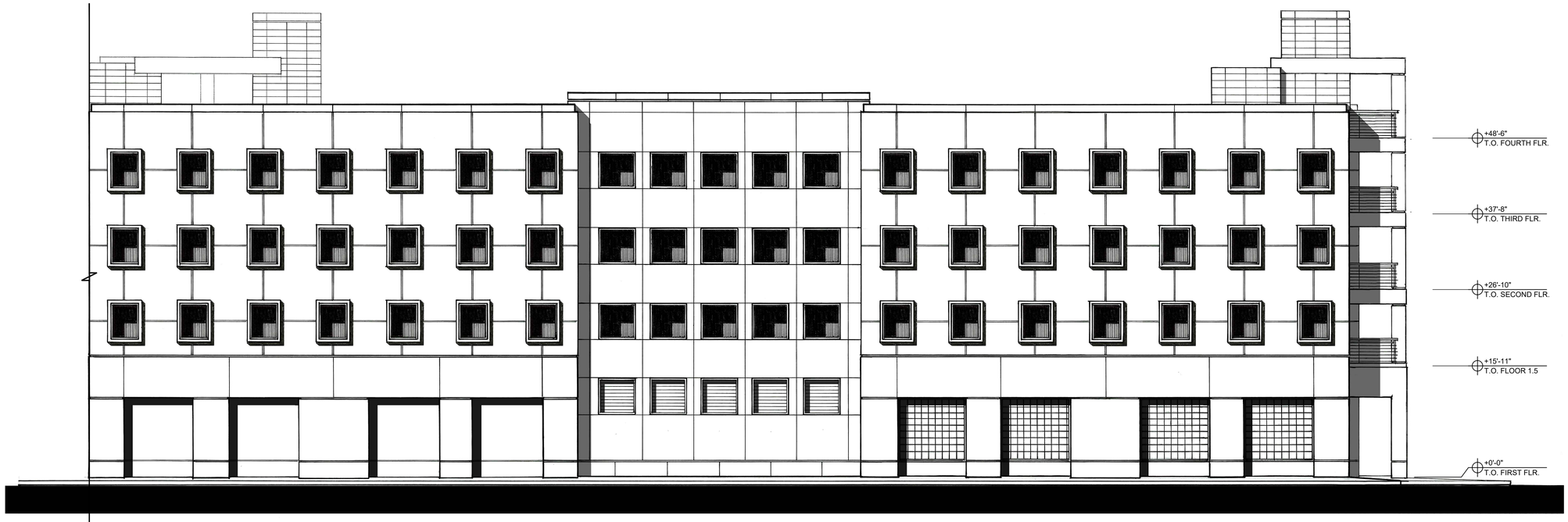


NORTH ELEVATION (EAST HALF)

SCALE: 1/8" = 1'-0"

0' 5' 10' 20' 40'



NORTH ELEVATION (WEST HALF)

SCALE: 1/8" = 1'-0"

0' 5' 10' 20' 40'

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CITY VILLAGE / AMERA

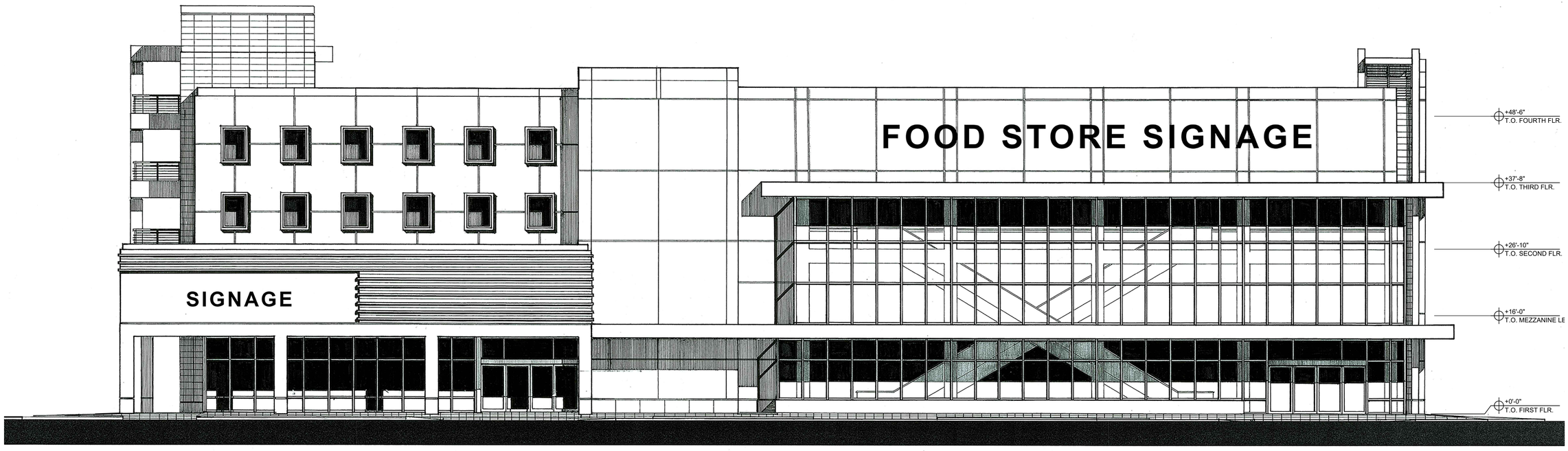
9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

project :

developed by : BARRON COMMERCIAL DEVELOPMENT/AMERA

comm. no. 17055.5
drawn
date 10 APR 2023
sheet no. A-38

revision



EAST ELEVATION

SCALE: 1/8" = 1'-0"

0' 5' 10' 20' 40'

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9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

project :

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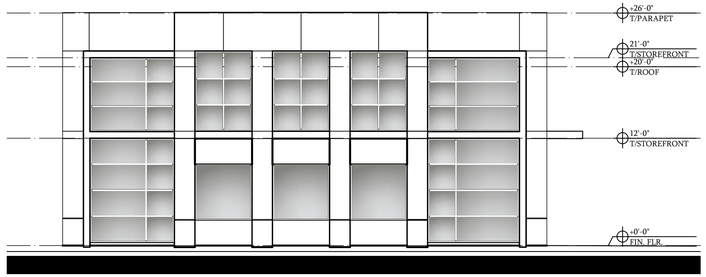
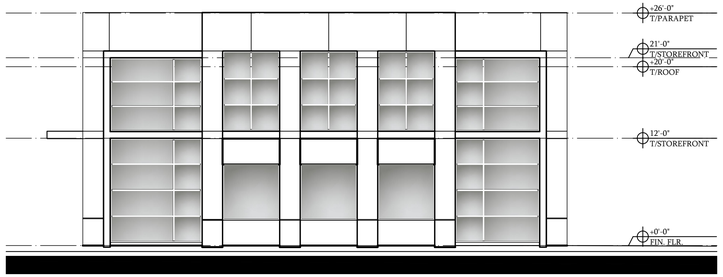


BUILDING 2 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

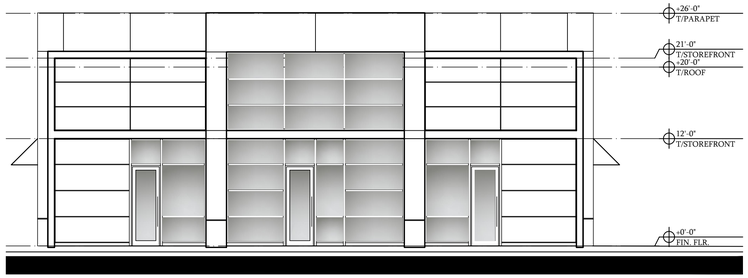


BUILDING 2 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

BUILDING 2 EAST ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING 2 WEST ELEVATION

SCALE: 1/8" = 1'-0"

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ELEVATION KEY NOTES

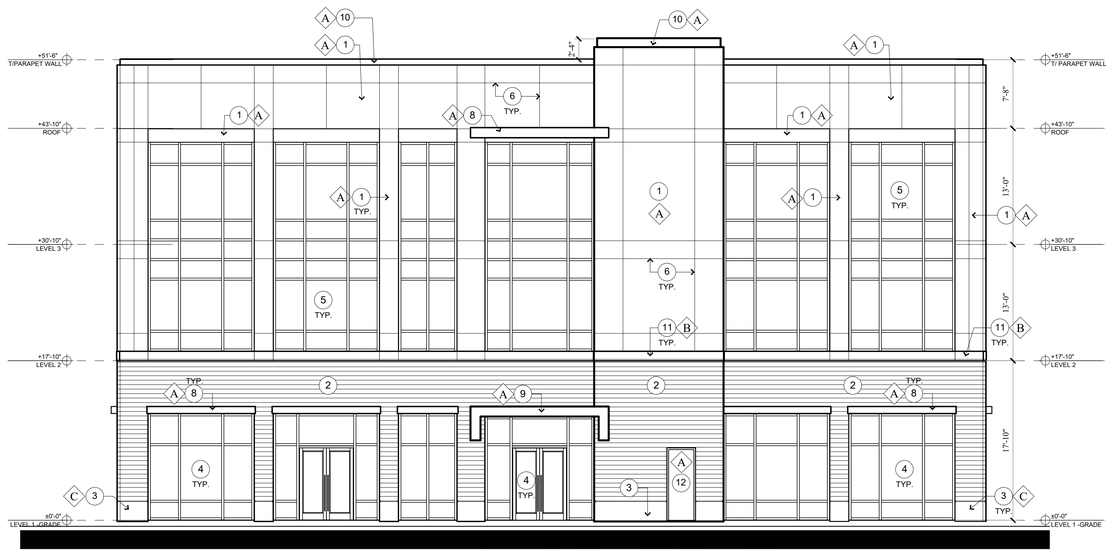
1	PAINTED SMOOTH STUCCO
2	BRICK VENEER: ENDICOTT THIN BRICK - LIGHT GREY BLEND SMOOTH THIN BRICK W/ AMERMIX "SHADY LANE" MORTAR JOINTS
3	PORCELAIN TILE BASE: URBATEK CERAMICS S.A. NATURE FINISH, CONCRETE, COLOR STARK BLACK
4	ALUMINUM and LAMINATED GLASS WINDOW or DOOR SYSTEM
5	ALUMINUM AND LAMINATED GLASS CURTAIN WALL SYSTEM
6	REGLETS (for STUCCO)
7	GLASS BLOCK INSERTS: 4- 4"x4" CLEAR GLASS BLOCKS PER 8"x8" OPENING
8	CONCRETE EYEBROW, SMOOTH STUCCO FINISH
9	PAINTED METAL, OPENING SURROUND SYSTEM
10	CONCRETE WALL CAP, PAINTED
11	HORIZONTAL BAND: SUNCOAST PRECAST CONCRETE, COLOR #190 W/ LIMESTONE FINISH
12	METAL DOOR - PAINTED
13	DECORATIVE LIGHT FIXTURE
14	METAL FRAME AND FABRIC AWNING

COLOR KEY

A	SHERWIN WILLIAMS SW 7551 GREEK VILLA 254-C1
B	COLOR #190
C	STARK BLACK

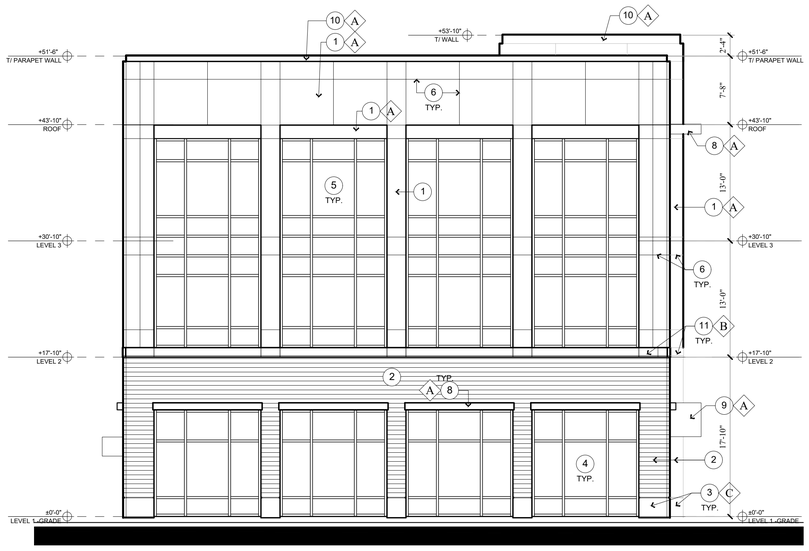
STOREFRONT / CURTAIN WALL NOTE:

- FIRST FLOOR: CLEAR ANODIZED ALUMINUM (SILVER) FRAMES/ DOORS WITH CLEAR GLASS
- 2ND & 3RD FLOORS: CLEAR ANODIZED ALUMINUM (SILVER) FRAMES / DOORS W/ CLEAR LOW E AND MEDIUM GRAY TINTED GLASS



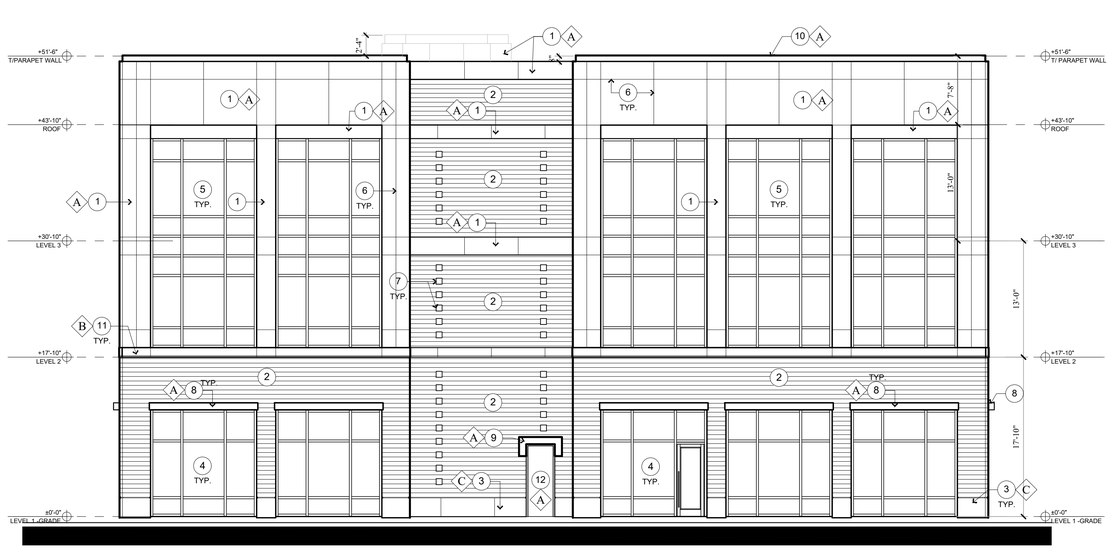
BUILDING 3 NORTH ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING 3 EAST ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING 3 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

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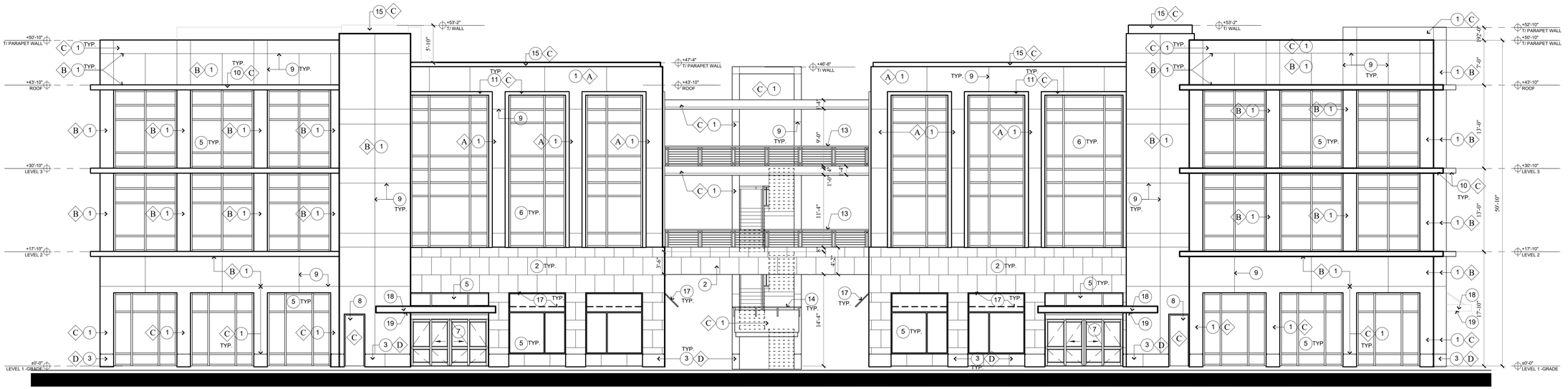

BUILDING 4 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

BUILDING 5 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

ELEVATION KEY NOTES

1	PAINTED SMOOTH STUCCO
2	PRE-CAST CONC. VENEER: SUNCOAST #_____ LIMESTONE FINISH
3	BUILDING BASE: URBATEK PORCELANOSA GRUPO BLACK PORCELAIN TILE, TOWN SERIES - TOWN BLACK
4	METAL ROOF: GLAVANIZED STEEL W/ FLUROPON CONTINUUM PAINT COLOR #38 AMAZONIAN
5	ALUMINUM and LAMINATED GLASS WINDOW or DOOR SYSTEM
6	ALUMINUM AND LAMINATED GLASS CURTAIN WALL SYSTEM
7	AUTOMATIC SLIDING DOORS
8	METAL DOOR, PAINTED
9	REGLETS (for STUCCO)
10	CONCRETE EYEBROW, SMOOTH STUCCO FINISH
11	OPENING SURROUND SYSTEM, POURED CONCRETE, SMOOTH STUCCO FINISH
12	SMOOTH TEXTURED PRECAST CONCRETE SHAPE
13	PAINTED ALUMINUM RAILING SYSTEM, BLACK FINISH
14	ALUMINUM GRIP BAR MOUNTED ON PRE-CAST CONCRETE PANELS
15	CONC. WALL CAP, PAINTED
16	DECORATIVE LIGHT FIXTURE
17	METAL FRAME AND FABRIC AWNING, T.B.D.
18	PAINTED METAL CANOPY SYSTEM WITH SUPPORTS, CLEAR ANODIZED ALUMINUM FINISH
19	PAINTED METAL CEILING SLAT SYSTEM

COLOR KEY

A	SHERWIN WILLIAMS SW 6178 CLARY SAGE 213-C3
B	SHERWIN WILLIAMS 6176 LIVEABLE GREEN 213-C1
C	SHERWIN WILLIAMS 7005 PURE WHITE 255-C-1
D	TOWN BLACK
E	#38 AMAZONIAN

NOTE:
1.SW SHERWIN WILLIAMS 2021 COLOR PALETTE / NOMANCLATURE.
2. ALL COLOR CHANGES OCCUR AT INSIDE CORNERS ONLY.
3. AWNING COLORS SHALL BE CONSISTENT AND COMPATIBLE..

STOREFRONT/ CURTAIN-WALL NOTE:

- FIRST FLOOR: BLACK (SATIN) ALUMINUM FRAMES/ DOORS W/ CLEAR GLASS
- 2ND AND 3RD FLOOR: BLACK (SATIN) ALUMINUM FRAMES/DOOR W/ CLEAR LOW "E" AND MEDIUM GRAY TINTED GLASS.

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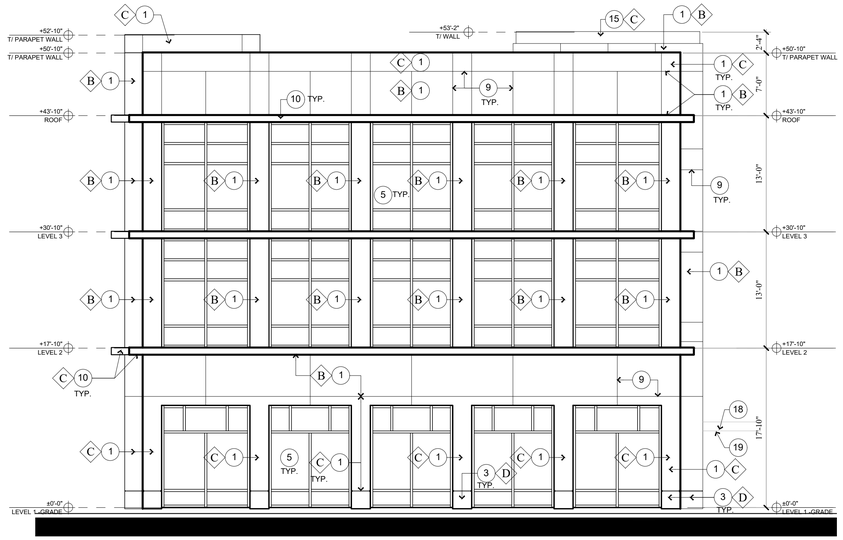
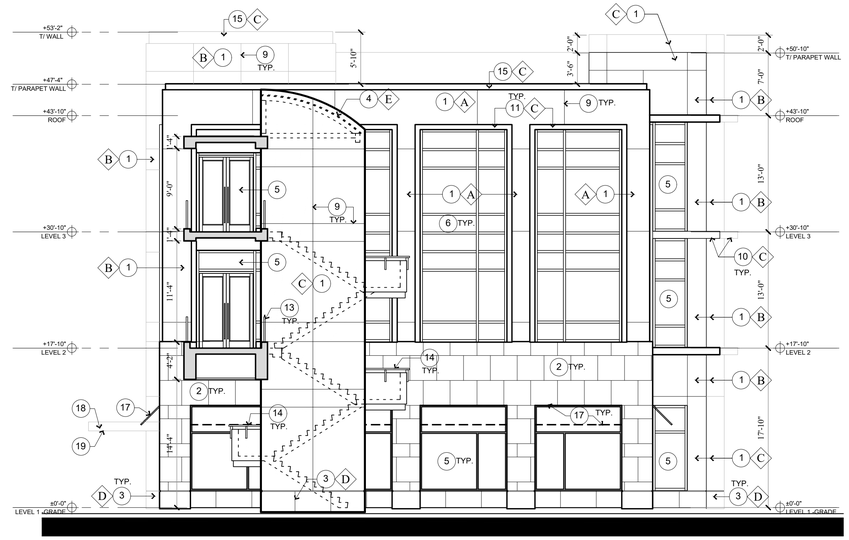


BUILDING 4 EAST ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING 4 WEST ELEVATION
BUILDING 5 EAST ELEVATION (SIM)

SCALE: 1/8" = 1'-0"

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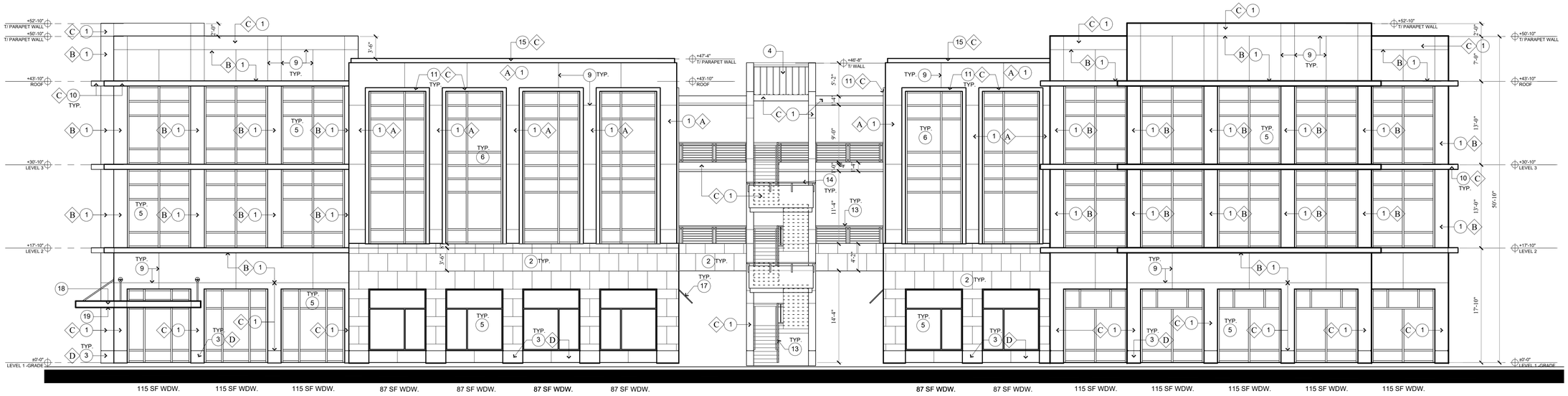


60% of 1569.3 SF (WALL AREA) = 941.6 WDW. AREA REQ'D. - PROVIDED = 693 SF or 44.2%

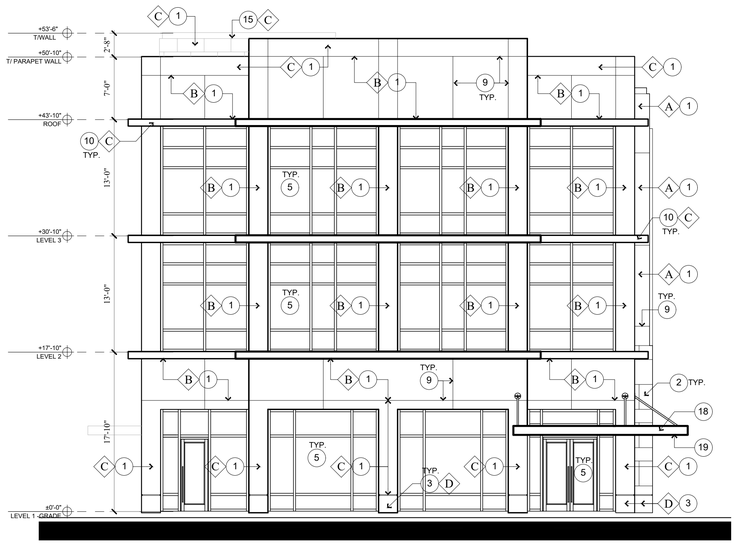
BUILDING 5 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

60% of 1569.3 SF (WALL AREA) = 941.6 WDW. AREA REQ'D. - PROVIDED = 749 SF or 47.7%

BUILDING 4 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING 5 WEST ELEVATION

SCALE: 1/8" = 1'-0"

ELEVATION KEY NOTES

1	PAINTED SMOOTH STUCCO
2	PRE-CAST CONC. VENEER: SUNCOAST #_____ LIMESTONE FINISH
3	BUILDING BASE: URBATEK PORCELANOSA GRUPO BLACK PORCELAIN TILE, TOWN SERIES - TOWN BLACK
4	METAL ROOF: GLAVANIZED STEEL W/ FLUROPON CONTINUUM PAINT COLOR #38 AMAZONIAN
5	ALUMINUM and LAMINATED GLASS WINDOW or DOOR SYSTEM
6	ALUMINUM AND LAMINATED GLASS CURTAIN WALL SYSTEM
7	AUTOMATIC SLIDING DOORS
8	METAL DOOR, PAINTED
9	REGLETS (for STUCCO)
10	CONCRETE EYEBROW, SMOOTH STUCCO FINISH
11	OPENING SURROUND SYSTEM, POURED CONCRETE, SMOOTH STUCCO FINISH
12	SMOOTH TEXTURED PRECAST CONCRETE SHAPE
13	PAINTED ALUMINUM RAILING SYSTEM, BLACK FINISH
14	ALUMINUM GRIP BAR MOUNTED ON PRE-CAST CONCRETE PANELS
15	CONC. WALL CAP, PAINTED
16	DECORATIVE LIGHT FIXTURE
17	METAL FRAME AND FABRIC AWNING, T.B.D.
18	PAINTED METAL CANOPY SYSTEM WITH SUPPORTS, CLEAR ANODIZED ALUMINUM FINISH
19	PAINTED METAL CEILING SLAT SYSTEM

COLOR KEY

A	SHERWIN WILLIAMS SW 6178 CLARY SAGE 213-C3
B	SHERWIN WILLIAMS 6176 LIVEABLE GREEN 213-C1
C	SHERWIN WILLIAMS 7005 PURE WHITE 255-C-1
D	TOWN BLACK
E	#38 AMAZONIAN

NOTE:
1.SW SHERWIN WILLIAMS 2021 COLOR PALETTE / NOMANCLATURE.
2. ALL COLOR CHANGES OCCUR AT INSIDE CORNERS ONLY.
3. AWNING COLORS SHALL BE CONSISTENT AND COMPATIBLE..

STOREFRONT/ CURTAIN-WALL NOTE:

- FIRST FLOOR: BLACK (SATIN) ALUMINUM FRAMES/ DOORS W/ CLEAR GLASS
- 2ND AND 3RD FLOOR: BLACK (SATIN) ALUMINUM FRAMES/DOOR W/ CLEAR LOW "E" AND MEDIUM GRAY TINTED GLASS.

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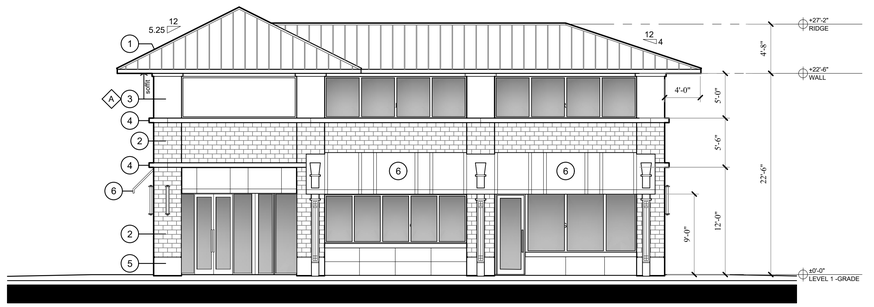
BUILDING 6 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING 6 EAST ELEVATION

SCALE: 1/8" = 1'-0"

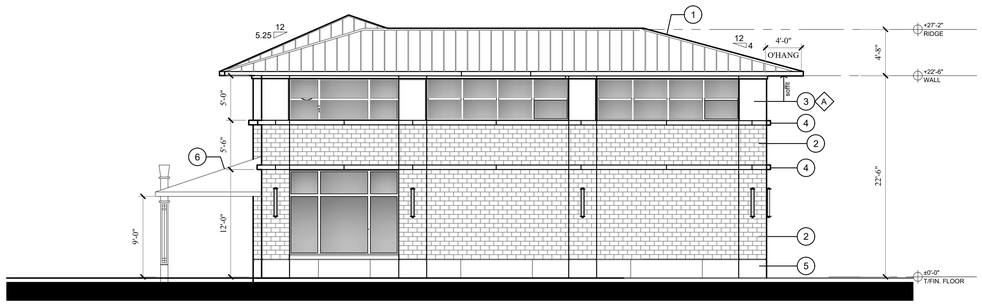
ELEVATION KEY NOTES

1. ROOF
2. THIN BRICK VENEER: ENDICOTT BRICK MEDIUM IRON SPOT #46 SMOOTH w/ AMERIMIX COLOR SHADY WINE MORTAR JOINTS
3. STUCCO - PAINTED
4. CAST STONE: SUNCOAST STONE w/ LIMESTONE FINISH COLOR - LIGHT GREY
5. TILE BASE: URBATEK POCELANOSA GRUPO BLACK PORCELAIN TILE - TOWN COSMOS w/ SCHLUTER TRIM
6. AWNING
7. WINDOW/DOOR SYSTEMS: SATIN BLACK ALUMINUM FRAMES w/ CLEAR GLASS except SECOND FLOOR SPANDREL to have GREY OBSCURE GLASS

COLOR KEY

A	SHERWIN WILLIAMS SW 7551 GREEK VILLA = 254-C1

NOTE:
1.SW SHERWIN WILLIAMS 2021 COLOR PALETTE / NOMANCLATURE.
2. ALL COLOR CHANGES OCCUR AT INSIDE CORNERS ONLY.
3. AWNING COLORS SHALL BE CONSISTENT AND COMPATIBLE..



BUILDING 6 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

BUILDING 6 WEST ELEVATION

SCALE: 1/8" = 1'-0"

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RETAIL BELOW APARTMENT 'A'

APARTMENT 'A' SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

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RETAIL BELOW APARTMENT 'A'

APARTMENT 'A' NORTH ELEVATION

SCALE: 1/8" = 1'-0"

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RETAIL BELOW APARTMENT 'A'

APARTMENT 'A' EAST ELEVATION

SCALE: 1/8" = 1'-0"

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APARTMENT 'B' SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

APARTMENT 'B' NORTH ELEVATION

SCALE: 3/32" = 1'-0"

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APARTMENT 'B' WEST ELEVATION

SCALE: 3/32" = 1'-0"

APARTMENT 'B' EAST ELEVATION

SCALE: 3/32" = 1'-0"

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APARTMENT 'C' SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

APARTMENT 'C' NORTH ELEVATION

SCALE: 3/32" = 1'-0"

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APARTMENT 'C' WEST ELEVATION

SCALE: 3/32" = 1'-0"

APARTMENT 'C' EAST ELEVATION

SCALE: 3/32" = 1'-0"

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APARTMENT 'D' SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

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APARTMENT 'D' WEST ELEVATION

SCALE: 3/32" = 1'-0"

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APARTMENT 'D' NORTH ELEVATION

SCALE: 1/8" = 1'-0"

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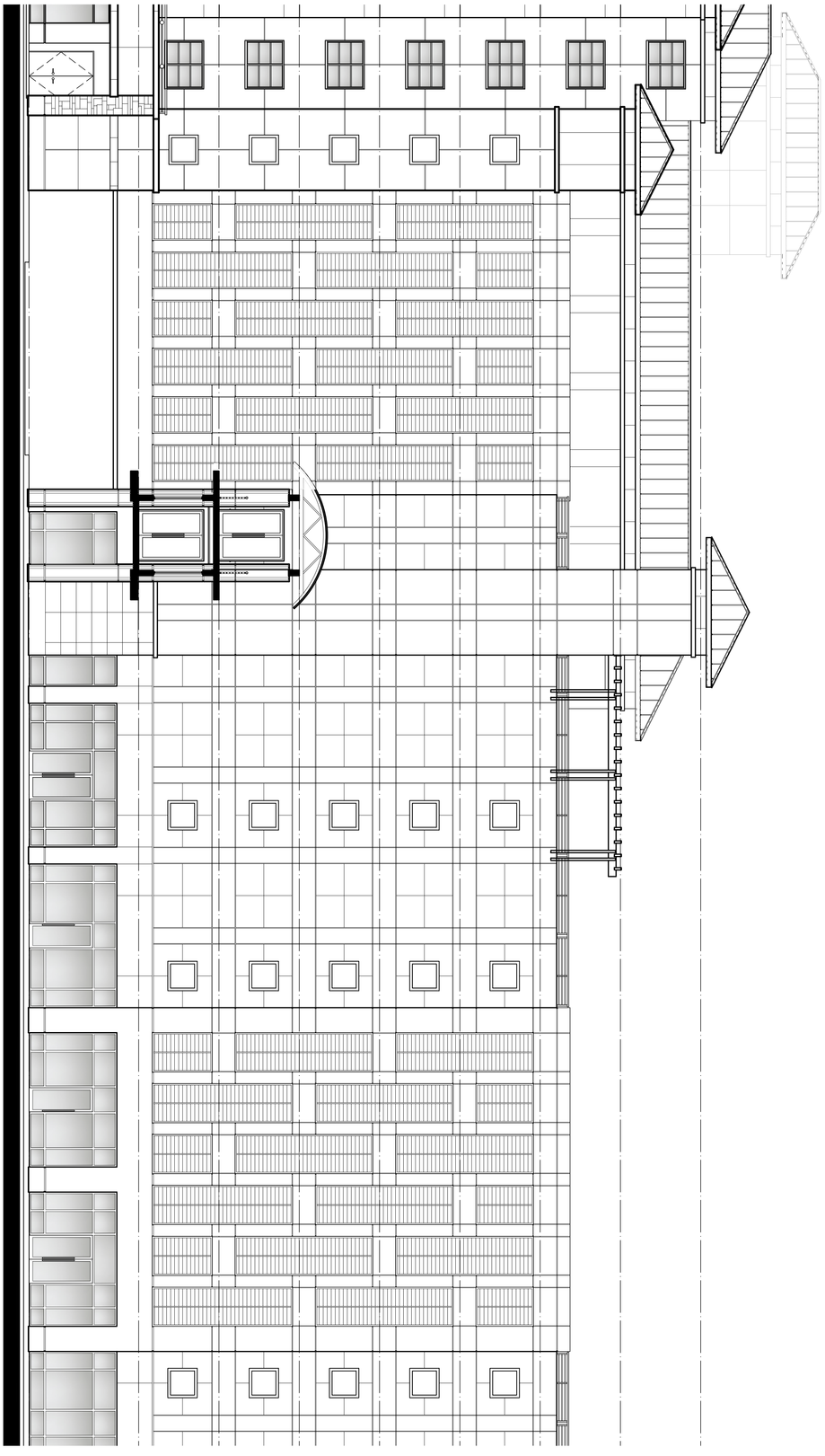

GARAGE 'B' PARTIAL SOUTH ELEV. (WEST)

SCALE: 1/8" = 1'-0"

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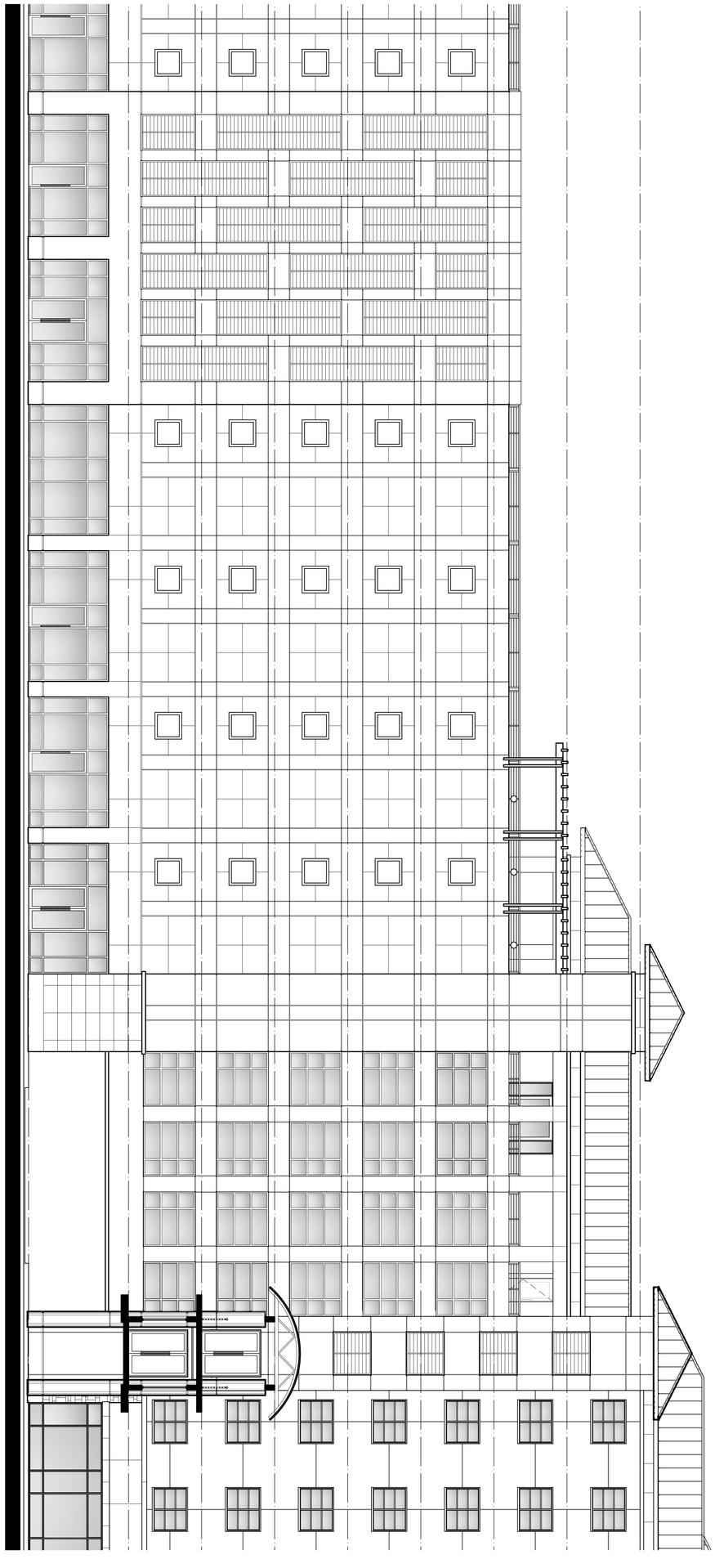

GARAGE 'B' PARTIAL SOUTH ELEV.
(EAST)

SCALE: 1/8" = 1'-0"

To the best of the Architect's knowledge, the plans and specifications comply to the applicable minimum building codes.

project : CITY VILLAGE / AMERA
9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

developed by : BARRON COMMERCIAL DEVELOPMENT/AMERA

Vander Ploeg and Associates , Inc.
architects and planners
400 south dixie highway, suite 220
boca raton, florida 33432
AR0008392
PH (561) 368-1403

comm. no. 170555.5
drawn
date 10 APR 2023
sheet no. A-56
revision

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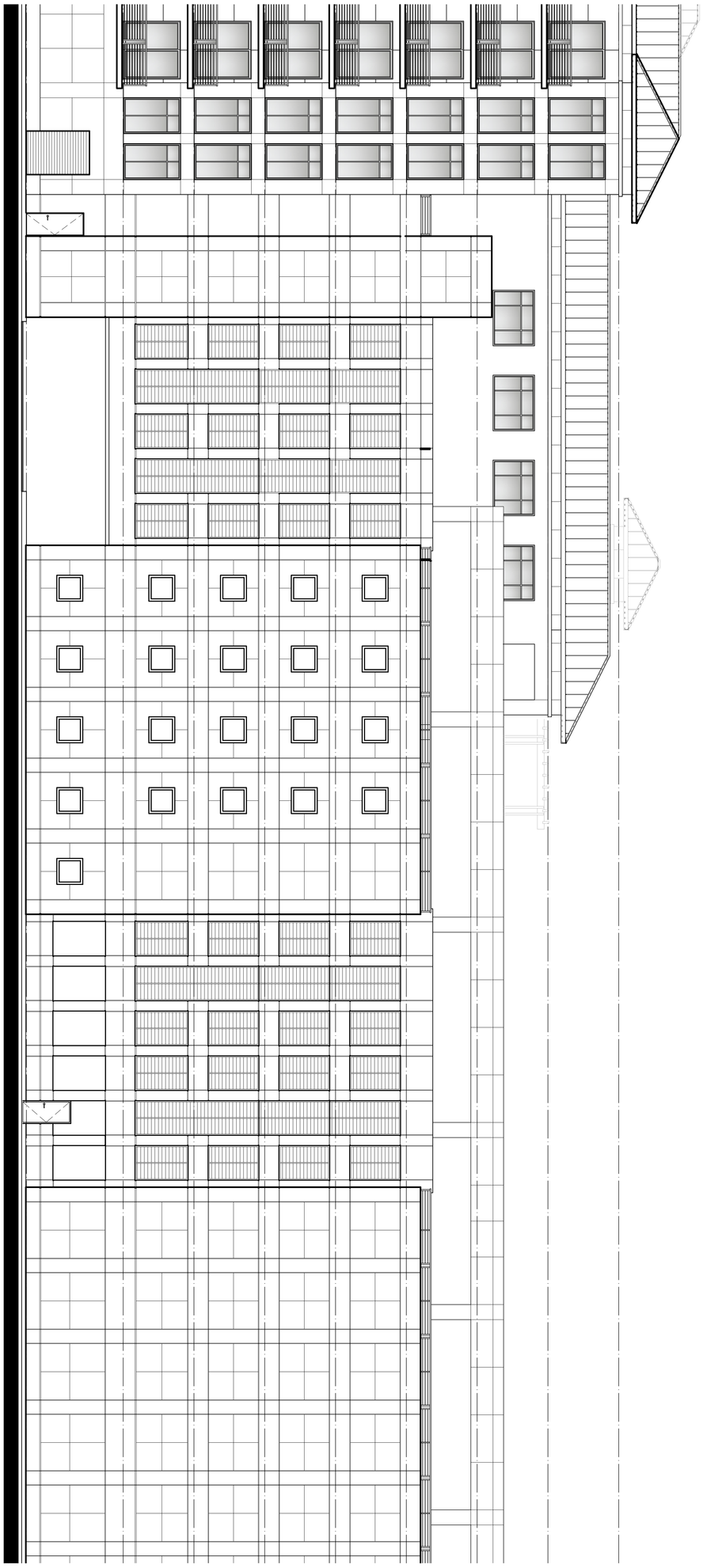

GARAGE 'B' PARTIAL NORTH ELEV.
(EAST)
SCALE: 1/8" = 1'-0"

To the best of the Architect's knowledge, the plans and specifications comply to the applicable minimum building codes.

revision

sheet no. A-57

drawn

date 10 APR 2023

comm. no. 170555.5

project : CITY VILLAGE / AMERA
9301 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA

developed by : BARRON COMMERCIAL DEVELOPMENT/AMERA

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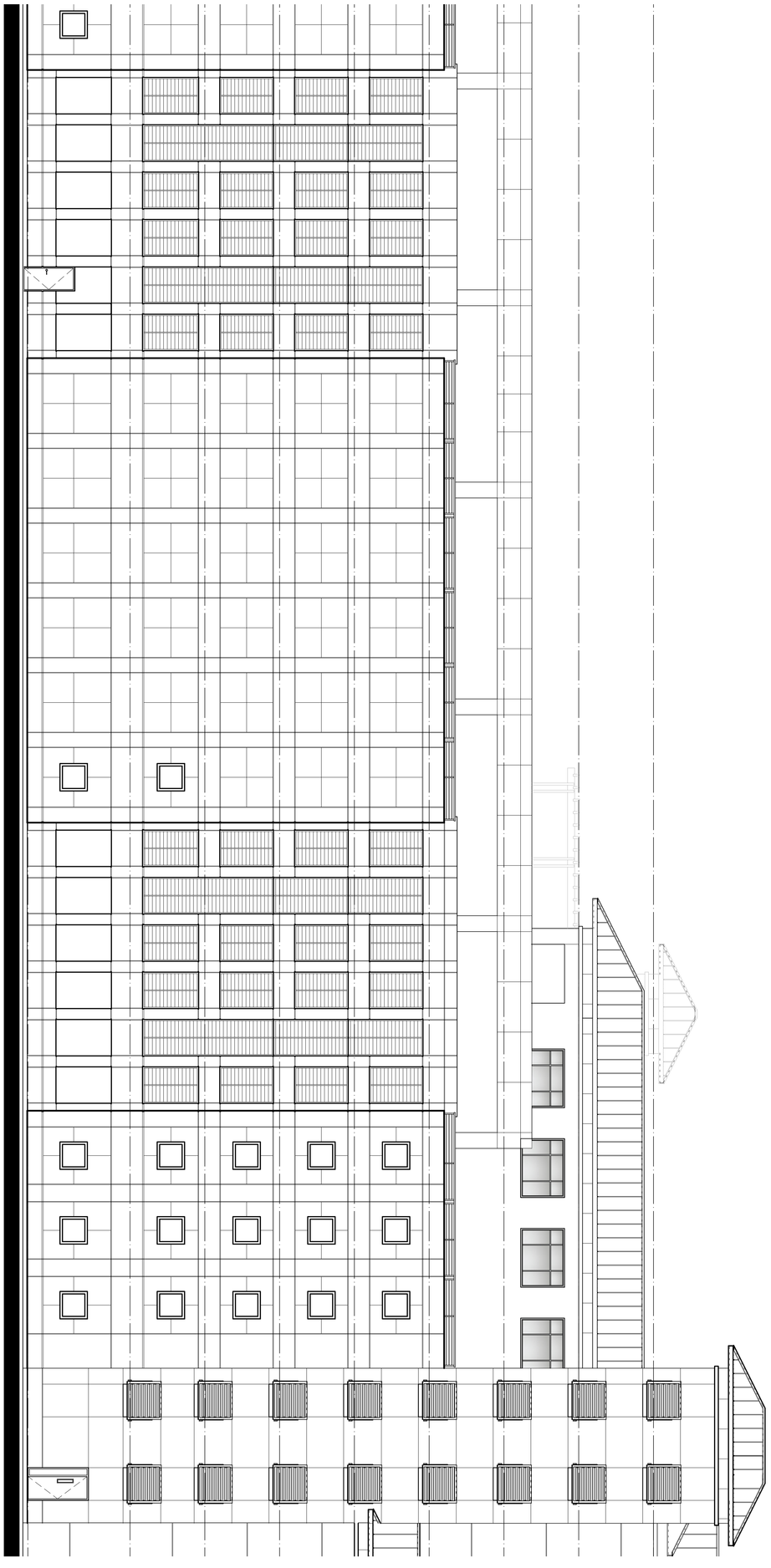


GARAGE 'B' PARTIAL NORTH ELEV.
(WEST)
SCALE: 1/8" = 1'-0"

To the best of the Architect's knowledge, the plans and specifications comply with the applicable minimum building codes.

project :	CITY VILLAGE / AMERA 9301 WEST SAMPLE ROAD CORAL SPRINGS, FLORIDA
developed by :	BARRON COMMERCIAL DEVELOPMENT/AMERA

Vander Ploeg and Associates , Inc.
architects and planners
400 south dixie highway, suite 220
boca raton, florida 33432
AR0008392
PH (561) 368-1403

comm. no.	170555.5
drawn	
date	10 APR 2023
sheet no.	A-58
revision	

TRAFTECH ENGINEERING, INC.

September 13, 2023

Ms. Jenna Lane – Planning Manager
Development Services Department
City of Coral Springs
9500 W. Sample Road
Coral Springs, Florida 33065

Re: City Village - Review of Updated Traffic Study dated February 2023

Dear Jenna:

Traf Tech Engineering, Inc. reviewed the updated Traffic Impact Analysis prepared by DC Engineers, Inc. (report signed and sealed on February 9, 2023) in connection with the proposed re-development (City Village) of the existing shopping center located at the northwest corner of West Sample Road and University Drive in the City of Coral Springs. The following is a summary of our findings:

New Proposed Development

The new site plan proposed the following land use/intensity changes from the previously approved site plan:

- Increase the residential units from 302 to 412.
- Increase the retail use from 91,155 square feet to 111,360 square feet[1].
- Increase the office use from 34,045 square feet to 37,393 square feet.
- Elimination of the medical office (41,840 square feet).

The proposed access includes one (1) full-access driveway on Brokenwoods Drive (west of University Drive), one (1) driveway on West Sample Road aligning with NW 94th Avenue (restricted to right-turns in/out and left-turns in), and one full access driveway on Coral Hills Drive.

Traffic Impacts

Traf Tech Engineering, Inc. concurs with the findings of the DC Engineers report that the traffic impacts created by the City Village development will not degrade the level of service of the surrounding roadways. However, the following safety conditions should be considered for the City Village mixed-use development:

[1] Includes restaurants and a grocery store.

- With the changes in land use intensity, additional storage dimension should be provided to the eastbound left-turn lane at West Sample Road and the project driveway/NW 94th Avenue. This can be accomplished by reducing the taper length.

- The applicant shall work with staff and the city's traffic consultant to minimize traffic impacts to Coral Hills Drive, including but not limited to eliminating the right-turn out of the project site onto Coral Hills Drive.

Please give me a call if you have any questions.

Sincerely,

TRAF TECH ENGINEERING, INC.

Joaquin E. Vargas, P.E.
Senior Transportation Engineer

Joe Cuschieri, P. E. , Ph. D
Acoustics and Vibration Consultant

Noise Control Services
2398 NW 38th Street
Boca Raton, Florida, 33431
TEL: 561 289 7091
FAX: 561 852 1784
Email: joe@cuschieri.us

September 15, 2023

Ms. Jenna Lane
Planning Manager
Development Services Dept.
City of Coral Springs,
9500 West Sample Road,
Coral Springs, FL 33065

Re: Proposed Grocery Store, 9301 West Sample Road, Coral Springs, Florida.

Dear Ms. Lane:

PARTNER Engineering and Science Inc. provided a response to the letter of July 20, 2023, regarding the recommended conditions for approval of the proposed Grocery Store and car parking area at Amera City Village, 9301 West Sample Road and 810 North University Drive, Coral Springs, Florida. Below is the review of the responses.

Recommended Condition:
- All mechanical equipment to support the heating, ventilation, HVAC, and refrigeration units must be fully enclosed with a mechanical mezzanine enclosure.

Response:
- PARTNER Engineering and Science Inc. also recommended this condition in the Community Sound Study of July 10, 2023.

Based on the response from PARTNER Engineering and Science Inc., this condition will be implemented.

Recommended Condition:
- Openings required for ventilation to the mechanical equipment must be covered with acoustic louvers and made facing south to be away from the residential areas.

Response:
- Partner Engineering and Science Inc., agrees with this comment and is aware of acoustic louvers and grills recommended by Vander Ploeg and Associates, Inc. (VPA). Partner will defer to VPA for resolution of this condition.

Based on the response from PARTNER Engineering and Science Inc. this condition will be implemented.

Recommended Condition:
- If ventilation units are required by the multi-story car park, the ventilation units should be installed on the south side of the building and facing south.

Response:
- Partner Engineering and Science Inc., agrees with this comment and will defer to VPA for resolution of this condition.

Based on the response from PARTNER Engineering and Science Inc., this condition will be implemented.

Recommended Condition:
- Compactors must only be operated during daytime hours.

Response:
- PARTNER Engineering and Science Inc. also recommended this condition in the Community Sound Study of July 10, 2023.
- Use of the compactors will be limited to daytime hours and two-minute duration per 3-cycle operation.

Based on the response from PARTNER Engineering and Science Inc., this condition will be implemented.

Recommended Condition:
- Truck deliveries should be limited to daytime hours and delivery trucks prohibited from idling along the north service road.

Response:
- PARTNER Engineering and Science Inc. also recommended this condition in the Community Sound Study of July 10, 2023.

Based on the response from PARTNER Engineering and Science Inc., this condition will be implemented.

Recommended Condition:
- Noise mitigation should be provided to mitigate the noise from the compactors along the north property line to be within the maximum permissible sound levels by the City of Coral Spring Noise Ordinance and the currently existing ambient sound levels.
- A report detailing the type of noise mitigation for the compactors with objective evidence for the estimated noise reduction should be submitted.

Response:
- The compactors will be partially below grade in a truck well and behind a wall with acoustic louvers and grills recommended by VPA.

- Sound level measurements of 61.1 dB at an operational similar Grocery Store were collected 145 feet away from the running compactor, with no truck well or wall separating the compactor from the readings.
- The decibel readings documented at the power unit are listed as 69 decibels (dB). Readings documented at 15 feet from the power unit are 59 dB, and at 25 feet from the power unit are 50 dB.
- According to the Master Site Plan drawn by VPA, the compactor pad is greater than 81 feet from the property line.
- The City of Coral Springs Ordinance No. 2003-112 Section 2 adopted December 2, 2003, Table 1 requires sound levels for commercial/businesses at the property line be no more than 60 dBA from 7:00 AM to 10:00 PM at the property line.
- Therefore, based on a 50 dB reading at 25 feet, Partner concludes that the sound level emitted at the proposed location of the compactor pad in relation to the property boundary of more than 80 feet, will not exceed the ordinance levels of 60 dBA at property line for commercial/business locations during daytime hours.

Based on the response from PARTNER Engineering and Science Inc., the compactor to be used at the proposed Grocery Store will have a sound level reading of 50 dBA at 25 feet. In the response letter of September 11, 2023, it is incorrectly stated that the maximum permissible L50 sound levels by the City of Coral Strings noise Ordinance at the property line is 60 dBA because the location of the proposed Grocery Store is zoned commercial. To be correct, the maximum permissible L50 sound level during daytime hours by the City of Coral Springs Noise Ordinance is 55 dBA and not 60 dBA since the receiving land use is residential. However, based on the measured sound levels of 50 dBA at 25 feet by the compactor manufacturer the compactor will be in compliance with the City of Coral Springs Noise Ordinance.

Taking into consideration the responses and sound levels data on the compactor provided by PARTNER Engineering and Science Inc., all the recommended conditions are already or will be part of the site plan. The proposed Grocery Store will be in compliance with the City of Coral Springs Noise Ordinance.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Joe Cuschieri, P.E. Ph.D.
Acoustical Consultant

Jenna Lane

Subject: FW: Direction Requested: An open letter to the P&Z

From: Edward Pozzuoli <xmasking@aol.com>
Sent: Tuesday, September 26, 2023 1:12 PM
To: Scott Brook <sbrook@coralsprings.gov>; Nancy Metayer Bowen <nmetayerbowen@coralsprings.gov>; Joshua Simmons <jsimmons@coralsprings.gov>; Joy Carter <joycarter@coralsprings.gov>; scerra@coralspring.gov
Subject: An open letter to the P&Z

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To our Honorable Mayor Scott Brook and the City Commissioners,

It was suggested that I forward my open letter to the P&Z Board regarding the 9/18 meeting. It concerns the old City Hall site and the significant variances requested. There is some identification (certainly not all) of future problems and several suggestions more in line with the City's vision. I also want to thank all for personally meeting with me over recent months. In as much as new information continually emerges, I would be glad to continue a conversation with any interested party. Thank you again for supporting the creation of a desirable destination City and home for all our residents.

Edward Pozzuoli

To all,

First, I want to thank all of you for your voluntary participation in overseeing the future of our City and for the time each of you personally spent with me. I also appreciate the Board allowing those who attended Monday's meeting to speak as it could have been canceled for procedural reasons. Lastly, I am grateful for the extended time allotted for me to ramble at that same meeting.

I realize that many have not seen the various revisions of the Amera plan over the last year, and these requested variances and the overall concept were only available several days before the meeting. I believe the delay until October 9th will be beneficial, giving all ample time to evaluate the overall impact of such an essential project on Coral Springs.

I want to see the project move forward, but I think it should be integrated with the overall vision proposed initially for our "Downtown." As I mentioned at the meeting, the land surrounding our City Hall (loosely known as Cornerstone) was originally to include the Bank of American building and the Post Office. This sizeable initial concept would have allowed an attractive and appropriate mixed usage with ample open spaces within its overall design. Unfortunately, for whatever reason, the southern parcels were removed, the residential density increased by more than 230%, and a substantial decrease in any inviting retail or entertainment destinations, not to mention the drastic reduction of "open spaces" that would have encouraged the desired pedestrian traffic resulted only in

defeating that purpose. Cornerstone has morphed into the fragmented independent piece currently under construction, a far cry from the City's preliminary vision for an interconnected "Downtown."

The Charter School relocation and its site will continue to be discussed. Eventually, the parcel will likely consist of primarily residential units and some minor retail. The old Publix property has been removed from the original CRA and will also seek to maximize residential construction. With these three corners detached from the City's desired "Downtown," only the NW corner remains to be guided by the City, the Commissioners, and the P&Z Board, and proper due diligence by all is all the more imperative, allowing discussion and recommendations to be more aligned with the "Downtown" concept. This will potentially avoid past miscalculations, which divided the overall vision into four unrelated and separate developments. This last piece is critical.

The original proposal presented for the City Village project showed 300 rental units, which was increased by nearly 40% to 412 as part of last week's submission. While I thought 300 units would have a significant negative impact on traffic and safety, certainly, the increased amount intensifies the numerous concerns. I do not know who will have the final say and how many units will be approved. Still, I have several suggestions that may address future unintended consequences, effectively make ingress/egress safer, and create a project in concert with a pedestrian-friendly downtown.

First, I would suggest all the residential (whatever the approved number) be located on the eastern edge along University Drive. This would esthetically be similar to Cornerstone to the south, and remove many of the requested severe setback variances. If a traffic light can be installed on University and Broken Woods Drive, it would safely and efficiently alleviate the congestion of any traffic heading north onto a primary street.

The pedestrian-friendly retail establishments can populate the western side of the property (along Coral Hills and Sample), creating a natural retail end-cap that would encourage users to continue west on Sample to shop at other local retail establishments within the planned CRA district. Again, it creates a more user-friendly area for foot-travelers, in line with the City's original plan.

The variance requested for a large box store should be analyzed independently to see if it's following the City's overall scope and objective. A 40k square foot store will only significantly increase vehicular traffic, discourage the desired pedestrian flow, and dramatically reduce the "open spaces." I realize this may impact the developer financially, but nothing was guaranteed (that I know of) when the property was initially purchased. Possibly, other compromises can be afforded to Amera on the many additional commercial properties they currently own.

I am not addressing the many individual long-term moral hazards (traffic, safety, schooling, crime, etc.) such a residential concentration at the center of our City will produce. I am trying to take a 30,000-foot view of the abstract concept with the only parcel still "open" for discussion. I understand that the four Commissioners and the Mayor will ultimately decide on its future, but they may not have the expertise. They must rely on the recommendations and suggestions of the City and your Board. While procedurally, all may be advancing within the guidelines, substantively, it has deviated from the original integrated plan. Just because one can build something doesn't mean they should, or that those reviewing the exceptions necessarily "rubber stamp" an approval.

The night of the meeting, the City printed and made available its thoughts on the specific requested variances. But they have been involved for quite some time, continually aware of the various iterations. The Commissioners and your Board have not been cognizant of many specifics or the continuous aggressive design changes, and a hasty approval (the proposed vote of that meeting) may have lasting detrimental effects. There are two additional words in the title of your Board,

“planning and zoning.” While the “zoning” changes were hurriedly provided, proper due diligence is a daunting task for any on the volunteer board to undertake with their other priorities of family and careers. As one of the residents noted at the meeting, overall planned zoning already exists, which should take precedence over these drastic variances. The other word of the Board is “planning,” and possibly, we should all pause to exercise judicious, sensible, and thoughtful suggestions that can rationally guide the Commissioners with the collective knowledge of the P&Z Board.

I realize there are only a small number of homes adjacent to City Village that will feel the immediate deleterious effects of massive eight-story concrete walls just several feet from their properties. Typically, in my past world of mortgage financing with developers, most variances to nearby residential properties were represented by the associated HOAs for the entirety of the community, with the support of their many residents. Our “HOA,” in this case, is the City and its supporting departments. While only a small portion of the neighboring residents have been vocal, please know that all the subdivisions north of Sample (Clusters, Hills, Lakes, Broken Woods, etc.) are basically unaware of these significant plans as there is no central HOA to educate and speak for them. We must rely on the oversight by the City.

I can only request that the wisdom of the City and your Board will take the necessary time to understand not only the current pragmatic non-unified approach, but also assimilate and incorporate the longer-term consequences that should promote the flourishing of our City rather than suffering the ills that other growing cities have succumbed to.

Thank you for taking the time to read, and as always, I can be reached at (954) 234-3496 or my email above; hopefully, further sensible discussion can be had to bring this project to fruition.

Respectfully,

Edward Pozzuoli

Jenna Lane

Subject: FW: City Village - CA

From: M M <gatormags12@yahoo.com>
Sent: Wednesday, August 30, 2023 5:25 PM
To: Julie Krolak <jkrolak@coralsprings.gov>
Cc: xmasking@aol.com; Frank Babinec <fbabinec@coralsprings.gov>; Catherine Givens <cgivens@coralsprings.gov>; Tina Jou <tjou@coralsprings.gov>
Subject: Re: City Village - CA

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I assumed there might be a formal process. You have confirmed there is not a formal process. As you know, I sent several emails and letters already, that addressed the negative impacts affecting our personal safety, life quality and property value. Please attach those communications.

Thank you,
Mark

Sent from my iPhone

> On Aug 30, 2023, at 8:14 AM, Julie Krolak <jkrolak@coralsprings.gov> wrote:
>
> Good morning Mark,
>
> If you would like to send us a letter or email with your concerns about the project, we can include it with our staff memo to the Board when it goes out. We would need it by 9/11 to be delivered with the packets that week. Otherwise, we will deliver to the Board at the meeting that night.
>
> You, of course, are also welcome to come to the P&Z Board & City Commission meetings to speak during the public hearings. On 9/18 the P&Z Board will forward a recommendation to the City Commission, who will be the final decision maker of the Conditional Use & Special Exceptions being requested.
>
> Please let me know if you have any other questions.

JULIE KROLAK
Director of Development Services
Code Compliance • Community Development

p: 954-344-1158 f: 954-344-1181
a: 9500 West Sample Road, Coral Springs, FL 33065
e: jkrolak@coralsprings.gov w: CoralSprings.gov

<image002.png> <image003.png> <image004.png> <image005.png>

From: M M <gatormags12@yahoo.com>
Sent: Tuesday, August 29, 2023 4:39 PM
To: Julie Krolak <jkrolak@coralsprings.gov>
Cc: xmasking@aol.com; Frank Babinec <fbabinec@coralsprings.gov>; Catherine Givens <cgivens@coralsprings.gov>; Tina Jou <tjou@coralsprings.gov>
Subject: Re: City Village - CA

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Julie,
I am writing to request direction regarding the steps required to submit an on record objection to the proposed exceptions negatively impacting the adjacent residents of the downtown project. Is there a petition, template form, or formal process that I can file with the city and/or zoning appeals board (or other organization) in advance of the looming, once again, plan modifications being proposed. Is the zoning appeals board the body that will be lining up to review and potentially approve the adverse building conditions being proposed by the developer? Please advise.

Thank you,
Mark Magli

Sent from my iPhone

On Aug 25, 2023, at 3:03 PM, Julie Krolak <jkrolak@coralsprings.gov> wrote:

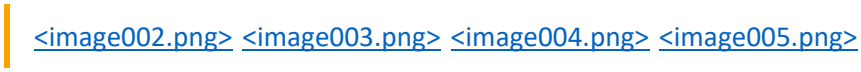
Conditional Use submittal documents attached.

Again, please let us know if you have any questions.

<image001.png>

JULIE KROLAK
Director of Development Services
Code Compliance • Community Development

p: 954-344-1158 f: 954-344-1181
a: 9500 West Sample Road, Coral Springs, FL 33065
e: jkrolak@coralsprings.gov w: CoralSprings.gov



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<CA23-0001 Traffic Study 2-9-23.pdf>
<CA23-0001 Conditional Use Petition.pdf>
<CA23-0001 Landscape Plan.pdf>
<CA23-0001 Letter of Intent.pdf>
<CA23-0001 Noise Study.pdf>
<CA23-0001 Site Plan.pdf>

March 7, 2023

Julie Krolak
Director of Development Services
Tina Jou
Assistant Director of Development Services
City of Coral Springs, Florida 33065

Dear Julie, and Tina:

Thank you for meeting with the three of us on Friday February 17, 2023. Allowing us to express our concerns with the proposed City Village project impacting our neighborhood. We do appreciate you providing us with the city's comments regarding this latest proposal.

While we do understand this is an incomplete proposal and not an approval of the final conception of the site plan, we have some concerns we should like to express.

Concerns and Objections to the City Village project:

City Village /Amera
9301 West Sample Road Coral Springs as per the Site Plan SP-1 dated January 11,2023.
Drawn By Vander Ploeg and Associate Architects and Planners
400 South Dixie Highway, suite 220 Boca Raton Florida 33432

a. The height of the buildings exceeds the allotted 4 story limitations.
b. The higher density that has been proposed for the project site.
c. The minimized set back considerations from the adjacent residential properties.
d. The lack of a significant barrier wall with a dense privacy landscaping inclusive of a berm abutting the residential properties.
e. The noise, congestion, and life safety concerns caused by the additional traffic and more adverse road conditions Sample Rd (SR 8934).
f. The noise, congestion, and life safety concerns caused by the additional traffic caused on Coral Hills Drive, a residential arterial /collector road.
g. The increased danger and adverse traffic impact at the intersection of Sample Road and Coral Hills Drive, an area already with a high incident of traffic accidents.
h. The adverse impact on existing sewer and water systems as well as the power grid service network.
i. The placement of an intrusive service road against property lines of the residential properties.

We are interested in being provided with any traffic studies completed by the developer for Sample Road, University Dr, and Coral Hills Drive for our review.
Also, we would like to be made aware of any D.O.T. comments for Sample and University.

We look forward to continued collaborations and any information sharing related to the developers next submittal, including but not limited to site plans, request for variance, and special exemptions for this project.

Please share the city's responses to the submittals and requests as well.

Your efforts to provide timely information and project transparency during this process are greatly appreciated.

Mark Magli
Ed Pozzuoli
Frank Zingale

Jenna Lane

Subject: FW: Fw: Planning and Zoning Board-NW Corner Project

From: M M <gatormags12@yahoo.com>
To: ian.schwartz@stiles.com <ian.schwartz@stiles.com>; doncampbell24@att.net <doncampbell24@att.net>; laurieanneminoff@gmail.com <laurieanneminoff@gmail.com>; alexmgdo@gmail.com <alexmgdo@gmail.com>;
Cc: jpbutler@coralsprings.gov <jpbutler@coralsprings.gov>
Sent: Monday, October 2, 2023 at 05:38:21 PM EDT
Subject: Planning and Zoning Board-NW Corner Project

October 2, 2023

Good afternoon Board Members,

My name is Mark Magli, I am a Coral Springs resident. I introduced myself at the last Planning and Zoning Meeting. I am forced to speak out against the new plan for construction at the NW corner, that is adjacent to my home.

As I said at the previous meeting on September 18, 2023, like you, I am a very involved member of the Coral Springs community. I believe and support our local government's duty to protect its citizens and its commitment to safeguard the best interests and values of our community. I also steadfastly believe in the laws, codes, and regulations that were collaboratively designed to ensure those protections.

If **you disregard the existing height and setback restrictions** and allow the apartment builders to do whatever they want, you are inherently and knowingly risking the safety of my family and many other residents in the area. It is an assault on my way of living and the future financial stability of my family… **The code requires a 250 FT setback plus an established buffer/barrier.** This newest site plan (there have been several) completely disregards the established city codes and well-being of its neighboring citizens. As a truly independent, professional, and objective regulatory body, those facts cannot be ignored.

If you make the choice to disregard the established codes in favor of the developer's profit, you are allowing them to jam several massive high rise apartments and a garage up against our properties and expand their privileges to build another unneeded grocery type retail store. How does that enhance our city? How is that consistent with the *general public's welfare or municipal intent?* Nobody in this city wants more apartments or another grocery store. The endorsement of switched strategies for profit on the southwest corner was a mistake. To that end, making a mistake is one thing, but continuing to perpetually allow developers to profit under the same set of fluid strategies and circumstances is done with intent.

When you review the details of this project, please consider the tremendous burden you will be placing on my family and the other residents if you go against the established codes. It is NOT FAIR OR JUST, to disregard the established governing codes and existing resident protections. In addition, please consider the massive traffic, noise, increased crime, and overall diminished wellbeing the giant high rise tenement buildings are going to impose on the Coral Springs residents, and especially those living right next door.

Conceitedly, the developer expects your approval to go against all the original lifestyle intensive planning and existing code requirements. As you know, the city's Development Services Department already opined that most of their special exception requests impacting the residents were improper and not at all reasonable.

My understanding is the Code requires:

- 4 story buildings must be setback at least 100 ft. from an adjacent residential property.
- Buildings more than 4 stories (two 8 story and a 6 story) must be **setback at least 250 ft. from an adjacent residential property.**

The developer seeks to have you allow a 24 hour-7 day a week 6-story noisy filthy garage encroach within 26 ft. of my protected residential property line. The developer also seeks to have you endorse two 8-story extremely invasive apartments at the eastern and western end of my protected residential property lines to within 38 ft. All existing residential privacy and safety will be destroyed.

Greed, and a failure by some to plan effectively, should not become a hugely overbearing burden to the adjacent residents. As I said at the meeting, this decision to allow expansion and oppressive positioning will inherently and knowingly risk the safety of my family and many other residents in the area. It is an assault on my way of living and the future financial stability of my family. It is inconsistent with the general public's welfare and creates a huge liability for the adjacent residents, for which I am one.

I trust you will act professionally, with empathy, and with the utmost of integrity in your duties with no impairments or undo political influences. Sometimes, it's not easy to do what is right. BUT what is Right, is Right! I have faith that you will uphold and implement the protections that the code sets forth for the residents in your care. I appreciate your time and consideration.

*Ms. Butler, please submit this communication with the agenda packet being reviewed on October 9, 2023.

Thank you,

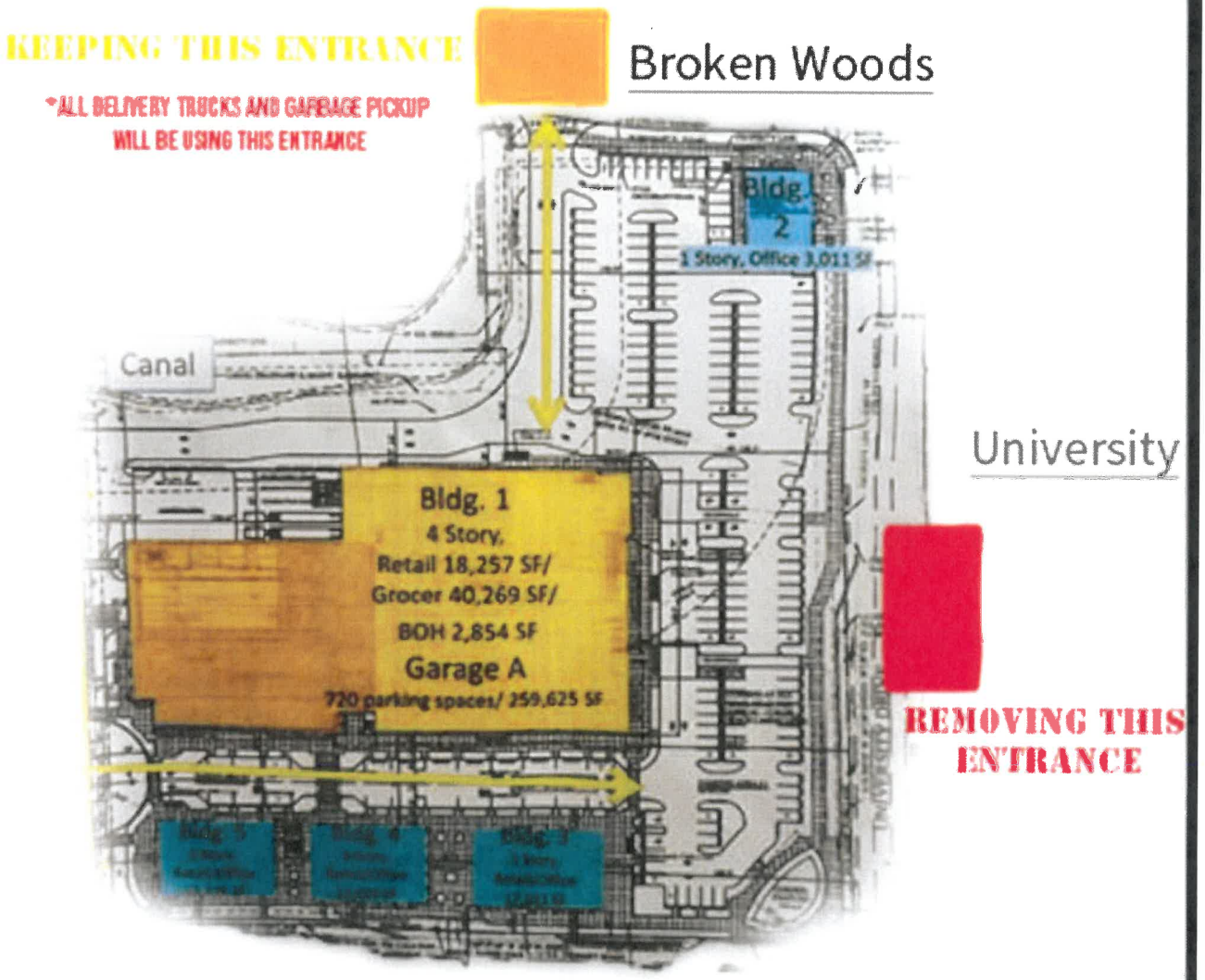
Mark Magli
Coral Springs Concerned Resident

Image: (8 story apts.-I'm standing at 26 feet)

STOP THE CITY FROM CLOSING THE ENTRANCE FROM UNIVERSITY INTO THE PLAZA!

THE CITY WANTS TO CLOSE OFF ONE OF THE ENTRANCES INTO THE PLAZA, & IN DOING SO FORCE TRUCKS AND TRAFFIC ATTEMPTING TO ENTER THE PLAZA, TO ENTER THROUGH BROKEN WOODS.

PLEASE SIGN THE PETITION BELOW SO WE CAN ATTEMPT TO PREVENT THIS FROM HAPPENING.



Sample

October 25, 2023

Dear Mayor and City Commissioners of Coral Springs,

We are presenting this petition on behalf of our community of Broken Woods Estates. We have 100% of the Broken Woods households that have signed this petition; and we are coming to you as one community to voice our concerns!

This is in response to the new Development proposed for the NW corner of Sample and University which is being developed by AMERA. Currently, they are proposing to close up the existing traffic opening into the shopping center that is off of University Drive (southbound) before Sample road. By doing so, they are bringing commercial trucks, and majority of traffic now into the Broken Woods Drive entrance, which is the entrance into our development. On this end of the development, just the 3 houses closest to the entrance, there are 22 kids alone who are directly in the path of the trucks and cars.

Our development has over 100 kids who are constantly playing in the streets and flying around on their bikes and scooters. At night we know to drive slowly to search out those who are walking or riding without any lights. It is perilous to think of the onslaught of heavy traffic the new proposed development will bring! Last minute shoppers rushing through our development to beat traffic, none of them aware.

This road was never meant to be used in the capacity being proposed. There are no sidewalks, no division on the road for two-way traffic, no traffic lights on either entrance from university. This is going to be a nightmare, and we are coming to you our city commissioners and leaders to figure out a way to keep our development safe for our families.

If you look at the proposed map, you can see that the heaviest traffic flow for Whole Food trucks, garbage trucks, delivery trucks, as well as cars parking in Garage A (renters, shoppers, workers, office visitors etc.) as well as Building 2 (medical offices) will be entering through Broken Woods entrance. This will amount to enormous traffic now on Broken Woods Drive which is a small road with no traffic light, no sidewalks, and is going to be a disaster. We are worried for the safety of our children and the value of our properties. Many of the owners in this development moved into this neighborhood since we were the secret gem of Coral Springs. Not many people know that there is a community of 50 homes when you pass by University Dr., since there are only condo buildings on University blocking us from view. The reason most of us moved here.

We are all for progress and new development, but we must find a solution that removes Broken Woods as the main entrance!! We have met with the developers, and they were gracious enough to come visit our community and saw first-hand the safety concerns. They seem open to working with the city to figure out a solution that prevents any traffic from coming into our neighborhood.

We need the city to work with us on a finding a solution that will keep our community and our kids safe. Let's not wait for a tragedy to happen before you decide that we were right, and that our small road that leads into our small community was not meant for trucks and traffic!!!

In our opinion, the right thing and only thing to do, is close the current entrance from Broken Woods (which from all entrances on the proposal is the one road that is not a real traffic road with no lights, or division for two-way traffic) and keep open the university entrance. There are multiple examples where this is seen working even with a turning lane onto Sample. Just look at Powerline (southbound) and Hillsborough Blvd. They have a turning lane that gives you entrance into Ross Plaza, entrance further down into a gas station, and still entrance right hand turn onto Hillsborough. This should work for us as well. The developers also propose a larger opening from sample and this entrance should be made large enough for all commercial traffic to enter and leave.

I am including some pictures taken in our neighborhood during a critical time of the day when our kids have just come home from school, and traffic is highest as rush hour has started. Now I ask you to imagine these kids, playing alongside the cars and trucks heading into Broken Woods to get out of the Whole Foods shopping plaza and avoid some of the traffic building up on University.

Please know that we are willing and available to meet with the city and the developers at any time to come up with solutions that work for us and our families. I ask that you keep us involved as you decide on these solutions since these are our families and our kids that we are worried about, and Broken Woods will be directly affected by these decisions.

Sincerley,
Rivkah Teitelbaum
Broken Woods Estates resident
954-464-6592

Petition To: City of Coral Springs

Printed Name	Address	Signature
Zalman Teitelbaum	9502 NW 38th St.	
Joshua Levy	9505 NW 38th St.	
Moshe Denburg	9503 NW 38th St	
Henny Barthel	9403 NW 38ST ST	
Mendy Dalfin	9402 NW 38th St	
Hadassa Dalfin	9402 NW 38th St	
Kathryn Rvech	9502 NW 37th Ct	
Tim Weyant	9504 NW 37th Ct	
Richard Masters	9503 NW 37TH Ct. 33065	
Malkie Jaworski	9405 NW 37 Ct	
Sema Sirota	9401 NW 37th Ct	
Lev Lustikman	9402 NW 37th Ct	
Tanya Zamir	9401 NW 37th Ct.	
Chaya Yavas	9406 NW 37th Ct	
[illegible] Weinberger	9500 NW 38th St	
Oded Koptchik	3608 Brokenwoods Dr.	
Gary Weitzel	9407 N.W. 36 Ct	
Yosef Broom	9406 NW 36 th court	
Sabrina Harari	9507 NW 38th St	

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Petition To:

Printed Name	Address	Signature
Akiva Shapiro	3715 Brokenwoods Dr	
Nigole Kearney	9405 NW 38 St.	
Vernon Donaldson	3750 Brokenwoods Dr	
TRUNG NGUYEN	9501 NW 37th	
Anthony Donati	3604 Brokenwoods Drive	
Kelly Hohn	9408 NW 38 St	
Bill Hohn	9408 NW 38th ST.	Bill Hohn
Moshe Misky	9406 NW 38th St	
Chaya Misky	9406 NW 38th St	
Seth Keizman	9508 NW 38 St	
Chaya Denburg	9503 NW 38th St	
D. Eizicovics	3502 Brokenwoods Drive	Deborah Eizicovics
Yosef Eizicovics	3502 Brokenwoods Dr	
Brittany Weisberg	3500 Brokenwoods Dr.	
JESSI LEVI	3501 Brokenwoods Dr	Jessi Levi
David Levi	3501 Brokenwoods Dr.	
Marian Barthar	9506 NW 38th St	
GREGORY BERTHA	9506 NW 38TH ST	
E Eizicovics	9506 NW 38th St.	

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Petition To:

Printed Name	Address	Signature
Rachel Levy	9505 NW 38th St	RG Levy
Susan Kirkpatrick	9407 NW 37th Ct C.S.	
Ora Janoud	9408 NW 37th Dr	
Wes Taylor	9403 NW 37th Ct	
Pesha Krsnak	9509 NW 38th St	
Moshe Rabin	9420 NW 39th CT	
E. Armfield	9405 NW 36 Ct	
Mary Servin	9401 NW 36 Ct	
Sara Havari	9668 NW 36th Pl	
Ray Hornsby	9404 NW 38th St.	
Angel Rivera	3602 Brokenwoods Dr	
Tim Rivera	3602 Brokenwoods Dr	
Bill Stone	3506 Brokenwoods	
Xiochitl Souliotis	9404 NW 36 Ct	
Nicola Souliotis	9404 NW 36 CT	
Nubia Redon	9402 NW 36 Ct.	
Linda Crompton	9405 NW 36 CT	
Wilfred Crompton	9405 NW 36 Ct.	
Scott Lombard	3600 Brokenwoods Dr	

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Petition To:

Printed Name	Address	Signature
ABRAHAM FRIEDMAN	9401 NW 38 DR CORAL SPRINGS FL 33065	
Chanie Friedman	9401 N.W. 38th St.	
Rosa Kleinman	9401 N.W. 38th St.	
Sholom Friedman	9401 N.W. 38th St.	
Zalman Friedman	9401 N.W. 38th St.	
Bernadette Pasconzo	3508 Brokenwood Dr	
Nieles A Vanegas	3508 BROKENWOOD	
Julio Pasconzuelo	3508 Brokenwoods dr.	
Rennie Rango	3504 Brokenwoods	
Myriam Suarez	3505 Brokenwoods Dr.	
Fernando Vega	3503 Brokenwoods Dr.	
TONY GANTT	9504 NW 38TH ST	

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COMMUNITY MEETING – CITY VILLAGE

PROJECT: City Village **MEETING DATE:** October 11, 2023

FACILITATOR: Sara Horwitz **LOCATION:** Chabad 3925 N University Dr.

NAME	ADDRESS	PHONE	EMAIL
Cynthia June	4701 NW 98th Way	954-826-6053	MinnieJune1@aol.com
Minnie June	4701 NW 98th Wa.	" " "	" " "
Gisele Rahael	2960 NW 107 Ave	954.753.9500	gisele@ameracap.com
Sara Harari	9668 NW 36th Pl	954.701.944[illegible]	sara.harari.cs@gmail.
ALBERT BRUTTON	2960 NW 107 AVE	954 512 4280	ALBERT.BRUTTON.OUTLOOK
Sara Horwitz	9400 NW 39 Ct.	9)650-6138	mrsh2007@gmail.co
Brad Horwitz	" "	9)650-6136	" "
Ed Pozzuoli	9602 NW 35 Ct.	9)2347496	XMASKING@AOL.
Joe Pozzuoli	1730 Vest Way	954 856 3495	Joe Poz2@Bellsouth.
Teresa K.	101 drive, C.S.	310-866-7772	
Kelly Hohn	9408 NW 38 St C.S.	954 554 7853	k-hohn@aol.com
Oded Kupchik	3607 Brokenwoods Dr.	(754) 777-8694	xodedkx@yahoo.com
Tammy LaPorta	8361 waterford Circle Tamarac	954 899 3052	tmmlprt@aol.com
Zalman Teichbaum	9502 NW 38 St. Boca Woods	954-856-3666 954-464-6592	teady77@hotmail.com
Holly Erskine	9401 NW 44 Pl CS 33065	954 294-7761	herskine@hostdepot.com
Betsy Goldstein	9604 NW 35th Ct.	973-819-5313	Betsy.Goldstein@yahoo.com
Sandra Lilienthal	9553 NW 42nd Ct.	954 703 3303	yladot18@gmail.com
Joshua Levy	9505 NW 58th St.	917 478-7354	josh_levy@hotmail.com
Menachem Hechtel	9663 NW 36th Pl	954 304 5556	mmhecht@gmail.com

COMMUNITY MEETING – CITY VILLAGE

PROJECT: City Village **MEETING DATE:** October 11, 2023

FACILITATOR: Sara Horwitz **LOCATION:** Chabad 3925 N University Dr.

NAME	ADDRESS	PHONE	EMAIL
Gerald Nuttall	9781 NW 47 St	954-873-8773	TATIFISH1@AOL.COM
Roni morale	3745 NW 98 AVE	954-993-5329	rgmora@aol.com
Jennifer Levi	9821 NW 37	9546499544	JLevi421@gma
Judy Butler	9500 W Sample Rd	954 344-1041	jbutler@coralsprings.gov
Mindy Dalkin	~~1968~~ 9402 NW 38th St	718-968-5974	
RIVKA DENBURG	9226 NW 44th ct	754-368-0062	denburgfam@yahoo.c
Margie Power	3571 NW 97th	9548298104	earthwoman@aol.com
Pesha Kirsner	9509 NW 38th St	954-993-3327	Sandrajoy120@yahoo.c
Jonathan Levi	4613 N. University	954.683.1977	Korb21@gmail.com
Rebecca Fagen	9401 NW 38 St	954-709-9540	FAGEN[illegible]@gmail.com
Brittany Weisberg	3500 Brokenwoods Dr.	9548739345	brittanyorlando@weisberg@gmail.com
Heidi Steel	9665 NW 36th St	7543687701	heidisteel@gmail.com
Egal Steel	"	9542340956	iggy770@gmail.com
Elena Jaluai	3851 NW 99 AV	(954)709-3360	ejaluai@gmail.com
Maria Calderon	8605 W. Sample Rd. 106	954 826 6210	mjosecb@hotmail.com
S. Sirota	9401 NW 37th ct	347 993 3607	
Y. Stein		954 303 4045	Steinj2017@FAU.edu

COMMUNITY MEETING – CITY VILLAGE

PROJECT: City Village **MEETING DATE:** October 11, 2023

FACILITATOR: Sara Horwitz **LOCATION:** Chabad 3925 N University Dr.

NAME	ADDRESS	PHONE	EMAIL
SHARON NEWMAN	9109 West Stapleton Colo. Springs	631-383-8741	Sharon.newman50@gmail.com

Jenna Lane

From: Julie Krolak
Sent: Tuesday, October 17, 2023 8:57 AM
To: Tina Jou; Jenna Lane
Subject: Fwd: Resident/Developer Meeting 10/11/23: Citizens concerns, comments & suggestions

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From: George Rahael <George@ameracorporation.com>
Sent: Sunday, October 15, 2023 3:18:12 PM
To: Julie Krolak <jkrolak@coralsprings.gov>; Catherine Givens <cgivens@coralsprings.gov>
Cc: Michael G. Rahael <Michael@ameracorporation.com>; Gisele Rahael <Gisele@ameracorporation.com>
Subject: Resident/Developer Meeting 10/11/23: Citizens concerns, comments & suggestions

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Dear Julie & Team:

As you know, we had the resident meeting on Wednesday 10/11/23. I saw where you asked for a summary of the meeting. We think it went as well as it could. Our team was there for almost 2 hours. We were grateful that long-time Coral Springs resident Sara Horowitz reached out to the community groups and the general public through her networks and social media. She also moderated so anyone who wanted to speak was able to do so. We listened and responded when appropriate. The format allowed for more conversations rather than limiting each speaker to only 3 minutes. By the end of the meeting, even if some of the residents still didn't like aspects of the project, they were at least more civil in how they interacted with us.

There were complaints about what has already been built in Downtown. We asked them to judge us (not by projects done by others but by the projects we've done: The Walk, Charter Place, Design Row).
We have another Community Resident Meeting setup for 7pm on Tuesday Oct. 17th (for people who work and could not come during the day on 10/11). We expect some of the same people will come back to that one as well.

Below is a list of some Resident Comments from the 10/11/2023 Meeting Hosted by the Chabad

1) One person requested / demanded no ingress or egress on Coral Hills drive because there are neighborhood children crossing Coral Hills Drive. (it wasn't enough that the City had already recommended no right turn on to Coral Hills Drive from the new project)

2) Another person stated that children are constantly on the street therefore so they requested the same for Broken Woods Drive (i.e. no ingress / egress on Broken Woods from the new project)

3) One person suggested the property should be developed for single family housing or at most townhouses.

4) One person said the buildings being built are monstrosities and are not what Coral Springs should be

5) A couple people preferred Condos vs Rentals

6) The Impact on schools was raised and seemed to hit an emotional cord with multiple residents

7) One resident said (and others seemed to agree) that they don't want Parkland residents coming to Coral Springs because of how they treated CS in the school redistricting dispute

8) The City "told" resident there would be be green spaces, open spaces, parks, and a movie theater

9) Bring "The Promenade" to Coral Springs

10) Buildings are too high

11) Too much traffic

12) Where and what time Whole Foods trucks will deliver

13) We have enough grocery stores in Coral Springs

14) Whole Foods can stay where they are now

15) Install a traffic gate on Coral Hills Drive into the neighborhood

16) one person voiced his preference for Flanigan's rather than J Alexanders

17) No chains, support local businesses such as Big Bear

18) Install a barrier wall similar to that at Costco

We will share further information coming out of this Tuesday's meeting .

Regards,
George Rahael

Best Regards
George Rahael
George@ameracorporation.com

_____
This email was scanned for Amera Corporation by Bitdefender

RESIDENTS WHO ATTENDED

10/17/2023 Meeting

Re: City Village

at Chabad Coral Springs

COMMUNITY MEETING – CITY VILLAGE

PROJECT:	City Village	**MEETING DATE:**	October 17, 2023, 7:30pm
FACILITATOR:	Sara Horwitz	**LOCATION:**	Chabad 3925 N University Dr.

NAME	ADDRESS	PHONE	EMAIL
Philomene Charles	8533 N.W. 51st PL Coral Springs, FL 33067	954-536-6110	Philojcharles@yahoo.com
Pearl Rockford	9600 N.W. 42nd St 33065	754-368-1050	prockford@bellsouth.net
Christine Brooks	3551 NW 97th Ter	954-753-6751	christinebrocks@gmail
Merry Gaety	3211 N.W. 120 Ave	954-298-1164	gsamom@aol.com
Margie Power	3521 NW 97th Terr	9548298104	earthwomn@aol.com
Simcha Goldstein & Wife	9604 NW 35 ct	973-723-4889	simcha.Goldstein@outlook.com
Sema Sirota	9401 NW 37th Ct	347 957 3607	
JON EVANS	9724 NW 36 MANOR	561-702-0085	EVANSJON@BELLSOUTH.NET
Sara Horari	9668 NW 36th Pl	954.701.9445	Sara.horari.cs@gmail
Yosef Y. Stein		954-303-4045	Stein2017@Gmail.com
Michael Bain	8993 NW 39th St.	304-691-0781	mlbain@hotmail.com
Oded Kuptchik	3605 Brokenwood Dr.	917-623-7143	xoded@yahoo.com
Moshe Rabin	9420 NW 39CT	9545203844	Chabadrabbi@att.net

NAME	ADDRESS	PHONE	EMAIL
Brittany Weisberg	3500 Brokenwoods Dr.	9548739345	brittanyorlandoweisberg@gmail.com
Robert Weisberg	3500 Brokenwoods Dr.	9548739345	
Simon Friedman	3851 NW 102ND	786 327 0520	
Nancy Metayer Bowen			Nbmetayerbowen@coralsprings.gov
Rebecca Edell	8919 NW 38 Dr.	954-804-3399	
Yehudith Girshberg	9621 NW 41st St	786797 75JJ	Yehudith.GeniChana@gmail.com
Yossi Rogatsky	9675 NW 39CT	718490 6061	Yossi@Rogatsky.com
Marc Servin	9401 NW 36 CT	~~203-~~747 4070	marcservin@gmail.com
Vernon Donaldson	3750 Brokenwoods Dr	954-409-9655	VFDonaldson@bma.1.com
Roni morale	3745 NW 98 AVE.	954-993-5329	ramora@AOL.com
Linda Kendall	3746 NW 98th Ave	954.415.4031	Flabeachlover@yahoo.com
Deborah Leah Eizicovits	3502 Brokenwoods	954-964-0397	DLeizico@gmail.com
DAVID LEVI	3501 BROKENWOODS	305-331-6903	DAVIDLEVI@GMAIL.com
Yaakov Steinberg	9500 NW 38th ST		

NAME	ADDRESS	PHONE	EMAIL
Jennifer Leri	9821 NW 37 St	954 649 9544	Jleri421@gmail.com
Julie Krolak	9500 Sample Rd	9-344-1158	Jkrolak@coralsprings.gov
Menachem Hecht	9663 NW 36th Pl	954 304 5556	mmhecht@gmail.com
Teresa Kaldor	101 Drive		
Gedaliah Lowenstein	9620 NW 41st St	267 979 2298	gedaliahL@gmail.com
JT Korb	4613 N Univ Dr #350	954.683.1977	Korb21@gmail.com
Lev Lustikman	9402 NW 37th CT	857-636-1415	LUSTIKMAN@gmail.com
Schneur Teitelbaum	9502 NW 38 St.	954-856-3666	Teedy77@hotmail.com
Emsley Lee Armfield	9403 NW 36 Ct.	954-695-5122	Emsley@Bellsouth.net
Pesha Kirsner	9509 NW 38th St	954-993-3327	sandrajoy120@yahoo.com
Rivkah Teitelbaum	9502 NW 38 St	954-464-6592	rebeccabdb@hotmail.com
Mendy Dalkin	9402 NW 38th St	918-968-5974	
Chaya Yaras	9406 NW 37th CT	954 867 4684	
Janette Del Angel	4139 NW 88th Ave	754-581-2512	delangelca@aol.com
Meyer Claypman	9[redacted]		
* Sara Horwitz	Moderator		
* Brad Horwitz			

RESIDENTS WHO

SIGNED UP TO SPEAK

10/17/2023 Meeting

Re: City Village

at Chabad Coral Springs

* SPEAKER *

10/17/23

NAME	ADDRESS ~~Neighborhood~~	PHONE	EMAIL
Sara Horwitz	The Hills		Moderator
~~Marc Sevin~~	~~Broken woods~~		
✓ Jonathan Korb	The Hills		
✓ Linda Kendall ?	Clusters		
✓ Vernon Donaldson	Brokenwoods Dr		
✓ Rivkah Teitelbaum	Brokenwoods		
✓ Robert and Brittany Weisberg	Brokenwoods		
✓ Schneur Teitelbaum	Brokenwoods		
✓ Pesha Kirzner	Brokenwoods		
✓ Devora Eizicovics	Brokenwoods		
✓ Jennifer Lerner	Coral Springs Lakes		
✓ Janette Del Angel	Ramblewood		
✓ Emsley Armfield III	Brokenwoods		
✓ Margie Power	The Clusters		
✓ Meyer Clapman	The Hills		
✓ Moshe Rabin	The Hills		
Julie Krolak	City of Coral Springs		

Jenna Lane

From: Julie Krolak
Sent: Thursday, October 19, 2023 12:08 PM
To: Jenna Lane; Tina Jou
Subject: FW: Resident/Developer Meeting 10/17/23: Citizens concerns, comments & suggestions

---

From: George Rahael <George@ameracorporation.com>
Sent: Thursday, October 19, 2023 12:02 PM
To: Julie Krolak <jkrolak@coralsprings.gov>; Catherine Givens <cgivens@coralsprings.gov>
Cc: Michael G. Rahael <Michael@ameracorporation.com>; Gisele Rahael <Gisele@ameracorporation.com>
Subject: Resident/Developer Meeting 10/17/23: Citizens concerns, comments & suggestions

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Dear Julie & Team:

As you know, we held another resident meeting on Tuesday 10/17/23 at the Chabad.
There were approximately 40 people in attendance. Below is a list of some Resident Comments.

1) Preference for tall trees (instead of a wall) as a buffer on the northern boundary of the project (wherever possible)

2) Pleased to hear that Developer will agree to "No Right Turn onto Coral Hills Drive" from the project

3) Like it if "Lofts" could be considered for the rentals along Coral Hills Drive because that would mean fewer people

3) Push the main pedestrian drive to the northern boundary of the project

4) Asked about the noise from delivery trucks during the night (glad to hear that deliveries will be limited to during the day)

5) One person suggested Traffic Calming bumps for Broken Woods Drive prior to entering the residential neighborhood

6) Another person said Traffic Calming bumps would not help Broken Woods Drive

7) Suggested that there be no entrance/exit to the neighborhood via Broken Woods Drive (turn it into a cul-de-sac)

8) One suggestion is to eliminate the entrance to City Village from Broken Woods Drive and instead create an opening on University Drive to City Village

9) Concerns about people "cutting through" from 38th Street to Broken Woods Drive

10) Don't want a left turn from project onto Coral Hills Drive

11) Question: Who is going to live in the rental units in City Village?
Question: What can residents expect regarding how this project will affect property values?

12) Want a traffic light at Broken Woods

13) Want a traffic light at 38th Street & University Drive

14) Find a way to close off Broken Woods Drive to the neighborhood

15) Want to see the traffic lights "change" more frequently. The light on Coral Hills Drive to get onto Sample Road doesn't change often enough.

As you know, we are planning another meeting with residents to be held on Wednesday, October 25th at City Hall at 6 p.m. We will share a summary of that meeting as well.

Regards,

George

This email was scanned for Amera Corporation by Bitdefender

AMERA

October 19, 2023

Re: City Village Project (re-development of NW Corner of Sample Rd & University Dr.)

Dear Neighbors & Residents,

Amera has plans to re-develop the 12.8+ acres at the northwest corner of Sample Road and University Drive into a mixed use project called City Village. The plans for City Village include a new Whole Foods, retail shops, restaurants and approximately 412 residential units. This project will feature vibrant, open-air gathering spaces for our community.

We recently appeared before the Planning & Zoning Board to request approvals for some special exceptions and will go before the City Commission on Wednesday, November 1, 2023.

In recent weeks, we have met with some Coral Springs residents to hear their input, answer questions and to share our vision for City Village. We want to extend an invitation to the below meeting to any resident who has not yet had an opportunity to meet with us. All residents interested in sharing their thoughts and learning more about the project are welcome to attend.

Who:	Residents of Coral Springs
What:	Community Meeting with the City Village Developer (Amera)
When:	October 25, 2023, 6:15pm-7:45pm
Where:	City Hall Sawgrass Room 9500 W. Sample Road Coral Springs, Florida 33065

We hope you will join the conversation! If you are unable to attend and would like an opportunity to be heard, please reach out to us at 954-753-9500 or via email at info@ameracorporation.com. Feel free to share this information with your neighbors.

Thank you,

Gisele Rahael

Gisele Rahael
Amera Corporation

Summary Sheet

Agenda Item: 4.

Meeting Date: November 1, 2023

Subject:

Conditional Use Petition, Chick-fil-A (CA23-0004) (Julie Krolak)

Requested Action: Request to hold quasi-judicial hearing and public hearing to approve petition of Nicole Cianchetti, on behalf of CFNA-NC Townridge Square, LLC and Carol Ann Revere Living Trust, seeking Conditional Use approval in accordance with Land Development Code Section 250568(5) to permit improvements for the expansion of the drive-through of an existing fast-food restaurant (Chick-fil-A) within the Community Business (B-2) and Low Medium Density Multiple-Family (RM-15) zoning districts, located at 1331-1341 University Drive, east of University Drive and south of NW 14th Street, legally described as a portion of Parcel L and Lots 1-3, Block W, Ramblewood South; and authorize the City Attorney's Office to draft an order approving CA23-0004 and adopt said order. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (CA23-0004) (REQUEST TO HOLD PUBLIC HEARING AND QUASI-JUDICIAL HEARING, APPROVE, AUTHORIZE, AND ADOPT)

Funding Source: Not Applicable

Placement: Public Hearings/Special Meeting Announcements

Attachments: Summary Sheet
#1 - Petition and Backup
#2 - Site Map
#3 - Aerial
#4 - Site Plan Landscape Plan and Color Elevations
#5 - Traffic Review Memo
#6 - Noise Letter Chic-fil-A 2023
#7 - Letter of Support for Chickfila

Presenting: Julie Krolak

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: November 1, 2023
Department: Development Services/
Community Development
Initiated By: Julie Krolak
DOC ID:1754

SUBJECT: Conditional Use Petition (CA23-0004) Chick-fil-A

PLACEMENT: Public Hearing

REQUESTED ACTION: Request to hold quasi-judicial hearing and public hearing to approve petition of Nicole Cianchetti, on behalf of CFNA-NC Townridge Square, LLC and Carol Ann Revere Living Trust, seeking Conditional Use approval in accordance with Land Development Code Section 250568(5) to permit improvements for the expansion of the drive-through of an existing fast-food restaurant (Chick-fil-A) within the Community Business (B-2) and Low Medium Density Multiple-Family (RM-15) zoning districts, located at 1331-1341 University Drive, east of University Drive and south of NW 14th Street, legally described as a portion of Parcel L and Lots 1-3, Block W, Ramblewood South; and authorize the City Attorney's Office to draft an order approving CA23-0004 and adopt said order. Funding Source: Not applicable. (CA23-0004) (REQUEST TO HOLD PUBLIC HEARING AND QUASI-JUDICIAL HEARING, APPROVE, AUTHORIZE, AND ADOPT) Strategic Goal: A Family-Friendly Community.

LOCATION: 1331-1341 University Drive, generally located east of University Drive south of NW 14th Street (See Location Map)

PRIOR ACTION:

10/09/2023 Board voted (5-0) to forward a favorable recommendation, with conditions, of CA23-0004 and SE23-0006 relative to the expansion of Chick-fil-A and drive-through improvements.

01/03/2006 Commission approved Conditional Use Petition Q3-CA-05 and Plat Waiver Q5-PW-05 for a Chick-fil-A to be constructed at 1331-1341 University Drive.

STAFF RECOMMENDATION: THAT THE CITY COMMISSION:

1. **HOLD A QUASI-JUDICIAL HEARING AND PUBLIC HEARING AND APPROVE CA23-0004 IN ACCORDANCE WITH LAND DEVELOPMENT CODE SECTION 250568(5) TO PERMIT IMPROVEMENTS FOR THE EXPANSION OF THE DRIVE-THROUGH OF AN EXISTING FAST-FOOD RESTAURANT (CHICK-FIL-A):**
   - **A. PETITIONER SHALL INSTALL A MINIMUM SIX-FOOT HIGH PRIVACY WALL ALONG THE EAST SIDE OF THE PROPERTY LINE OF LOTS 1, 2, AND 3. DENSE LANDSCAPING SHALL BE INSTALLED ON BOTH SIDES OF THE WALL AT STAGGARING HEIGHTS TO BREAK THE DIRECT LINE OF SITE AS APPROVED BY CITY AROBORIST;**
   - **B. LARGER TREES SHALL BE INSTALLED ON SITE AT A HEIGHT BETWEEN 14-16 FEET TO COINCIDE WITH EXISTING DEVELOPMENTS NEARBY;**
   - **C. PETITIONER SHALL SUBMIT AND RECORD A UNITY OF CONTROL FOR THE COMBINATION OF LOTS 1-3 AND THE PORTION OF PARCEL L TO BE ONE DEVELOPABLE SITE PRIOR TO OBTAINING SITE PLAN APPROVAL;**
   - **D. ANY PLATTING ACTIONS REQUIRED BY THE CITY SHALL BE COMPLETED AND APPROVED PRIOR TO ISSUANCE OF ANY BUILDING PERMITS;**
   - **E. ANY EASEMENTS REQUIRED TO BE DEDICATED OR VACATED SHALL BE APPROVED BY CITY COMMISSION PRIOR TO ISSUANCE OF ANY BUILDING PERMIT;**
   - **F. PROJECT SHALL BE SUBSTANTIALLY DEVELOPED ACCORDING TO THE SITE PLAN AND CONDITIONS DESCRIBED IN THIS MEMORANDUM;**
   - **G. UPON SUBSTANTIAL COMPLETION, THE CONDITIONAL USE SHALL RUN WITH THE LAND AND BE TRANSFERRABLE FROM ONE OWNER TO ANOTHER;**
   - **H. PETITIONER SHALL MAKE A GOOD FAITH EFFORT TO REACH OUT TO THE ADJACENT NEIGHBOR TO DETERMINE IF ADDITIONAL CONSIDERATION CAN BE MADE TO THE WALL AND LANDSCAPING; AND**

2. **AUTHORIZE THE CITY ATTORNEY'S OFFICE TO DRAFT AN ORDER APPROVING CA23-0004 AND ADOPT SAID ORDER.**

42 property owners have been notified.

Attachments:
#1 – Petition CA23-0004 with backup
#2 – Site Map
#3 – Aerial Map
#4 – Proposed Site Plan, Landscape Plan, and Color Elevations
#5 – Letter from City's Traffic Consultant, Traf Tech Engineering, Inc.
#6 – Letter from City's Noise Consultant, Noise Control Services, Inc.
#7 – Letter from the City of Coral Springs Economic Development Office

Subject: Chick-fil-A Conditional Use (CA23-0004)

SUBJECT: PETITION OF NICOLE CIANCHETTI ON BEHALF OF CFNA-NC TOWNRIDGE SQUARE, LLC AND CAROL ANNE REVERE LIVING TRUST SEEKING CONDITIONAL USE APPROVAL RELATIVE TO LAND DEVELOPMENT CODE SECTION 250568(5) TO PERMIT IMPROVEMENTS FOR THE EXPANSION OF THE DRIVE-THROUGH OF AN EXISTING FAST-FOOD RESTAURANT (CHICK-FIL-A) WITHIN THE COMMUNITY BUSINESS (B-2) AND LOW MEDIUM DENSITY MULTIPLE-FAMILY (RM-15) ZONING DISTRICTS, LOCATED AT 1331-1341 UNIVERSITY DRIVE, EAST OF N UNIVERSITY DRIVE AND SOUTH OF NW 14TH STREET, LEGALLY DESCRIBED AS A PORTION OF PARCEL L AND LOTS 1-3, BLOCK W, RAMBLEWOOD SOUTH.

GENERAL INFORMATION:

PETITIONER:	Nicole Cianchetti on behalf of CFNA-NC Townridge Square, LLC and Carol Anne Revere Living Trust
LOCATION:	1331-1341 University Drive, east of University Drive and south of NW 14th Street
LEGAL DESCRIPTION:	Parcel L and Lots 1-3, Block W, Ramblewood South
ACREAGE:	2.91 acres
LAND USE:	Commercial and Residential Medium
ZONING:	Community Business (B-2) and Low Medium Density Multiple-Family (RM-15)

ADJACENT ZONING/LAND USES:

North: Mobile gas station and NW 14th Street/Shadow Wood Boulevard (70’ right-of-way), zoned Community Business and Low Medium Density Multiple-Family (RM-15)
South: Coral Springs Improvement District Canal L-106 (100’ right-of-way), then Ramblewood Square commercial plaza, zoned General Business (B-3)
East: NW 94th Way (60’ right-of-way), and multifamily residences, zoned Low Medium Multiple-Family (RM-15)
West: University Drive (120’ right-of-way), then Coral Rock commercial plaza, zoned Community Business (B-2)

BACKGROUND / DESCRIPTION

Nicole Cianchetti (“Petitioner”), on behalf of the property owners CFNA-NC Townridge Square, LLC and Carol Anne Revere Living Trust, is proposing improvements to the existing fast-food restaurant (Chick-fil-A), including expansion of the drive-through from one lane to two lanes and increased parking.

While the building is situated on the 1.43 acre lot fronting University Drive, there is additional business-related parking is located on the lots in the rear across the vacated alley, adjacent to the multifamily residences to the east. The overall development proposes to increase the existing 4,625 square foot restaurant by approximately 232 square feet, in addition to

reconfiguring the drive-through and parking behind the building. The existing building includes Chick-fil-A and a bridal shop with shared parking throughout the site. There is also cross-access between the site and the Mobile gas station to the north.

Currently, the restaurant's configuration requires customers entering the drive-through from University Drive or the Mobile gas station to circulate from the front of the building through existing parking in a counter-clockwise movement along the south of the building. As a result, stacking overflows on University Drive, which impedes traffic during peak hours. The proposed improvements are anticipated to not only eliminate stacking on University Drive, but provide overall better circulation throughout the site. Vehicles will enter from the existing access on University Drive and head directly east, enter into either two of the new drive-through lanes and circulate in a clockwise motion.

Currently, the site has 73 parking spaces to accommodate both uses of the site. The proposed improvements will provide a total of 116 parking spaces, with the additional parking primarily on Lots 2 and 3. Since the area proposed for the parking lot is currently densely vegetated with invasive exotics, the Petitioner is proposing to clear the area and provide substantial landscaping with a retention pond on Lot 1, the northernmost section of the site.

On January 3, 2006, Chick-fil-A received Conditional Use approval (Case No. Q3-CA-05) to permit the fast-food restaurant Chick-fil-A to be constructed within the B-2 district. The approval included a drive-through with one lane. Since modifications to the site are proposed, a new Conditional Use approval is required.

It is important to note the expansion to the drive-through also requires Special Exception approval. Special Exception Petition SE23-0006 is being reviewed concurrently with the Conditional Use petition, which is subject to Planning and Zoning Board review and City Commission approval.

ANALYSIS

Land Development Code (LDC) Section 250568(5) requires Conditional Use approval for fast food restaurants in the Business Community (B-2) Zoning District and are subject to the following conditions:

a. The Petitioner shall submit a noise study by an acoustical consultant which demonstrates that the noise generated to receiving land uses is within acceptable levels established by the noise ordinance. The noise study will be reviewed by the City, or the City's designee, and the cost shall be paid by the Petitioner.
b. A traffic study shall be submitted by a registered, professional engineer which identifies the impact of the project on the external roadway system as well as internal traffic circulation patterns, parking configurations and turning movements. The traffic study will be reviewed by the City, or the City's designee, and the cost shall be paid by the Petitioner.

The traffic and noise studies have been reviewed by the City's consultants, as shown in the attached memorandums. The traffic review concluded the proposed improvements will not degrade the level of service of the surrounding roadways. Further, the City's traffic consultant found the improvements superior to the current conditions of the site, relative to the queuing and

stacking. The proposed queuing lanes are considered desirable and provide more queuing capacity for the site.

The City's noise consultant recommends a continuous wall and dense landscaping be provided along the entire length of the east lot line, adjacent to the existing multifamily residences. The recommendation provided by the noise consultant is included as a condition of approval on page 1 of the memorandum.

CRITERIA FOR CONDITIONAL USE APPROVAL

According to LDC Section 250153, an application for conditional use approval may be granted if the City Commission makes a finding that the following requirements, including all LDC requirements, have been met:

1. **That the use does not negatively impact adjacent residential areas or other existing proposed uses.**

   Since the use is existing, the expanded operations are not expected to produce negative impacts to the adjacent residential areas. While the drive-through and additional parking are proposed to the east of the existing restaurant, the conditions provided on page one related to landscape buffers and a continuous wall will mitigate noise impacts. The City's noise consultant reviewed the proposed drive-through operations and found it complies with the City's noise requirements.

2. **The use furthers the goals, objectives and policies of the Comprehensive Plan.**

   The use is allowed with Conditional Use approval in the Community Business (B-2) Zoning District subject to conditions, and may further the following goals, objectives and policies of Goal 3.0.0 of the Comprehensive Plan, if in compliance with other LDC requirements.

   Goal 3.0.0: To provide a full range of convenient and accessible commercial areas and facilities sufficient to serve City residents and business owners.

   Objective 3.1.0: The City shall direct future commercial development and redevelopment activities to appropriate areas as depicted on the Future Land Use Plan Map. The location, intensity and character of commercial development shall be regulated by zoning consistent with the following policies relating to location, function, and character.

   Policy 3.1.1: The City shall maintain land development regulations regarding commercial land uses that shall have the following characteristics:

   1. Be located and designed to provide convenient and safe access to the population served.
   2. Be provided in appropriate quantity and type to serve the range of needs of the population served.
   3. Be compatible in scale and intensity with neighboring land uses. Enhances the proximity of living and working environments.

4. Be designed in a manner that to the maximum extent preserves the environmental setting and maintains environmental quality.
5. Be located in such a manner as to avoid proliferation of strip commercial development.
6. Be designed in a manner that mitigates impacts between commercial and residential land uses through the use of appropriate setbacks, buffering, etc.
7. Be able to provide for appropriate locations for mixed use.

Policy 3.1.1 states the commercial uses should be designed in a manner which provides a convenient and safe access to the population served, in addition to being compatible with the scale and proximity of neighboring land uses. Since the use is existing and obtained Conditional Use approval almost ten years ago, the modifications proposed to the site are anticipated to provide safer access throughout the site, while maintaining compatibility with the surrounding area. Since its development in 2006, Chick-fil-A has grown in popularity and has increased drive-through operations which has resulted in vehicles stacking on University Drive. The proposed operations are intended to be more efficient than what exists today.

The proposed redevelopment of the site associated with the existing fast-food use demonstrates compatibility with the goals, objectives and policies of the Comprehensive Plan.

3. The use satisfies buffering requirements.

Landscaping will be incorporated along the perimeter of the property with the installation of shrubs and large trees ranging in height between 14-16 feet to enhance the property and provide the necessary screening and buffering to the adjacent residential properties. The Petitioner is working with Staff to ensure satisfactory landscaping is provided within and surrounding the site and to meet the condition provided by the City Arborist and noise consultant.

CONCLUSION

Based on the above analysis, Staff finds the Conditional Use petition satisfies the criteria in Section 250153 of the LDC, subject to conditions. Staff recommends the Planning and Zoning Board forward a recommendation with the conditions listed on page 1 to the City Commission relative to CA23-0004.

INTERVENING ACTION FROM THE OCTOBER 9, 2023 PLANNING & ZONING BOARD MEETING

During the Planning and Zoning Board meeting, a resident expressed concerns with the development of the parking area and loss of trees on the east lots adjacent to her family home. She requested the Petitioner consider shifting the proposed wall west away from the residential property to allow for additional landscaping.

The Planning and Zoning Board voted (5-0) to forward a favorable recommendation to the City Commission of CA23-0004 subject to conditions on page 1. The Board added a condition for the

Subject: Chick-fil-A Conditional Use (CA23-0004)

Petitioner to contact the adjacent neighbor to determine if additional consideration can be made to the request to move the wall to the west.

Due to the retention area necessary to accommodate stormwater drainage, the wall cannot be shifted further west. However, the Petitioner worked with the City Arborist to provide additional trees and landscaping with varying heights on both sides of the wall. The site and landscape plans have been updated to demonstrate the wall along the full length of the property line and additional landscaping to address Conditions A and H.

Community Development
9500 West Sample Road | Coral Springs, FL 33065
coralsprings.gov/communitydevelopment
Phone: (954) 344-1160 | Fax: (954) 344-1181
Monday-Thursday 8:00 am-5:30 pm | Friday 8:00 am-3:00 pm

Hover form fields for instructions.

Conditional Use Approval (CA) Petition

Petitioner Information

Name	Phone	Petitioner's relationship to property
Nikki Cianchetti	4077010961	Authorized Agent to Owner

Street address: 1117 E Robinson Street

City: Orlando State: Florida ZIP Code: 32801

Email: ncianchetti@cphcorp.com

Property Owner Information (if different from petitioner)

Name	Phone
Carol Ann Revere Trust / Chick-fil-A, Inc	4042951023

Street address: 5200 Buffington Road,

City: Atlanta State: Georgia ZIP Code: 30349

Email: jacob.smith@cfacorp.com

Property Information

Legal description	Current zoning
See attached	B2

Requested conditional use	Code section citation
Fast Food with Drive-thru	Code Section 250568(5)

According to Section 250153 of the Coral Springs Land Development Code, a CONDITIONAL USE shall be granted only after a finding that the following requirements are met (including those specified in other areas of the code).

How does this proposed use NOT negatively impact adjacent residential areas?

See attached

How does this proposed use NOT negatively impact other existing or proposed uses?

See attached

How does this proposed use further the goals, objectives, and policies of the Coral Springs Comprehensive Plan?

See attached

How does this proposed use satisfy all other requirements provided within the Coral Springs Land Development Code relative to that conditional use?

See attached

APPLICATION IS NOT COMPLETE AND WILL NOT BE PROCESSED UNTIL THE FOLLOWING ARE PROVIDED AND DEEMED COMPLETE BY THE PLANNING DEPARTMENT:

- Site, landscape, and buffer plans of subject property for actual submission to Planning & Zoning Board, including CD containing digital copies of all documents in PDF file.
- Two (2) 11”x17” sets of site plan of subject property.
- Proposed hours of operation.
- Proposed use restrictions.
- Consent of owner(s), including proof of ownership.
- $3,780.26 petition fee. Plus, recordation, property notification and legal advertising costs will be determined by the City Clerk upon filing.

This is to certify that I am the owner of the subject property described in the Conditional Use Petition. I have read this petition and the statements contained herein are true and correct to the best of my knowledge.

Digitally signed by Nicole E Cianchetti
DN: C=US, O=Florida, dnQualifier=A01410C000001849A99B09A0002E6E2, CN=Nicole E Cianchetti
Reason: I am the author of this document
Location: your signing location here
Date: 2023.09.26 16:22:11-04'00'

Owner signature/date

As owner, I authorize the following party to act as my agent in this matter. See attached agent authorizations

Authorized agent name _____ Phone _____

Street address _____

City _____ State Florida ZIP Code _____

Notary Public

The foregoing instrument was acknowledged before me on _____

by means of: ◯ physical presence ◯ online notarization ◯ took an oath ◯ did NOT take an oath

◯ personally known ◯ produced identification ID type _____

Notary seal

Notary signature/date

My commission expires _____

Submit by Email

To be completed by the Community Development Division

JKL	CA23-0004	9/27/2023
Accepted by	Petition number	Date Field

DUNAY MISKEL BACKMAN LLP

Gary Dunay
Bonnie Miskel
Scott Backman
Eric Coffman
Hope Calhoun
Dwayne Dickerson
Ele Zachariades
Matthew H. Scott
Christina Bilenki
David F. Milledge
Jeffrey Schneider
Sara Thompson

Chick-fil-A Conditional Use Approval
1331-1341 North University Drive

Carol Ann Revere Trust and Chick-fil-A, Inc. ("Applicant"), are the owners of the +/- 2.91-acre parcel located at 1331-1341 North University Drive (folio # 484127036290) ("Property"), which is generally located on the corner of University Drive and Shadow Wood Boulevard in the City of Coral Springs ("City"). The Property has a Future Land Use designation of Commercial and a Zoning designation of B-2, Community Business. The Property is currently occupied by an existing Chick-fil-A restaurant with one drive-through lane.

When the Property was initially developed, Chick-Fil-A did not experience the same level of demand and success that is seen today. As such, many of the efficiencies that are considered when developing a new store were not accounted for when the Property was initially developed. For example, Chick-Fil-A is now known for their drive-through speed averaging under one (1) minute from the time a customer places their order to pick-up, utilizing a double drive-through system with two (2) lanes for ordering. Stacking is often provided to accommodate thirty (30) or more vehicles at a given time without impacting adjacent drive-aisles. In contrast, the site was developed with single drive-through lane with limited stacking that does not adequately meet the demands of this Chick-Fil-A location. As a result, vehicles attempting to utilize the drive-through service have been overflowing into the shared drive aisle and obstructing circulation through the parking areas and, on occasion, backing up onto University Drive. The Applicant recognizes the safety concerns and issues with the drive-through stacking during times of peak demand and has been working closely with City staff in order to find an acceptable solution to improve drive-through circulation and stacking on the Property. In an effort to improve the circulation and alleviate the stacking issue, Petitioner is proposing to reconfigure the drive-through towards the rear of the Property, and away from University Drive ("Project"). As part of the Project the Applicant is also proposing to add a second lane for ordering, thereby allowing more cars to be stacked in the drive-through. This will alleviate the congestion that occurs in front of the existing building and the stacking that can back-up onto University Drive. In order to develop the Project and reconfigure the drive-through at this existing Chick-Fil-A location, the Applicant is requesting conditional use approval in order to redevelop the Property's drive-through lane to include two (2) drive-through lanes and a bypass lane.

In support of the Conditional Use, the Applicant will demonstrate the conditional use criteria pursuant to Section 250153(6) of the City's Land Development Code ("Code"). More specifically, the Applicant will demonstrate: (a) the use does not negatively impact adjacent residential areas or other existing or proposed uses; (b) the use furthers the goals, objectives and policies of the comprehensive plan; and (c) the use satisfies the buffering requirements.

a. **Use does not negatively impact adjacent residential areas or other existing or proposed uses.** The Project does not negatively impact existing or proposed uses. The Applicant is requesting conditional use approval to modify and enhance the existing Chick-fil-A restaurant's drive through and bypass lanes. The existing Chick-fil-A restaurant has been in operation for the many years and

has been a huge success in the area. When the Property was initially developed, Chick-Fil-A did not experience the same level of demand and success that is seen today. As such, many of the efficiencies that are considered when developing a new store were not accounted for when the Property was initially developed. For example, Chick-Fil-A is now known for their drive-through speed averaging under one (1) minute from the time a customer places their order to pick-up, utilizing a double drive-through system with two (2) lanes for ordering. Stacking is often provided to accommodate thirty (30) or more vehicles at a given time without impacting adjacent drive-aisles. In contrast, the site was developed with single drive-through lane with limited stacking that does not adequately meet the demands of this Chick-Fil-A location. As a result, vehicles attempting to utilize the drive-through service have been overflowing into the shared drive aisle and obstructing circulation through the parking areas and, on occasion, backing up onto University Drive. The Applicant recognizes the safety concerns and issues with the drive-through stacking during times of peak demand and has been working closely with City staff in order to find an acceptable solution to improve drive-through circulation and stacking on the Property. Currently, the existing one drive-through lane and one bypass lane wrap around the south side of the building. This restricts access to the parking areas adjacent to University Drive and restaurant patrons are unable to utilize this parking when the drive-through lane is full. This not only impacts customers frequenting the restaurant, but northbound drivers on University Drive, particularly during peak hours. Excessive stacking forces cars to line up off the Property and onto University Drive. With the proposed layout, an additional drive-through lane will be added. The new layout will feature the drive-through lane wrapping around the back of the existing building, which significantly adds more stacking for the drive-through and eliminates any foreseeable and reoccurring impacts to University Drive. Even if the drive-through demand exceeds the stacking lanes, the new layout provides much more additional area within the site to accommodate overflow, thus resolving the dangers caused by cars lining up on University Drive.

Additionally, the Project does not negatively impact adjacent residential areas. As stated above, this Chick-fil-A restaurant has been in operation for years and is a popular food destination. The site modifications proposed will positively impact the adjacent areas by minimizing traffic impacts on University Drive. As previously mentioned, without the proposed modifications, traffic will continue to spill onto University Drive, which creates traffic backups and unsafe driving conditions. The proposed layout will help confine any drive-through congestion on the Property's site. In addition, the Applicant is proposing a six foot (6') high concrete buffer wall along the rear of the Property, with new and attractive landscaping along the eastern property line. The wall and associated landscaping with help buffer the adjacent residential property that could otherwise experience visual and/or noise impacts from the relocated drive-through use.

b. Use furthers the goals, objectives and policies of the comprehensive plan.
The use furthers the following goals, objectives and policies of the comprehensive plan, as follows:

Future Land Use Element:

- Policy 1.1.8: *The City shall modify land development regulations to include redevelopment… standards in order to update, to the extent feasible…and to upgrade*

existing buildings and sites. The Project proposes upgrades to the Property that will significantly improve the existing use of the Property.

- Goal 3.0.0: *To provide a full range of convenient and accessible commercial areas and facilities sufficient to serve City residents and business owners.* The Project will continue to provide a convenient use, but is being redeveloped/reconfigured in an effort to better serve City residents and business owners.
- Objective 9.0.0: *To strengthen the stability, revitalization and preservation of Coral Srings' neighborhoods and principal commercial areas.* The Project will reconfigure the drive-through in order to alleviate back-up onto University Drive and strengthen this principal commercial area in the City.

Transportation Element:

- Objective 3.5.0: *The City will enforce existing regulations to: 2) Provide adequate on-site motorized and non-motorized circulation.* The proposed Project seeks to enhance on-site circulation and lessen queuing impacts both on-site and off-site. As a result of the relocation of the drive-thru stacking areas, pedestrian access from parking areas will also be improved.

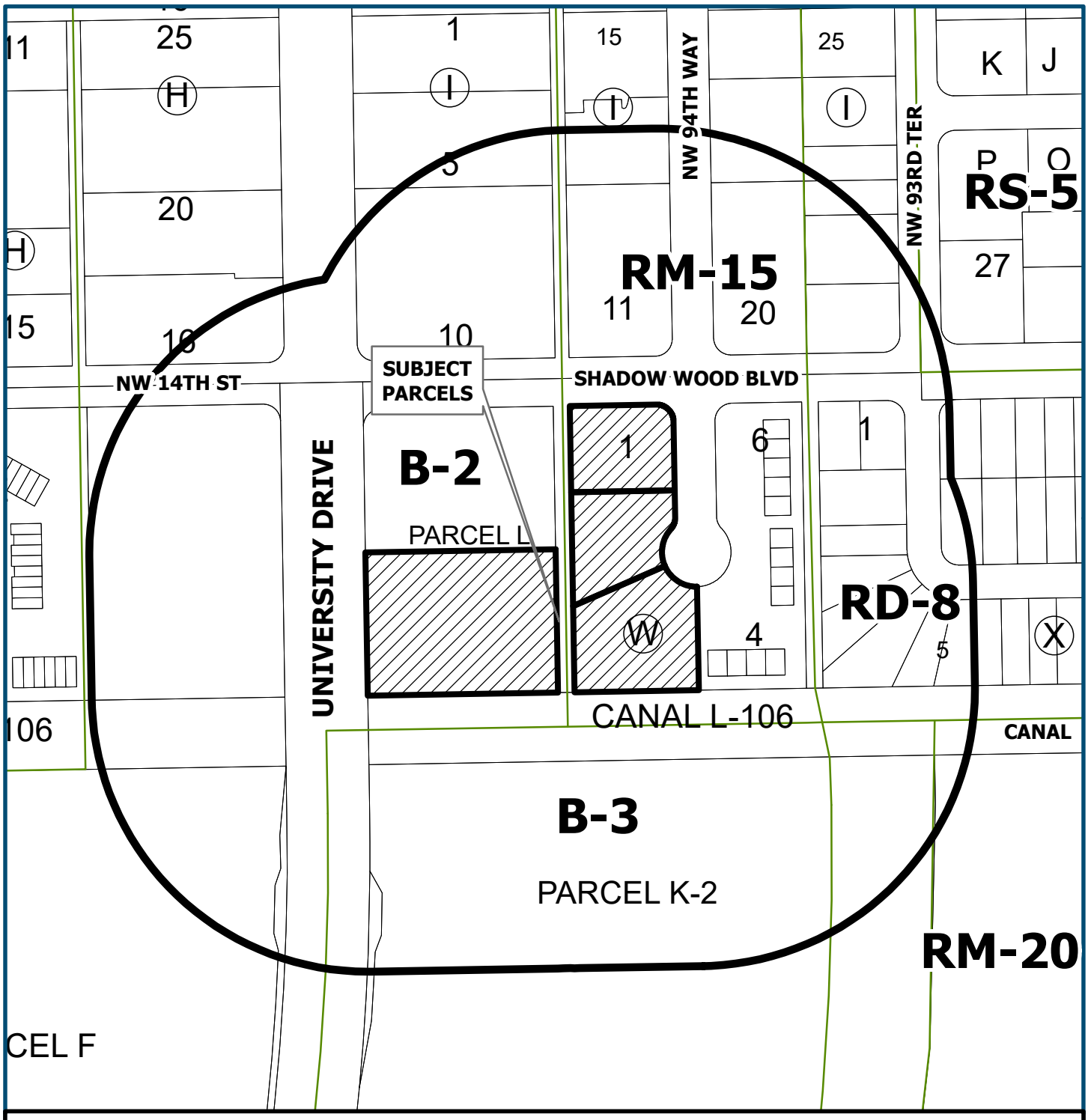
Economic Development Element

- Objective 1.1.0: *Pursue opportunities to retain, expand, and recruit local business.* The Project seeks to modify the site plan and reorient the drive-through in an effort to alleviate issues resulting from the success of the existing restaurant. This will allow the restaurant to continue to exist, expans

c. Use satisfies buffering requirements outlined in Section 250153(6)(c).
The buffering requirements outlined in Section 250152(6)(c) are required only for uses within an R zoned plot. The Property is zoned B-3 and, therefore, the buffering requirements are not applicable.

How does this proposed use satisfy all other requirements provided within the Coral Springs Land Development Code relative to that conditional use?

The Chick-fil-A restaurant has existed on the Property for several years and has been a welcomed addition to the Coral Springs community. The Applicant is requesting conditional use approval in order to implement much needed site modifications. As mentioned above, the Applicant is expanding and reconfiguring its parking and site circulation to accommodate the drive-through traffic that was not contemplated when the Property was initially developed. With the site modifications, the number of parking spaces is increasing, in excess of the requirements. Additionally, the number of bicycle parking spaces provided is more than required by Code. Where only three bicycle parking spaces are required, a bicycle rack is being provided, which will contain a minimum of four spaces total. The Applicant is also adding landscaping in accordance with City Code requirements. However, in conjunction with this conditional use application, the Applicant is requesting special exception approval to permit a combined bypass and escape lane where two separate lanes are required. Once approved, the Project will satisfy all applicable City Code requirements.



September 19, 2023

CA23-0004 & SE23-0006
PORTION OF PARCEL L & LOTS 1-3, BLOCK W
RAMBLEWOOD SOUTH
FOLIOS # 484127035270, 484127035280, 484127035290, 484127036290

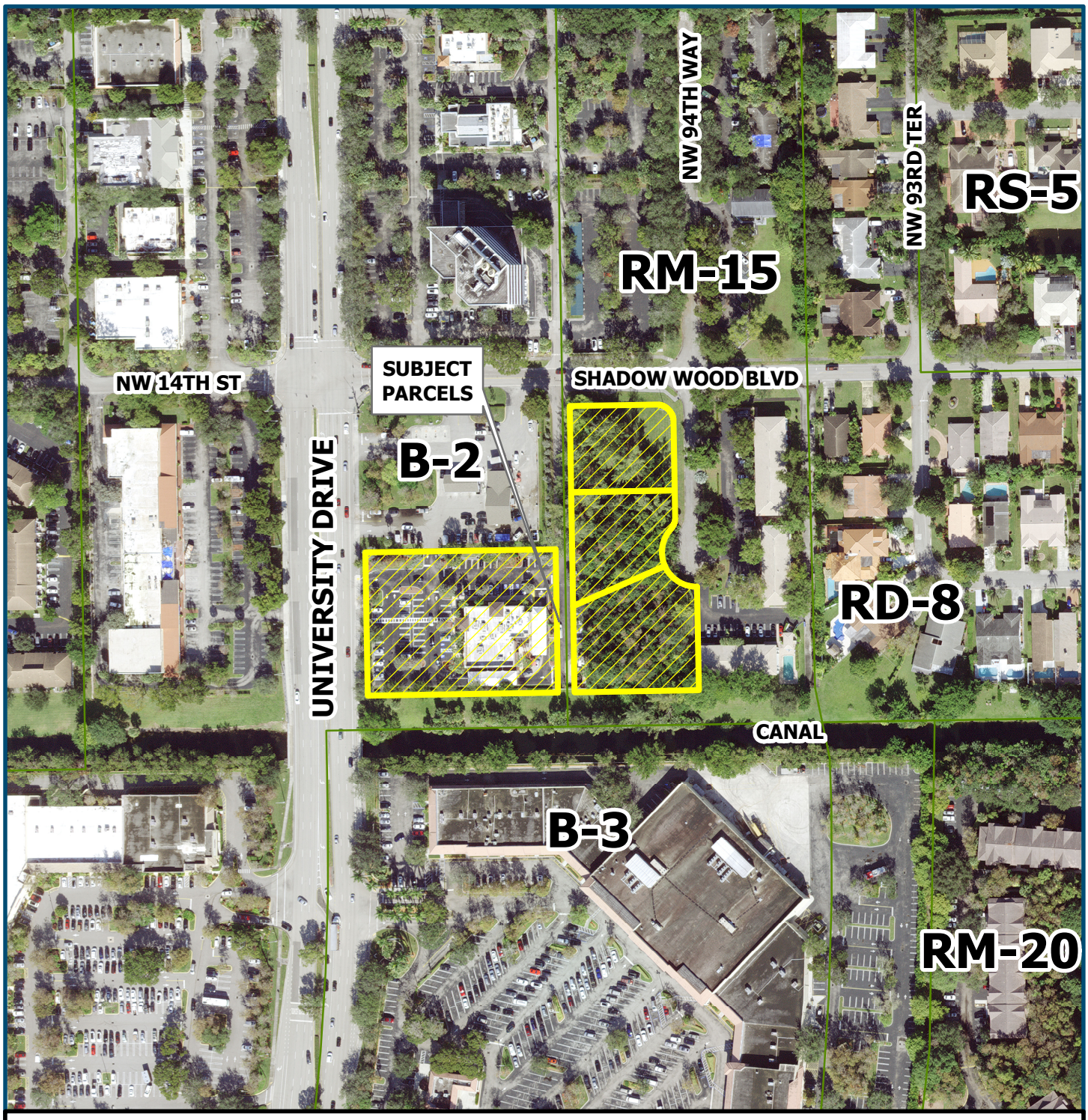
Subject Parcels

N W E S

0 90 180
Feet

CORAL SPRINGS
EVERYTHING UNDER THE SUN

jlane 9-19-2023



September 19, 2023

CA23-0004 & SE23-0006
PORTION OF PARCEL L & LOTS 1-3, BLOCK W
RAMBLEWOOD SOUTH
FOLIOS # 484127035270, 484127035280, 484127035290, 484127036290

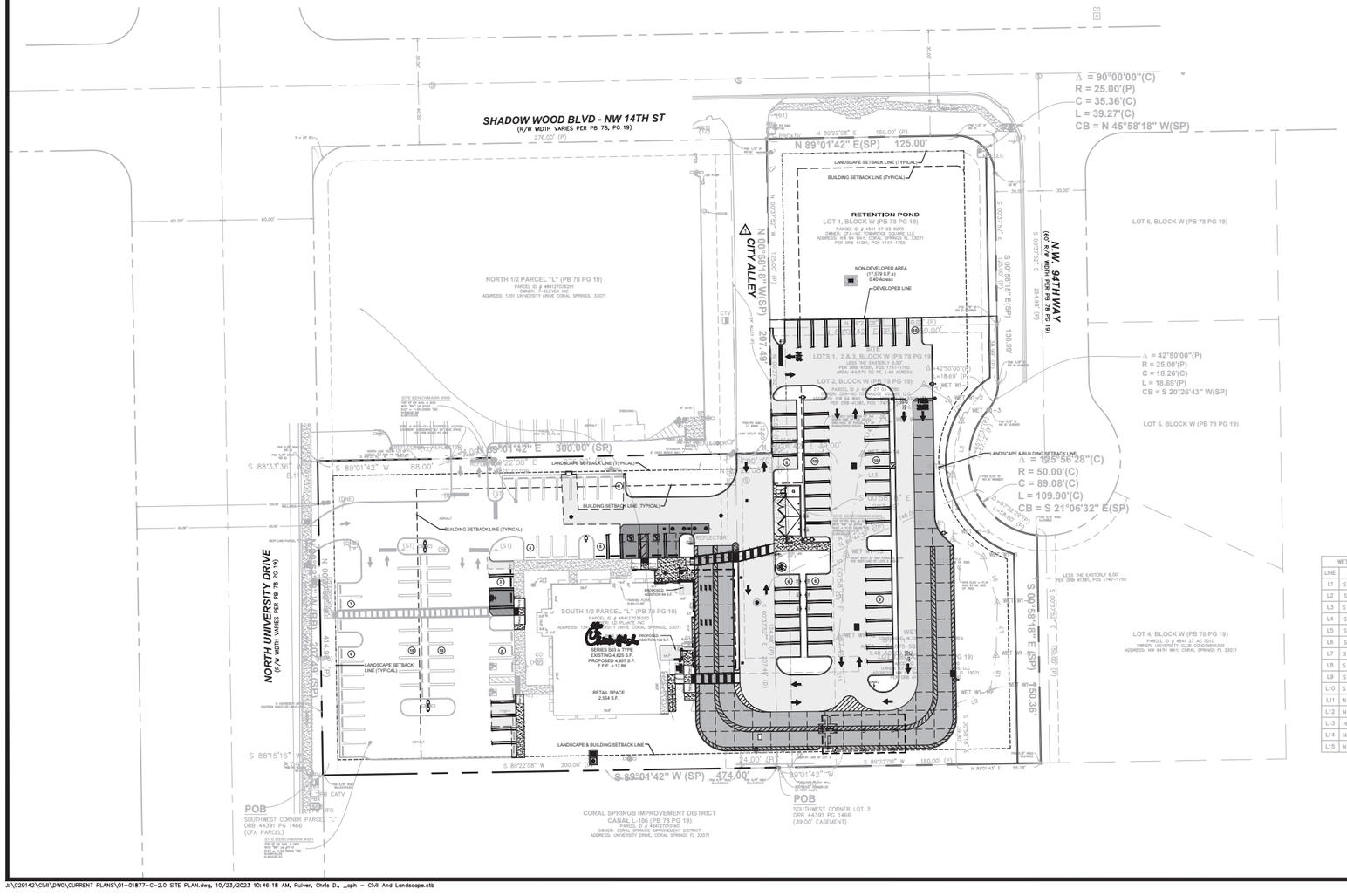
Subject Parcels

N
W E
S

0 90 180
Feet

CORAL SPRINGS
EVERYTHING UNDER THE SUN

jlane 9-19-2023



WETLAND LINE TABLE		
LINE	BEARING	LENGTH
L1	S 58°24'44" E	19.28'
L2	S 31°37'12" E	16.22'
L3	S 09°59'02" W	36.32'
L4	S 00°51'45" E	42.32'
L5	S 59°56'14" E	23.25'
L6	S 16°50'51" E	31.77'
L7	S 01°29'43" W	34.55'
L8	S 09°29'28" W	23.21'
L9	S 67°55'41" W	24.89'
L10	S 84°40'22" W	70.26'
L11	N 07°51'20" W	50.99'
L12	N 05°02'58" E	55.53'
L13	N 09°10'41" E	66.41'
L14	N 28°30'10" E	28.70'
L15	N 52°24'08" E	34.06'

SITE DATA

STATEMENT OF INTENT

PROPOSED PROJECT IS PART OF OWNER'S EXISTING PROPERTY REINVESTMENT PROGRAM TO IMPROVE CUSTOMER SERVICE AND RESTAURANT OPERATIONS. PROPERTY IMPROVEMENTS WILL INCLUDE BUILDING ADDITION WITH INTERIOR & EXTERIOR RENOVATIONS, DUAL LANE DRIVE THRU WITH CANOPY. EXISTING PARKING LOT WILL BE ADJUSTED TO SUPPORT ELEMENTS PROPOSED.

ADDRESS: 1341 N. UNIVERSITY DRIVE, CORAL SPRINGS, FLORIDA 33071

CHICK-FIL-A SITE AREA:

SOUTH HALF PARCEL "L":	1.43 AC.± (62,247 S.F.±)
LOT 1:	0.43 AC.± (18,616 S.F.±)
LOT 2:	0.44 AC.± (19,182 S.F.±)
LOT 3:	0.61 AC.± (26,877 S.F.±)
TOTAL AREA:	2.91 AC.± (126,922 S.F.±)

ZONING: B-2: COMMUNITY BUSINESS/RM-15 LOW MEDIUM DENSITY MULTI-FAMILY

PARCEL ID NUMBERS:
SOUTH HALF PARCEL "L": 4841 27 03 6290
LOT 1: 4841 27 03 5270
LOT 2: 4841 27 03 5280
LOT 3: 4841 27 03 5290

BUILDING INFORMATION

EXISTING CONDITION:
EXISTING BUILDING AREA: 4,625 + 2,554 = 7,179 S.F.
EXISTING FLOOR AREA RATIO: .0701
NUMBER OF STORIES: 1

PROPOSED CONDITION:
PROPOSED BUILDING EXPANSION AREA: 138 + 94 = 232 S.F.
PROPOSED TOTAL BUILDING AREA: 4,625 + 232 + 2,554 = 7,411 S.F.
PROPOSED FLOOR AREA RATIO: .0723
NUMBER OF STORIES: 1

LAND COVERAGE SUMMARY ⚠

EXISTING CONDITION (DEVELOPED AREA):

IMPERVIOUS AREA:	74,207 S.F. (58.47%)
OPEN SPACE:	52,715 S.F. (41.53%)
	126,922 S.F. (100.00%)

PROPOSED CONDITION (DEVELOPED AREA):

IMPERVIOUS AREA:	73,686 S.F. (58.06%)
OPEN SPACE:	53,236 S.F. (41.94%)
	126,922 S.F. (100.00%)

PROPOSED CONDITION (NON-DEVELOPED AREA):

IMPERVIOUS AREA:	0 S.F. (0%)
OPEN SPACE:	17,579 S.F. (13.85%)
TOTAL:	126,922 S.F. (100.00%)

BUILDING SETBACKS	REQUIRED	PROVIDED
FRONT (WEST)	65'	142'
SIDE (NORTH)	20'	80'
SIDE(SOUTH)	20'	36'
REAR (EAST)	10'	228'

LANDSCAPE BUFFER	REQUIRED	PROVIDED
FRONT (WEST)	10'	11'
SIDE (NORTH)	10'	10'
SIDE(SOUTH)	10'	10'
REAR (EAST)	20'	10'

PARKING INFORMATION

EXISTING CONDITION:

REGULAR:	69 SPACES
ADA:	4 SPACES
TOTAL:	73 SPACES

PROPOSED CONDITION:

REGULAR:	111 SPACES
ADA:	5 SPACES
TOTAL:	116 SPACES

REQUIRED PARKING: 1 SPACE PER 100 S.F. OF GROSS FLOOR AREA, RESTAURANT
1 SPACE PER 300 S.F. OF GROSS FLOOR AREA, RETAIL
4,857 / 100 = 49 SPACES
2,554 / 300 = 9 SPACES
TOTAL SPACES REQUIRED = 58
ADA: 3 ADA SPACES REQUIRED (1 VAN ACCESSIBLE)

⚠ BICYCLE PARKING CALCULATION:
1 BIKE RACK (3 BIKE SPACES) PER 40 PARKING SPACES
116 / 40 = 3 BICYCLE RACKS (9 BIKE SPACES) REQUIRED
PROVIDED: 3 BIKE RACKS (3 SPACES EACH, MINIMUM)

PER CODE SECTION 250568(5), FAST FOOD RESTAURANTS LOCATED IN THE B-2 ZONING DISTRICT REQUIRE A CONDITIONAL USE. A CONDITIONAL USE IS REQUESTED FOR MODIFICATION TO EXISTING DRIVE-THRU.

SPECIAL EXCEPTION FOR CODE SECTION 250819, A SEPARATE AND DISTINCT ESCAPE LANE SHALL BE PROVIDED.

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5200 Buffington Road
Atlanta, Georgia
30349-2998

cph
www.cphcorp.com
Building Better Communities Together
1117 East Robinson Street
Orlando, FL 32801
Ph: 407.425.0452

Plans Prepared By:
CPH, LLC
A Full Service A & E Firm

NICOLE E. CIANCHETTI LICENSE No. 74661 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Nicole E Cianchetti
DN: C=US, O=Florida, dnQualifier=A01410C0000 01849A99B09A0002E6E2, CN=Nicole E Cianchetti
Reason: I am the author of this document
Location: your signing location here
Date: 2023.10.23 11:18:22-04'00'

NICOLE E. CIANCHETTI, P.E.
74661

This item has been digitally signed and sealed by Nicole E. Cianchetti, PE. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

CHICK-FIL-A
Coral Springs
1341 N. University Drive
Coral Springs, Florida 33071

FSR#01877

BUILDING TYPE / SIZE: S03 A TYPE/4,625 S.F.
RELEASE: vX.YY.MM

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
⚠1	8/15/2023	CITY COMMENTS
⚠2		
⚠3		
⚠4		

CONSULTANT PROJECT # C29142
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SHEET
OVERALL MASTER PLAN

SHEET NUMBER
C-2.0A

J:\C29142\CIVIL\DWG\CURRENT PLANS\01-01877-C-2.0 SITE PLAN.dwg, 10/23/2023 10:46:18 AM, Pulver, Chris D., _cph - Civil And Landscape.stb

DESIGN NOTES & KEY PLAN

1. PROPOSED PAINTED ACCESSIBILITY SYMBOL. (1/CA2)
2. PROPOSED DIRECTIONAL ARROW (TYP.). (2/CA2)
3. PROPOSED DRIVE-THRU GRAPHIC (TYP.). (3/CA2)
4. PROPOSED STOP BAR GRAPHIC. (2/CA2)
5. PROPOSED PARKING STRIPING.
6. PROPOSED ADA PARKING SIGN.
7. PROPOSED CONCRETE SIDEWALK. (4/CA2)
8. PROPOSED CONCRETE TYPE D CURB PER FDOT INDEX NO. 520-001. ⚠
9. PROPOSED CURB RAMP. (2/CA2), (4/CA2)
10. PROPOSED SIDEWALK ACCESSIBLE RAMP. (3/CA2)
11. PROPOSED CONCRETE APRON AT TRASH ENCLOSURE. (5/CA2)
12. PROPOSED CONCRETE PAVEMENT DRIVE-THRU LANE. (1/CA2)
13. PROPOSED HMAC PAVEMENT SECTION. (3/CA2)
14. PROPOSED CONCRETE BOLLARD. (5/CA2)
15. PROPOSED CROSSWALK MARKINGS. (1/CA2)
16. PROPOSED ENTRY DOOR FROST SLAB. (6/CA2)
17. PROPOSED SCREENED REFUSE ENCLOSURE. (4/CA2)
18. PROPOSED MENU BOARD LOOP DETECTION SYSTEM. (1/CA2), (4/CA2)
19. PROPOSED DRIVE-THRU ORDER POINT ISLAND. (2/CA2)
20. PROPOSED DRIVE-THRU DOOR W/ CONCRETE RAMP ACCESS. REFER (3/CA2), (4/CA2), (5/CA2) TO ARCH. PLANS AND GRADING PLAN C-3.0.
21. PROPOSED DRIVE-THRU CLEARANCE BAR. LOCATION BASED ON SITE (2/CA2) CONDITIONS, FIELD VERIFY.
22. PROPOSED ORDER POINT CANOPY. REFER TO ARCH. PLANS FOR SPECIFICATIONS.
23. PROPOSED OUTSIDE MEAL DELIVERY CANOPY. REFER TO ARCH. PLANS FOR SPECIFICATIONS.
24. PROPOSED DIAGONAL STRIPED WALKWAY, SINGLE YELLOW SOLD LINE / 4" WIDE PER CFA SPECIFICATIONS.
25. PROPOSED DIAGONAL STRIPING, SINGLE YELLOW SOLD LINE / 4" WIDE.
26. PROPOSED CASH MACHINE PAD (4" THICK, 3' X 5.5' CONCRETE)
27. PROPOSED DIAGONAL STRIPING, SINGLE YELLOW SOLD LINE / 4" WIDE, 2' O.C. BOUNDED BY SINGLE YELLOW SOLID LINE / 4" WIDE.
28. PROPOSED DETECTABLE WARNING PER CITY REQUIREMENTS.
29. PROPOSED SOLID PLASTIC WHEEL STOP. (3/CA2)
30. PROPOSED 6' HIGH CMU SCREEN WALL.
31. PROPOSED SAWCUT LIMITS. CONTRACTOR SHALL NEATLY SAWCUT, REMOVE AND MATCH EXISTING PAVEMENT & CURBING WITH SMOOTH TRANSITION.
32. ⚠ PROPOSED BIKE RACK (9 SPACES MIN.). (1/CA2)

GENERAL NOTES ⚠

1. DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS SHOWN (BOC) WHICH INDICATES BACK OF CURB.
2. ALL CURBED RADII ARE TO BE 10' AND 3' UNLESS OTHERWISE NOTED.
3. ALL SIGNS SHALL HAVE A 7'0" MIN. CLEARANCE FROM FINISH GRADE TO BOTTOM OF LOWEST SIGN MOUNTED ON POST. ALL SIGNAGE INCLUDING REGULATORY SIGNAGE, SHALL MEET THE LOCAL AGENCY DESIGN GUIDELINES & MUTCD REQUIREMENTS.
4. ALL SIGNS SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR.
5. ALL STRIPING SHALL BE IN CONFORMANCE WITH LOCAL AGENCY REQUIREMENTS.
6. ADJUST ALL MANHOLE RINGS AND CLEAN OUT COVERS TO BE FLUSH WITH FINISHED GRADE. ALL PARTS TO BE TRAFFIC BEARING (AASHTO H-20 LOADING). MANHOLE COVERS SHALL MEET THE LOCAL AGENCY STANDARD.
7. TRANSITIONS TO BE FLUSH ALL ALONG THE ACCESSIBLE ROUTE. CONTRACTOR SHALL ENSURE THE MAXIMUM CONSTRUCTED LEVEL TRANSITION AT EVERY JOINT DOES NOT EXCEED THE MAXIMUM ALLOWABLE UNDER THE ADA AFTER SETTLEMENT, EXPANSION, CONTRACTION, ETC. CHANGES IN LEVEL OF 1/4" HIGH MAXIMUM SHALL BE PERMITTED TO BE VERTICAL. CHANGES IN LEVEL BETWEEN 1/4" HIGH MINIMUM AND 1/2" HIGH MAXIMUM SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1:2.
8. ALL CONCRETE POURS SHALL BE BOUND BY EXPANSION JOINTS WHEN ABUTTING ANOTHER CONCRETE POUR / SLAB OR ASPHALT PAVEMENT, INCLUDING CURBING.
9. ALL AFFECTED SIDEWALKS, RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.
10. REPOSITION OR RELOCATE SECURITY/OPERATIONAL CAMERAS AT SERVICE YARD AREA, REFER ARCH/MEP PLANS.
11. EXISTING ASPHALT PAVEMENT TO BE RESEALED WITH ASPHALT SEALANT AT COMPLETION OF PROJECT SITE WORK. EXISTING STRIPING AND PAVEMENT MARKINGS SHALL BE REPAINTED TO MATCH EXISTING CONDITIONS UNLESS OTHERWISE NOTED.
12. ALL EXPOSED METALS SHALL BE REPAINTED DARK BRONZE, WHICH SHOULD INCLUDE, BUT LIMITED TO, SIGN POSTS, BOLLARDS, LIGHT POLES, GAS PIPING & DUMPSTER ENCLOSURE APPURTENANCES.
13. SITE GEOTECHNICAL INVESTIGATION PERFORMED BY TERRACON CONSULTANTS, INC. CPH, INC. ASSUMES NO RESPONSIBILITY FOR THE CORRECTNESS, ACCURACY OR COMPLETENESS OF THEIR SCOPE OF WORK. THE CONTRACTOR SHALL OBTAIN A COPY OF THE GEOTECHICAL REPORT FOR THIS SITE PRIOR TO CONSTRUCTION AND COMPLY WITH THE RECOMMENDATIONS CONTAINED WITHIN.
14. ALL EXISTING STRIPING SHALL BE RE-STRIPED TO MATCH EXISTING CONDITIONS UNLESS NOTED OTHERWISE ON PLAN.
15. ALL SIGNAGE SHALL REQUIRE A SEPARATE BUILDING PERMIT.
16. ALL SIDEWALK CAFES REQUIRE A SEPARATE PERMIT
17. ALL DUMPSTER ENCLOSURES AND SITE LIGHTING SHALL REQUIRE A SEPARATE BUILDING PERMIT.

SITE LEGEND

- (DE) = DO NOT ENTER SIGN (R5-1)
- (ST) = STOP SIGN (R1-1)
- (PE) = PEDESTRIAN CROSSWALK SIGN
- (HC) = ACCESSIBLE PARKING SIGN
- ⚠ (M) = MOBILE ORDER SIGN
- (2) = PARKING SPACE PER ROW
- (21/CA2) = DETAIL NUMBER / SHEET NUMBER
- = LIGHT POLE

N

CDD

20 0 20 40

Graphic Scale in Feet

Legal Description (ORB 44391 PG 1466)

THE SOUTH ONE–HALF (S 1/2) OF PARCEL "L", AND THAT PORTION OF THAT CERTAIN 24 FOOT ALLEY LYING EAST OF AND ADJACENT TO SAID SOUTH ONE–HALF (S 1/2) OF PARCEL "L", RAMBLEWOOD SOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 78, PAGE 19, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE FULL DESCRIBED AS FOLLOWS:

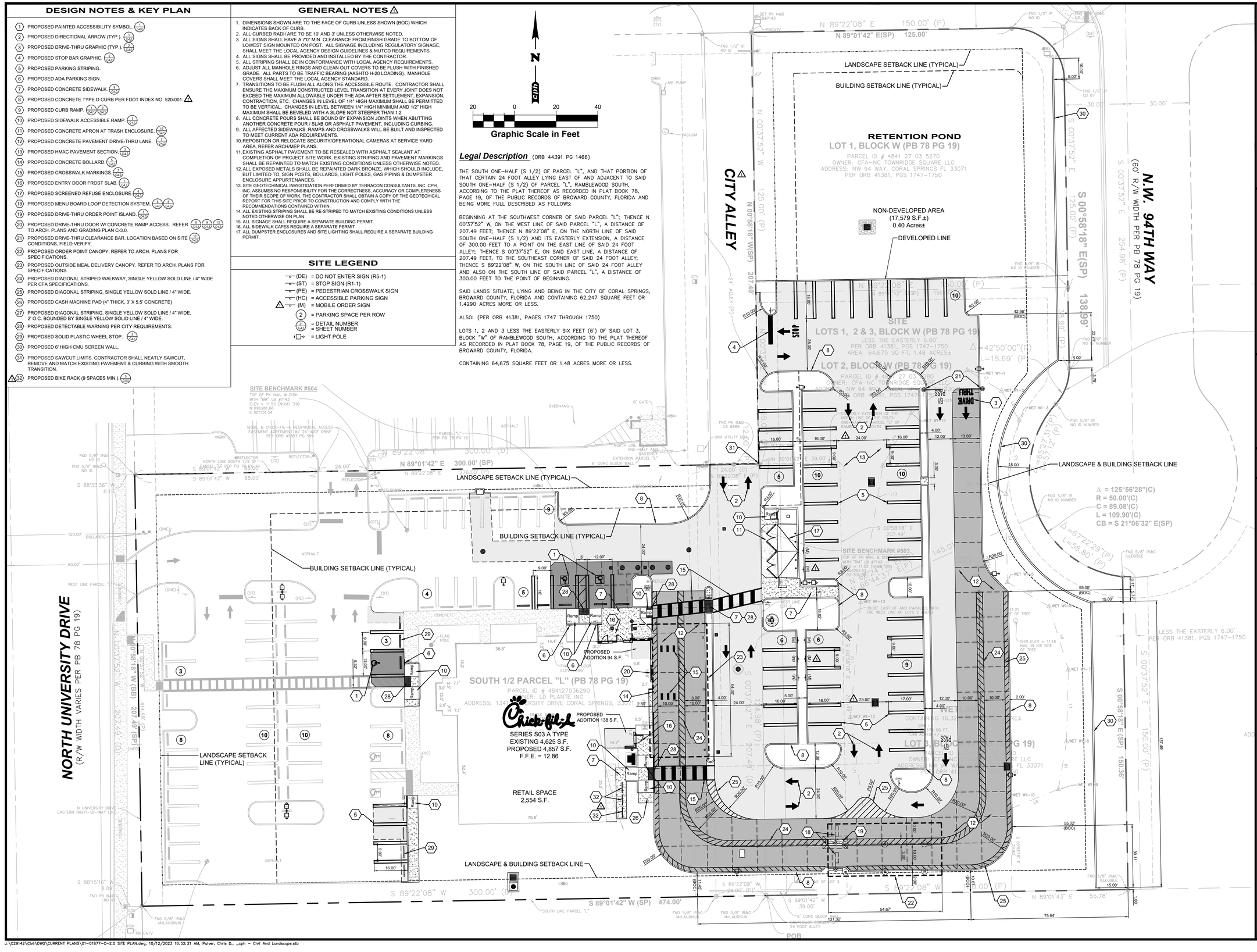
BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "L"; THENCE N 00°37'52" W, ON THE WEST LINE OF SAID PARCEL "L", A DISTANCE OF 207.49 FEET; THENCE N 89°22'08" E, ON THE NORTH LINE OF SAID SOUTH ONE–HALF (S 1/2) AND ITS EASTERLY EXTENSION, A DISTANCE OF 300.00 FEET TO A POINT ON THE EAST LINE OF SAID 24 FOOT ALLEY; THENCE S 00°37'52" E, ON SAID EAST LINE, A DISTANCE OF 207.49 FEET, TO THE SOUTHEAST CORNER OF SAID 24 FOOT ALLEY; THENCE S 89°22'08" W, ON THE SOUTH LINE OF SAID 24 FOOT ALLEY AND ALSO ON THE SOUTH LINE OF SAID PARCEL "L", A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA AND CONTAINING 62,247 SQUARE FEET OR 1.4290 ACRES MORE OR LESS.

ALSO: (PER ORB 41381, PAGES 1747 THROUGH 1750)

LOTS 1, 2 AND 3 LESS THE EASTERLY SIX FEET (6') OF SAID LOT 3, BLOCK "W" OF RAMBLEWOOD SOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 78, PAGE 19, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CONTAINING 64,675 SQUARE FEET OR 1.48 ACRES MORE OR LESS.



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NICOLE E. CIANCHETTI, P.E.
74661

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CHICK-FIL-A
Coral Springs
1341 N. University Drive
Coral Springs, Florida 33071

FSR#01877

BUILDING TYPE / SIZE: S03 A TYPE/4,625 S.F.
RELEASE: vX.YY.MM

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SHEET
SITE PLAN

SHEET NUMBER
C-2.0

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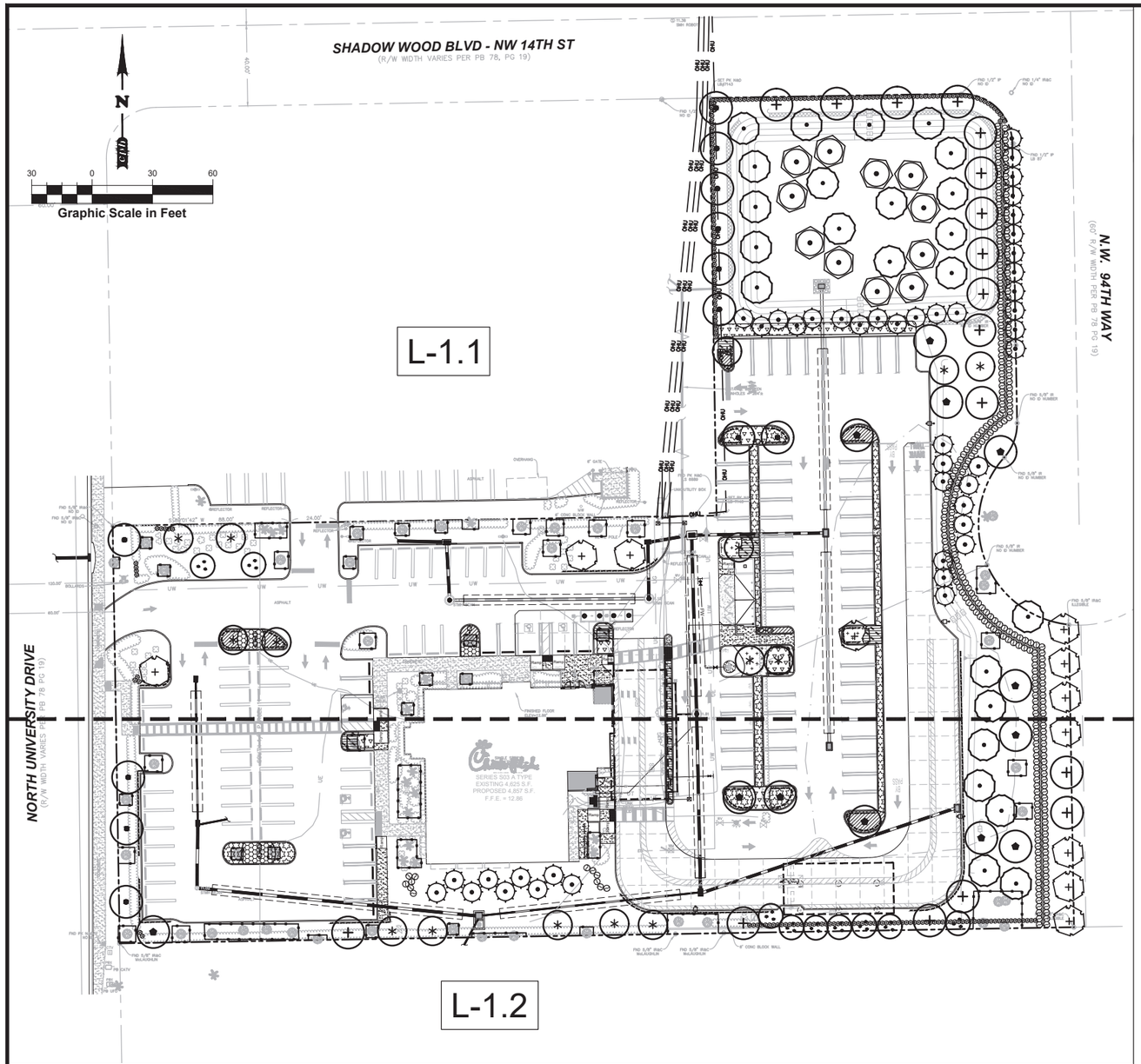

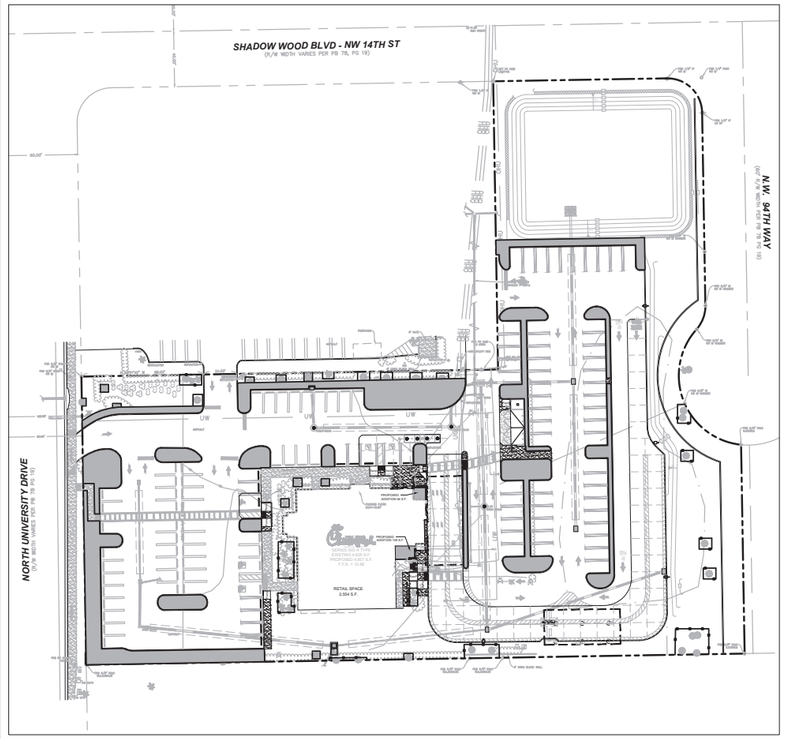

VEHICULAR USE AREA MAP
SCALE 1:50

Galen J Pugh

Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D000001805F7712EC70000 8443, CN=Galen J Pugh
Date: 2023.10.19 16:29:23-04'00'

GENERAL REQUIREMENTS

SEC. 250833(13)(a) VEHICULAR USE AREA
REQUIRED: 15% OF VUA TO BE LANDSCAPE AREA
66,202.9 SF x .15 = 9930.4 SF

PROPOSED: 11,050.9 SF (16.7%)

SEC. 250833(5) SITE PLANTING
REQUIRED: 1 TREE AND 5 SHRUBS / 1000 SF
DEVELOPED AREA: 33,043.1 SF / 1000 = 33 TREES
33,043.1 SF / 1000 = 33 x 5 = 165 SHURBS
UNDEVELOPED AREA: 17,911.3 SF / 1000 = 17.8 = 18 TREES
17,911.3 SF / 1000 = 17.8 x 5 = 89.5 = 90 SHRUBS

PROPOSED:
DEVELOPED AREA: 89 NEW TREES / PALMS
63 EX. TREES / PALMS
432 SHRUBS
UNDEVELOPED AREA: 66 NEW TREES / PALMS
205 SHRUBS

SEC. 250834(14) NATIVE TREES
REQUIRED: 50%
155 TOTAL TREES x .5 = 78 NATIVE TREES REQUIRED

PROPOSED: 155 NATIVE TREES (100%)

SEC. 250834(17)(a) TREE SPECIES DIVERSITY
REQUIRED: 25% MAX
155 TOTAL TREES x .25 = 38.75 = 39 MAX OF ANY SINGLE SPECIES

PROPOSED: 44 MAX OF ANY SINGLE SPECIES (28.4%)
(44 PALMS PROPOSED TO MEET MITIGATION REQUIREMENTS)

SEC. 250834(14) TREE WATER USAGE
REQUIRED: 50% LOW WATER USAGE
155 TOTAL TREES x .5 = 78 LOW WATER USE TREES

PROPOSED: 155 LOW WATER USE TREES (100%)

SEC. 250834(14) NATIVE SHRUBS
REQUIRED: 50%
637 TOTAL SHRUBS x .5 = 319 NATIVE SHRUBS REQUIRED

PROPOSED: 589 NATIVE SHRUBS (92.5%)

SEC. 250834(14) SHRUB WATER USAGE
REQUIRED: 50% LOW WATER USAGE
637 TOTAL SHRUBS x . 5 = 319 LOW WATER USE SHRUBS

PROPOSED: 637 LOW WATER USE SHRUBS (100%)

SEC. 250833(7)(a) STREET TREES - 1 TREE / 40 LF

NORTH - SHADOW WOOD BLVD / NW 14TH ST
REQUIRED: 149.9 LF / 40 = 3.7 = 4 TREES

PROPOSED: 4 NEW LIVE OAKS

EAST - NW 94TH WAY
REQUIRED: 264.4 LF / 40 = 6.6 = 7 TREES

PROPOSED: 7 NEW LIVE OAKS

WEST - NORTH UNIVERSITY DRIVE
REQUIRED: 207.4 LF - 20.5 LF (INGRESS/EGRESS) = 186.9 LF
186.9 LF / 40 = 4.7 = 5 TREES

PROPOSED: 1 EXISTING LIVE OAK #1347
3 NEW SILVER BUTTONWOODS
1 EXISTING DAHOON HOLLY #1349
5 TREES TOTAL

SEC. 250833(11)(a) PERIMETER TREES - 3 TREE / 40 LF

NORTH
REQUIRED: 300 LF - 47.6 LF (INGRESS/EGRESS) = 252.4 LF
252.4 LF / 40 = 6.3 x 3 = 18.9 = 19 TREES

PROPOSED: 2 NEW SATIN LEAF
2 NEW GREEN BUTTONWOOD
2 NEW SIMPSON STOPPERS
1 NEW SILVER BUTTONWOOD
5 EXISTING SILVER BUTTONWOODS #1304, #1305, #1309, 1314, #1325
1 EXISTING GREEN BUTTONWOOD #1315
5 EXISTING POND CYPRESS #1316, #1320, #1321, #1322, #1324
1 EXISTING LAURAL OAK #1303
19 TOTAL TREES

WEST
REQUIRED: 207.5 LF - 71.4 LF (INGRESS/EGRESS) = 136.1 LF
136.1 LF / 40 = 3.4 x 3 = 10.2 = 11 TREES

PROPOSED: 6 SILVER BUTTONWOOD
5 BALD CYPRESS
11 TOTAL TREES

SOUTH
REQUIRED: 474 LF / 40 = 11.9 x 3 = 35.7 = 36 TREES

PROPOSED: 1 NEW BALD CYPRESS
4 NEW LIVE OAKS
7 NEW SIMPSON STOPPERS
5 NEW GREEN BUTTONWOODS
1 NEW WILD TAMARIND
4 EXISTING BLACK OLIVES #1206, #1207, #1208, #1209
2 EXISTING CRAPE MYRTLES #1328, #1329
4 EXISTING POND CYPRESS #1330, #1331, #1332, #1337
4 EXISTING GREEN BUTTONWOOD #1333, #1336, #1338, #1341
3 EXISTING SILVER BUTTONWOOD #1339, #1340, #1343
1 EXISTING LIVE OAK #1345
36 TOTAL TREES

EAST
REQUIRED: 150.4 LF / 40 = 3.8 x 3 = 11.4 = 12 TREES

PROPOSED: 2 NEW LIVE OAKS
4 NEW WILD TAMARIND
6 NEW SATIN LEAF
12 TOTAL TREES
(ADDITIONAL TREES ADDED TO SATISFY CITY COMMENTS)

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Plans Prepared By:
CPH ,Inc.
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000926
Landscape No. LC000298

STATE OF FLORIDA REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522
Galen J. Pugh, RLA
LA0001522
Oct 19, 2023

CHICK-FIL-A
Coral Springs
1341 N. University Drive
Coral Springs, Florida 33071

FSR#01877

BUILDING TYPE / SIZE: S03 A TYPE/4,625 S.F.
RELEASE: vX.YY.MM

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
1		
2		
3		
4		

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SHEET
OVERALL LANDSCAPE PLAN

SHEET NUMBER
L-1.0

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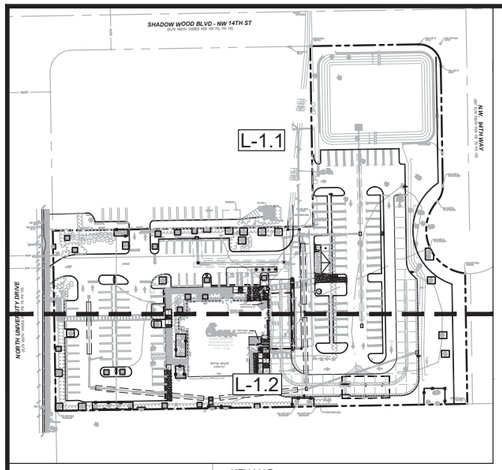

KEY MAP
SCALE 1:80

- 0 AR M - MITIGATION TREE
- 0 AR - CODE REQUIRED TREE

N

20 0 20 40

Graphic Scale in Feet

SHADOW WOOD BLVD - NW 14TH ST

(R/W WIDTH VARIES PER PB 78, PG 19)

PLANT LIST

SYM	COMMON NAME
TREES	
CO	SATIN LEAF
QV	LIVE OAK
MF	SIMPSON'S STOPPER
LL	WILD TAMARIND
CES	SILVER BUTTONWOOD
CE	GREEN BUTTONWOOD
TD	BALD CYPRESS
SP	CABBAGE PALM
AR	RED MAPLE
EX	EXISTING TREES
SHRUBS	
HP	FIREBUSH
CI	RED TIP COCOPLUM
GROUNDCOVER	
BF	BULBINE
FM	GREEN ISLAND FICUS
EL	GOLDEN CREEPER
ZP	COONTIE
MC	MUHLY GRASS
VO	MRS. SCHILLER'S DELIGHT
BAHIA	ARGENTINE BAHIA
SOD	ST. AUGUSTINE GRASS

NOTE:
ALL AREAS WHERE EXISTING VEGETATION IS TO REMAIN, CONTRACTOR SHALL FILL/REPLACE DISTURBED AREAS WITH LANDSCAPE MATERIALS TO MATCH EXISTING MATERIAL

NOTE: BAHIA POND SLOPES TO WATER

EXISTING HEDGE TO REMAIN, DAMAGED HEDGE TO BE REPLACED WITH THE SAME SHRUB SPECIES

EXISTING VEGETATION TO REMAIN

PROPOSED LIGHT POLE(TYP.)

10' R LIGHT POLE CLEAR ZONE(TYP.)

ROOT BARRIER(TYP.)

10' X 10' SIGHT TRIANGLE

OVERHEAD UTILITY

7.5' CLEAR RADIUS AROUND FIRE HYDRANT

6" RAISED CURB, REFER TO SITE PLAN AND CIVIL DRAWINGS

SOD

BAHIA

15' CT.

10' CT.

20' CT.

22' CT.

N.W. 94TH WAY

(60' R/W WIDTH PER PB 78 PG 19)

SITY DRIVE

PB 78 PG 19)

SHEET L-1.2

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Date: 2023.10.19 16:29:51-04'00'

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Plans Prepared By:
CPH ,Inc.
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000926
Landscape No. LC000298

GALEN J. PUGH LICENSED LANDSCAPE ARCHITECT LA0001522 STATE OF FLORIDA
Galen J. Pugh, RLA
LA0001522
Oct 19, 2023

CHICK-FIL-A
Coral Springs
1341 N. University Drive
Coral Springs, Florida 33071

FSR#01877

BUILDING TYPE / SIZE: S03 A TYPE/4,625 S.F.
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SHEET
LANDSCAPE PLAN

SHEET NUMBER
L-1.1

Permit

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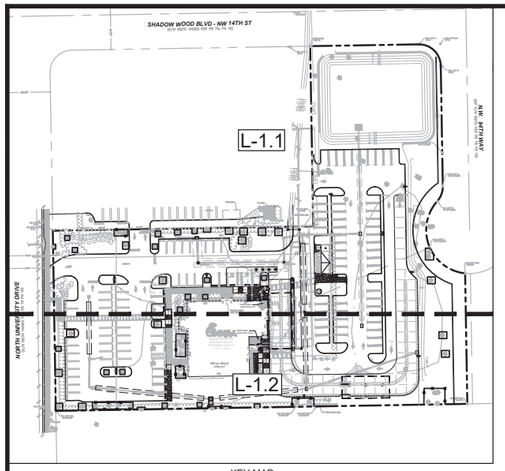


KEY MAP
SCALE 1:80

SHEET L-1.1

- MITIGATION TREE
- CODE REQUIRED TREE

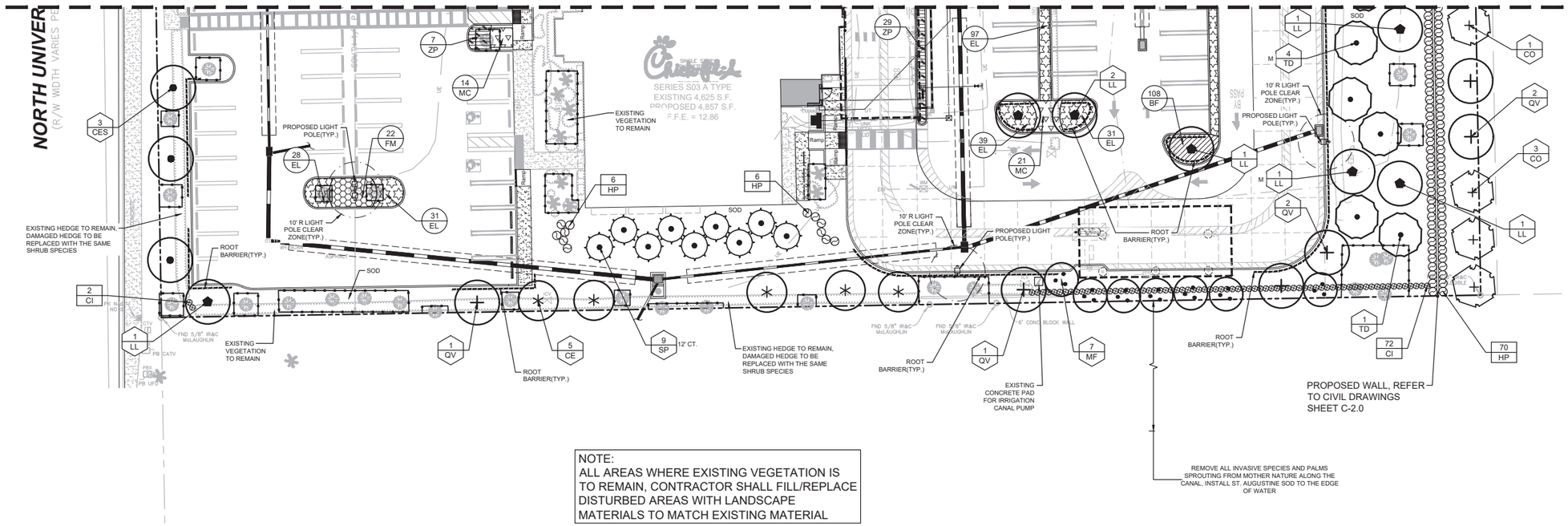
PLANT LIST

SYM	COMMON NAME
TREES	
CO	SATIN LEAF
QV	LIVE OAK
MF	SIMPSON'S STOPPER
LL	WILD TAMARIND
CES	SILVER BUTTONWOOD
CE	GREEN BUTTONWOOD
TD	BALD CYPRESS
SP	CABBAGE PALM
AR	RED MAPLE
EX	EXISTING TREES
SHRUBS	
HP	FIREBUSH
CI	RED TIP COCOPLUM
GROUNDCOVER	
BF	BULBINE
FM	GREEN ISLAND FICUS
EL	GOLDEN CREEPER
ZP	COONTIE
MC	MUHLY GRASS
VO	MRS. SCHILLER'S DELIGHT
BAHIA SOD	ARGENTINE BAHIA ST. AUGUSTINE GRASS

N

20 0 20 40

Graphic Scale in Feet



NOTE:
ALL AREAS WHERE EXISTING VEGETATION IS TO REMAIN, CONTRACTOR SHALL FILL/REPLACE DISTURBED AREAS WITH LANDSCAPE MATERIALS TO MATCH EXISTING MATERIAL

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Plans Prepared By:
CPH ,Inc.
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000926
Landscape No. LC000298

STATE OF FLORIDA
GALEN J. PUGH
LA0001522
REGISTERED LANDSCAPE ARCHITECT
Galen J. Pugh, RLA
LA0001522
Oct 19, 2023

CHICK-FIL-A
Coral Springs
1341 N. University Drive
Coral Springs, Florida 33071

FSR#01877

BUILDING TYPE / SIZE: S03 A TYPE/4,625 S.F.
RELEASE: vX.YY.MM

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
1		
2		
3		
4		

CONSULTANT PROJECT # C29142
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Permit

SHEET
LANDSCAPE PLAN

SHEET NUMBER
L-1.2

J:\C29142\Landscape\DWG\PreliminaryDesign\Plans\C29142-LSP.dwg, 10/19/2023 4:18:09 PM, Almond, Alexander, _cph - Civil And Landscape.stb

LANDSCAPE NOTES:

1. The landscape Contractor shall be responsible for all materials and all work as called for on the Landscape Plans and in the Landscape Specifications. In the event of variation between quantities shown on plant list and the plans, the plans shall control. The Landscape Contractor shall verify all quantities and report any discrepancies at the time of bidding.
2. The Landscape Contractor shall review architectural/engineering plans and become thoroughly familiar with surface and subsurface utilities.
3. Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. Locations of existing buried utility lines shown on the plans are based upon best available information and are considered to be approximate. It shall be the responsibility of the contractor 1) to verify the locations of utility lines within and adjacent to the work area 2) to protect all utility lines during the construction period 3) to repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the construction 4) To field adjust the location of proposed trees and palms 10' off the center of the utility lines. Notify the Landscape Architect if a 10' offset does not function.
4. The work shall be coordinated with other trades to prevent conflicts. Coordinate the planting with the irrigation work to ensure availability and proper location of irrigation items and plants.
5. Contractor shall ensure that there are no visual obstructions to vehicle lines of sight and traffic controls. Contractor shall field adjust tree and/or large shrub locations to avoid any such obstructions.
6. Trees shall be maintained by the owner to avoid future such obstructions by pruning trees and/or shrubs as necessary utilizing horticulturally sound techniques.
7. All planting shall be performed by personnel familiar with planting procedure and under the supervision of a qualified planting foreman.
8. All plant material shall be graded Florida No. 1 or better as outlined under Grades and Standards for Nursery Stock, Part I and II, published by the Florida Department of Agriculture and Consumer Services.
9. The minimum acceptable size of all plants, measured after pruning, with branches in normal positions, shall conform to the measurements specified on the plant list or as indicated on the landscape drawing. Height and spread dimensions refer to main body of the plant and not extreme branch tip to tip. Trunk caliper (trunk diameter) is measured 6 inches from the ground on trees up to and including 4 inches in caliper, and 12 inches from the ground for larger trees. Since trunks are seldom round, the average of the largest diameter and that perpendicular to it is referred to as caliper. When the plant list description calls out DBH or caliper at DBH, it shall govern over the caliper definition in this note.
10. The Landscape Architect or Owner shall have the right, at any stage of the operations, to reject any and all work and materials which, in his opinion, do not meet with the requirements of these specifications.
11. Except as otherwise specified, the Landscape Contractor's work shall conform to accepted horticultural practices as used in the trade.
12. Plants shall be protected upon arrival at the site, by being thoroughly watered and properly maintained until planted.
13. TOPSOIL

    Topsoil shall be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity that produces heavy growth. Topsoil shall have a pH range of 5.5 to 7.4, free from subsoil, objectionable weeds, litter, sods, stiff clay, stones larger than 1-inch in diameter, stumps, roots, trash, toxic substances, or any other material which may be harmful to plant growth or hinder planting operations. Top soil shall contain a minimum of three percent organic material. 6" Top Soil shall be placed in all turf & landscape areas.
14. All tree pits shall be excavated to size and depth in accordance with the Florida Grades & Standards for Nursery Stock, unless shown otherwise on the drawings, and backfilled with the specified planting soil. The Landscape Contractor shall test fill all tree pits with water before planting to assure proper drainage percolation is available.
15. The Landscape Contractor shall be responsible for proper watering of all plants. All plants shall be thoroughly watered at time of planting and kept adequately watered for plants to thrive as defined by Florida Grades and Standards for Nursery stock until time of acceptance. It shall be the Landscape Contractor's responsibility to assure that plants are not over watered.
16. It shall be the Landscape Contractor's responsibility to prevent plants from falling or being blown over, to re-straighten and replant all plants which lean or fall and to replace all plants which are damaged due to lack of proper guying or staking. The Landscape Contractor shall be legally liable for any damage caused by instability of any plant material.
17. All Palms to be staked as indicated per Palm staking details. All other trees to be stabilized utilizing 8' lodge poles per tree planting details.
18. Plants blown over by high winds, within the guaranteed period, shall not be cause for additional expense to the Owner, but shall be the responsibility of the Landscape Contractor. Damaged plants shall be replaced by the Landscape Contractor at no additional cost to the Owner.
19. Sod shall be of a species specified on the drawings and originate from a commercial turf grower, whose farm is free of muck soils. Muck grown sod will not be approved. It shall be a dense stand of live turf, reasonably free of weeds, well matted with grass roots in rectangles 12 inch by 24 inch or in 12 inch wide rolls in a length consistent with the equipment and methods used to handle the rolls and place the sod. Any netting contained within the sod shall be certified by the manufacturer to be bio-degradable. The soil and root mat shall be a minimum of 1-1/2 inch thick and must hold together during placement. Sod shall be place adjacent to one another to avoid gaps and overlaps. Joints shall be staggered between the rows. Sod placed on slopes exceeding 3:1 shall be pinned with turf staples. Sod turf, shall have been mowed a minimum of one week prior to cutting and delivery, so that the length of the turf is no longer than 4 inches at time of delivery. Place sod within 48 hours of cutting the sod. The sod shall be kept moist throughout the 48 hour period to maintain the health and viability of the sod. Submit a letter of certification to the Owner's CEI Representative, at time of delivery, as to the source of the sod, the time it was cut, the species and cultivars provided, last mowing date, and that the sod is free of fire ants. Sod which has been cut for longer than 48 hours after being cut shall not be used unless specifically authorized by Owner's CEI Representative.
20. It shall be the Contractor's responsibility to measure and determine the exact quantity of sod required for a complete job at the time of bidding or providing a price quote. The Owner shall not be responsible for additional cost due to the Contractor's under estimating of the quantity of sod for the original bid area.
21. The Landscape Contractor shall insure adequate vertical drainage in all plant beds, planters, and sod areas. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage. If well drained fill is necessary to assure positive drainage, this issue shall be brought up by the Landscape Contractor at time of bidding.
22. UNSUITABLE SUBSOILS
    Locations containing unsuitable subsoil shall be treated by one or more of the following:

    A. Where unsuitability is deemed by Owner or Owner's Representative to be due to excessive compaction caused by heavy equipment and where natural subsoil is other than AASHTO classification of A6 or A7, loosen such areas with spikes, discing, or other means to loosen soil to condition acceptable to Owner. Loosen soil to minimum depth of 12 inches with additional loosening as required to obtain adequate drainage. Contractor may introduce peat moss, sand, or organic matter into the subsoil to obtain adequate measures shall be considered as incidental, without additional cost to Owner.

    B. Where unsuitability is deemed by Owner or Owner's Representative to be due to presence of boards, mortar, concrete, graded aggregate base, or other construction materials in sub grade and where natural subsoil is other than AASHTO classification of A6 or A7, remove debris and objectionable material. Such remedial measures shall be considered as incidental, without additional cost to Owner.

    C. Where unsuitability is deemed by Owner to be because natural subsoil falls into AASHTO classification of A6 or A7 and contains moisture in excess of 30 percent, then installation of sub drainage system or other means described elsewhere in Specifications shall be used. Where such conditions have not been known or revealed prior to planting time and they have not been recognized in preparation of The Drawings and Specifications, then Owner shall issue pricing order to install proper remedial measures.

    D. Planting beds where existing subsoil is determined by Owner to be unsuitable for plant growth in accordance paragraph Unsuitable Subsoil herein shall be excavated to a depth of 12 inches or as needed to provide adequate drainage. Replace excavated soil with planting soil.
23. The Landscape Contractor shall ensure that his work does not interrupt established or projected drainage patterns.
24. The Landscape Contractor shall prune, shape and remove dead foliage/limbs from existing plant material to remain. Confirm with the Landscape Architect or Owner the extent of work required at time of Bidding.
25. Mulch - All plant beds shall be top dressed with 3" shredded hardwood mulch (or approved equal). Cypress mulch not permitted. A 5' diameter mulch ring is to be placed around trees located in sod areas or outside of planting beds. All mulch is to be kept a minimum of 6" from the base of all plant material.
26. Transplanted Material - The Landscape Contractor shall be responsible for determining and evaluating which plant materials are suitable for transplanting and shall verify this with the Landscape Architect or Owner. The Landscape Contractor shall take all reasonable, horticulturally acceptable measures to assure the successful transplanting of determined plant materials. The Landscape Contractor shall be responsible for replacing any relocated plant materials which die if such measures are not taken, as determined by the Landscape Architect or Owner. Replacement plants shall be of identical species and size if required.
27. MAINTENANCE PRIOR TO FINAL INSPECTION AND ACCEPTANCE:

    A. Maintenance shall commence after each plant is planted and the maintenance period shall continue until the job or specific phase of the job is accepted by the Landscape Architect or Owner. Extreme care shall be taken to instruct the Owner or his representatives in general maintenance procedures.

    B. Plant maintenance shall include watering, pruning, weeding, cultivating, mulching, tightening, and repairing of guys, replacement of sick or dead plants, resetting plants to proper grades or upright positions and restoration of the planting saucer and all other care needed for proper growth of the plants.

    C. During the maintenance period and up to the date of final acceptance, the Landscape Contractor shall do all seasonal spraying and/or dusting of trees and shrubs. Upon completion of all planting, an inspection for acceptance of work will be held. The Landscape Contractor shall notify the Landscape Architect or Owner for scheduling of the inspection 10 days prior to the anticipated date.

    D. At the time of the inspection, if all of the materials are acceptable, a written notice will be given by the Landscape Architect or Owner to the Landscape Contractor Stating the date when the Maintenance Period ends.

    GUARANTEE AND REPLACEMENT:

    A. All plant materials shall be guaranteed for one (1) year from the time of final inspection and interim acceptance shall be alive and in satisfactory growth for each specific kind of plant at the end of the guaranteed period.

    B. At the end of the guarantee period, any plant required under this contract that is dead or not in satisfactory growth, as determined by the Owner or the Landscape Architect, shall be removed and replaced. Replacement plants shall have an extended guarantee, as noted above, from time of replacement.

    C. All replacements shall be planted of the same kind and size as specified on the plant list. They shall be the responsibility of the Landscape Contractor.

CHICK-FIL-A LANDSCAPE NOTES

1. Landscape Contractor to read and understand the Landsacpe Specifications (sheet L-5.3) prior to finalizing bids. The Landscape Specifications shall be adhered to throughout the construction process.
2. Contractor is responsible for locating and protecting all underground utilities prior to digging.
3. Contractor is responsible for protecting existing trees from damage during construction.
4. All tree protection devices to be installed prior to the start of land disturbance, and maintained until final landscaping.
5. All tree protection areas to be protected from sedimentation.
6. All tree protection fencing to be inspected daily, and repaired or replaced as needed.
7. No parking, storage or other construction activities are to occur within tree protection areas.
8. All planting areas shall be cleaned of construction debris (ie. concrete, rock, rubble, building materials, etc) prior to adding and spreading of the topsoil.
9. General Contractor is responsible for adding a min of 4" clean friable topsoil in all planting beds and all grassed areas. Graded areas to be held down the appropriate elevation to account for topsoil depth. See Landscape Specifications for required topsoil characteristics.
10. In all parking lot islands, the General Contractor is responsible to remove all debris, fracture/loosen subrade to a min. 24" depth. Add topsoil to a 6"-8" berm height above island curbing; refer to landscape specifications and landscape island detail.
11. Prior to beginning work, the Landscape Contractor shall inspect the subgrade, general site conditions, verify elevations, utility locations, irrigation, approve topsoil provided by the General Contractor and observe the site conditions under which the work is to be done. Notify the General Contractor of any unsatisfactory conditions, work shall not proceed until such conditions have been corrected and are acceptable to the Landscape Contractor.
12. Any deviations from the approved set of plans are to be approved by the Landscape Architect.
13. All plant material shall be graded Florida No. 1 or better as outlined under Grades and Standards for Nursery stock Part 1 and 2, published by the Florida Department of Agriculture and Consumer Services.
14. Existing grass in proposed planting areas shall be killed and removed. Hand rake to remove all rocks and debris larger than 1 inch in diameter, prior to adding topsoil and planting shrubs.
15. Soil to be tested to determine fertilizer and lime requirements prior to laying sod.
16. Annual and perennial beds: add min. 4 inch layer of organic material and till to a min. depth of 12 inches. Mulch annual and perennial beds with 2-3 inch depth of mini nuggets.
17. All shrubs beds (existing and new) to be mulched with a min. 3 inch layer of mulch (double shredded hardwood mulch) [mulch type per region to be specified here].
18. Planting holes to be dug a minimum of twice the width of the root ball, for both shrub and tree. Set plant material 2-3" above finish grade. Backfill planting pit with topsoil and native excavated soil.
19. Sod to be delivered fresh (Cut less than 24 hours prior to arriving on site), laid immediately, rolled, and watered thoroughly immediately after planting. Edge of sod at planting beds are to be "V" trenched; see Landscape Details.
20. Any existing grass disturbed during construction to be fully removed, regraded and replaced. All tire marks and indentions to be repaired.
21. Water thoroughly twice in first 24 hours and apply mulch immediately.
22. The Landscape Contractor shall guarantee all plants installed for one full year from date of acceptance by the owner. All plants shall be alive and at a vigorous rate of growth at the end of the guarantee period. The Landscape Contractor shall not be responsible for acts of God or vandalism. See Landscape Specifications for Warranty requirements/expectations.
23. Any plant that is determined dead, in an unhealthy, unsightly condition, lost its shape due to dead branches, or other symptoms of poor, non-vigorous growth, shall be replaced by the Landscape Contractor. See Landscape Specifications for warranty requirements/expectations.
24. Site to be 100% irrigated in all planting beds and grass area by an automatic underground Irrigation System. See Irrigation Plan IR-1.0 for design. Irrigation as-built shall be provided to the Landscape Architect within 24 hours of irrigation install completion.
25. Stake all evergreen and deciduous trees as shown in the planting detail and as per the Landscape Specifications.
26. Remove stakes and guying from all trees after one year from planting.

CITY OF CORAL SPRINGS NOTES

1. A PRE-PLANTING MEETING SHALL BE SCHEDULED WITH THE CITY FORESTER OR LANDSCAPE INSPECTOR AND THE LANDSCAPE CONTRACTOR BEFORE ANY INSTALLATION BEGINS.
2. THE USE OF CYPRESS MULCH IS DISCOURAGED AND ALL MULCH IS TO BE KEPT AT A MINIMUM OF 6 INCHES FROM THE BASE OF ALL PLANT MATERIAL.
3. ALL MECHANICAL EQUIPMENT, DUMPSTER ENCLOSURES, AC UNITS, ETC. SHALL BE SCREENED WITH PLANT MATERIAL IN ADDITION TO THE MINIMUM LANDSCAPE REQUIREMENTS AT THE HEIGHT OF THE EQUIPMENT.
4. EXISTING MATURE TREES THAT ARE REMAINING ON SITE SHALL BE PROPERLY PRUNED BY A CERTIFIED ARBORIST PRIOR TO ANY CONSTRUCTION ACTIVITY TAKING PLACE, REFER TO NOTES BELOW.
5. ALL EXISTING TREES AND PALMS SHALL BE PROPERLY PRUNED BY A CERTIFIED ARBORIST PRIOR TO THE FINAL LANDSCAPE INSPECTION, REFER TO NOTES BELOW.
6. POLES AND TIES ARE TO BE REMOVED FROM TREES PRIOR TO PLANTING. TREES ARE TO BE ABLE TO STAND WITHOUT SUPPORT. THOSE THAT CAN NOT STAND UPRIGHT WILL BE REJECTED.
7. THE USE OF SISAL STRAPPING/ROPE IS REQUIRED TO BE INCORPORATED AROUND THE TREE WHEN WELLINGTON TAPE IS USED TO STABILIZE THE PLANTING.
8. LANDSCAPE MATERIAL PLACED ADJACENT TO CURBING SHALL BE PLANTED 3 FEET BACK FROM FACE OF CURBS.
9. ALL INVASIVE SPECIES AND PALMS SPROUTING FROM MOTHER NATURE ALONG THE CANAL ON THE SOUTH SIDE NEED TO BE REMOVED. THE AREA SHOULD ONLY BE SOD TO THE EDGE OF WATER, ST. AUGUSTINE SOD IS TO BE USED.

NOTE: CITY OF CORAL SPRINGS NOTES SUPERCEDE ALL OTHER NOTES AND DETAILS

PLANT LIST

SYM	COMMON NAME	BOTANICAL NAME	DESCRIPTION	QTY.	NATIVE	DROUGHT TOLERANCE
	TREES					
CO	SATIN LEAF	CHRYSOPHYLLUM OLIVIFORME	3" D.B.H., 18' MIN. HT., 5' SPRD., STD. TRUNK	11	Y	H
QV	LIVE OAK	QUERCUS VIRGINIANA	3" D.B.H., 18' MIN. HT., 8' SPRD., 5' CT.	17	Y	H
MF	SIMPSON'S STOPPER	MYRCIANTHES FRAGRANS	3" D.B.H., 12' MIN. HT., 5' SPRD.	9	Y	H
LL	WILD TAMARIND	LEUCAENA LEUCOCEPHALA	3" D.B.H., 14' MIN. HT., 6' SPRD., 5' CT.	12	Y	H
CES	SILVER BUTTONWOOD	CONOCARPUS ERECTUS 'SERICEUS'	3" D.B.H., 14' MIN. HT., 4' SPRD.	12	Y	H
CE	GREEN BUTTONWOOD	CONOCARPUS ERECTUS	3" D.B.H., 15' MIN. HT., 6' SPRD.	15	Y	H
TD	BALD CYPRESS	TAXODIUM DISTICHUM	3.5" D.B.H., 16' MIN HT., 4' SPRD.	24	Y	M
SP	CABBAGE PALM	SABAL PALMETTO	CLEAN STRAIGHT TRUNK, REGEN. HEADS, BOOTS REMOVED, REFER TO PLAN FOR CT.	44	Y	H
AR	RED MAPLE	ACER RUBRUM	3" D.B.H., 14' MIN. HT., 6' SPRD.	11	Y	M
EX	EXISTING TREES	REFER TO TREE REMOVAL PLAN FOR DETAILS				
	SHRUBS					
HP	FIREBUSH	HAMELIA PATENS	30"MIN. HT., 24"MIN. SPRD., 36" O.C.	298	Y	M
CI	RED TIP COCOPLUM	CHRYSOBALANUS ICACO 'RED TIP'	18" MIN. HT., 24" MIN. SPRD., 24" O.C.	222	Y	H
	GROUNDCOVER					
BF	BULBINE	BULBINE FRUTESCENS 'DESERT CANDLE'	FULL, 6" HT. 8" SPRD., 12" O.C.	350	N	M
FM	GREEN ISLAND FICUS	FICUS MICROCARPA	12" MIN. HT., 12" SPRD., 30" O.C.	48	N	H
EL	GOLDEN CREEPER	ERNODEA LITTORALLIS	1 GAL., 3" MIN. HT., 8" SPRD., 18" O.C.	608	Y	M
ZP	COONTIE	ZAMIA PUMILA	15" MIN. HT., 10" SPRD., 30" O.C.	67	Y	H
MC	MUHLY GRASS	MUHLENBERGIA CAPILLARIS	18" MIN. HT., 18" SPRD., 24" O.C.	244	Y	H
VO	MRS. SCHILLER'S DELIGHT	VIBURNUM OBOVATUM 'MRS. SCHILLERS DELIGHT'	15" MIN. HT., 15" SPRD., 24" O.C.	69	Y	H
BAHIA SOD	ARGENTINE BAHIA ST. AUGUSTINE GRASS	PASLALLIM NOTATUM 'ARGENTINE' STENOTAPHRUM SECUNDATUM	SOLID SOD, CONTRACTOR TO VERIFY QTY. SOLID SOD, CONTRACTOR TO VERIFY QTY.			

Y = NATIVE SPECIES, N = NON-NATIVE SPECIES, H = HIGH DROUGHT TOLERANCE, M = MODERATE DROUGHT TOLERANCE
D.B.H. = DIAMETER MEASURED AT 4.5' FROM TOP OF ROOTBALL

NOTE:
1. PLANT DESCRIPTIONS ARE FOR MINIMUM ACCEPTABLE SPECIFICATIONS. ALL CRITERIA LISTED FOR CONTAINER SIZE, CALIPER, HEIGHT, SPREAD, ETC. MUST BE MET FOR PLANT MATERIAL ACCEPTANCE. FOR EXAMPLE, IF A THREE GALLON SHRUB DOES NOT MEET THE HEIGHT OR SPREAD SPECIFICATION, IT WILL NOT BE ACCEPTED.
2. IF SPECIFIED PLANTS ARE UNAVAILABLE AT TIME OF CONSTRUCTION, CONTRACTOR MAY REPLACE SPECIFIED PLANTS WITH PLANTS APPROVED BY LANDSCAPE ARCHITECT AND CITY STAFF.
3. ALL OPEN SPACE AREAS WITHIN THE PROPERTY SHALL BE SODDED UNLESS PAVED, SEEDED AND MULCHED OR PLANTED WITH SHRUBS AND GROUND COVER.
4. ALL LANDSCAPED AREAS WILL BE 100% IRRIGATED WITH A CENTRAL AUTOMATIC IRRIGATION SYSTEM INCLUDING A RAIN SENSOR.
5. CONTRACTOR SHALL REPLACE ANY EXISTING SOD OR OTHER PLANT MATERIALS DAMAGED DURING CONSTRUCTION IN AREAS THAT ARE OUTSIDE PROPOSED LANDSCAPE AS SHOWN ON THE PLAN.

Galen J Pugh
Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D0000180F7712EC7000, 8443, CN=Galen J Pugh
Date: 2023.10.19 16:30:21-04'00'

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State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000926
Landscape No. LC000298

GALEN J. PUGH LANDSCAPE ARCHITECT LA0001522 STATE OF FLORIDA
Galen J. Pugh, RLA
LA0001522
Oct 19, 2023

CHICK-FIL-A
Coral Springs
1341 N. University Drive
Coral Springs, Florida 33071

FSR#01877

BUILDING TYPE / SIZE: S03 A TYPE/4,625 S.F.
RELEASE: vX.YY.MM

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
1		
2		
3		
4		

CONSULTANT PROJECT # C29142
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SHEET
LANDSCAPE NOTES

SHEET NUMBER
L-5.0

Permit

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TREE LIST						
NUMBER	NAME	D.B.H. INCHES	CONDITION	STATUS	REMARKS	D.B.H. REMOVED
1323	POND CYPRESS	12	2	REMOVE		12
1324	POND CYPRESS	8.4	2	REMAIN		
1325	SILVER BUTTONWOOD	7	3	REMAIN		
1326	SILVER BUTTONWOOD	6	3	REMAIN		
1327	MAGNOLIA	3	3	REMOVE		3
1328	CRAPE MYRTLE	4,3,3,3,2,2	3	REMAIN		
1329	CRAPE MYRTLE	2,2,2,2,2,2,2,2	3	REMAIN		
1330	POND CYPRESS	7	3	REMAIN		
1331	POND CYPRESS	4	3	REMAIN		
1332	POND CYPRESS	6.5	3	REMAIN		
1333	GREEN BUTTONWOOD	11.9	3	REMAIN		
1334	POND CYPRESS	3	4	REMOVE	CONDITION	3
1335	POND CYPRESS	2	4	REMOVE	CONDITION	2
1336	GREEN BUTTONWOOD	15.2	3	REMAIN		
1337	POND CYPRESS	2	3	REMAIN		
1338	GREEN BUTTONWOOD	10.9	3	REMAIN		
1339	SILVER BUTTONWOOD	3	3	REMAIN		
1340	SILVER BUTTONWOOD	4	3	REMAIN		
1341	GREEN BUTTONWOOD	14	3	REMAIN		
1342	CABBAGE PALM	12	3	REMAIN		
1343	SILVER BUTTONWOOD	3.5	3	REMAIN		
1344	CABBAGE PALM	13	3	REMAIN		
1345	LIVE OAK	13.2	2	REMAIN		
1346	CRAPE MYRTLE	3,5,3,4,5	3	REMOVE	*	
1347	LIVE OAK	9.9	2	REMAIN		
1348	CRAPE MYRTLE	8,8,7	4	REMOVE	CONDITION	24
1349	DAHOON HOLLY	2.5	3	REMAIN		
1350	CRAPE MYRTLE	2,2,2,2,2,2,2,2,2	3	REMOVE	*	
1351	LIVE OAK	12	2	REMAIN		
1352	CRAPE MYRTLE	4,5,6,6,7	4	REMOVE	CONDITION	28
1353	SILVER BUTTONWOOD	4	3	REMOVE		4
1354	CRAPE MYRTLE	6,6,6,4,3,3,3	4	REMOVE	CONDITION	31
1355	CRAPE MYRTLE	2,3,3,4,6,6,6	4	REMOVE	CONDITION	30
1356	LIVE OAK	7	3	REMOVE		7
1357	SILVER BUTTONWOOD	13.4	3	REMAIN		
1358	SILVER BUTTONWOOD	8	3	REMAIN		
1359	SILVER BUTTONWOOD	7	3	REMAIN		
1360	SILVER BUTTONWOOD	4	3	REMOVE		4
1361	CABBAGE PALM	11	2	REMAIN		
1362	CABBAGE PALM	11	2	REMAIN		
1363	JOEWOOD	8	3	REMAIN		
1364	CABBAGE PALM	10.2	3	REMAIN		
1365	CABBAGE PALM	10.8	3	REMAIN		
1366	SILVER BUTTONWOOD	7	3	REMAIN		
1367	CABBAGE PALM	11	3	REMAIN		
1368	CABBAGE PALM	11	3	REMAIN		
1369	CABBAGE PALM	11	3	REMAIN		
1370	CABBAGE PALM	11	3	REMAIN		
1371	CABBAGE PALM	11	3	REMAIN		
1372	CABBAGE PALM	11	3	REMAIN		
1373	CABBAGE PALM	11	3	REMAIN		
1374	SILVER BUTTONWOOD	8.6	2	REMAIN		
1375	SILVER BUTTONWOOD	12.1	2	REMAIN		
1376	DAHOON HOLLY	5.6	4	REMOVE	CONDITION	5.6
1377	DAHOON HOLLY	5	4	REMOVE	CONDITION	5
TREE CONDITIONS: 1 - EXCELLENT, 2 - GOOD, 3 -FAIR, 4 - POOR, 5 - VERY POOR, 6 - DEAD						

* TREES REMOVED AT CITY OF CORAL SPRINGS REQUEST

TOTAL PALMS REMOVED: 32

TOTAL PALMS PROPOSED: 32

TREE CONDITIONS INCHES REMOVED
CONDITION 1-3: 789.6"
CONDITION 4-6 (POOR-DEAD): 152.8"

TREE REPLACEMENT
MITIGATION TREE INCHES: 114"
UPSIZED CODE REQUIRED TREE SURPLUS INCHES: 79"
TOTAL MITIGATION INCHES PROPOSED: 193"

THIS SHEET NOT VALID FOR CONSTRUCTION UNLESS STAMPED APPROVED

Always call 811 two full business days before you dig
Sunshine811.com
www.sunshine811.com

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

www.cphcorp.com
A Full Service
A & E Firm

Plans Prepared By:
CPH ,Inc.
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000926
Landscape No. LC000298

STATE OF FLORIDA REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522

Galen J. Pugh, RLA
LA0001522
Oct 19, 2023

This item has been digitally signed and sealed by Galen J. Pugh on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

CHICK-FIL-A
Coral Springs
1341 N. University Drive
Coral Springs, Florida 33071

FSR#01877

BUILDING TYPE / SIZE: S03 A TYPE/4,625 S.F.
RELEASE: vX.YY.MM

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
1		
2		
3		
4		

CONSULTANT PROJECT # C29142
PRINTED FOR Permit
DATE 10/20/2021
DRAWN BY CPH Inc.

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Permit

SHEET
TREE REMOVAL NOTES AND DETAILS

SHEET NUMBER
TR-5.1

D8 WEST ELEVATION
3/16" = 1'-0"

C8 NORTH ELEVATION
3/16" = 1'-0"

B8 SOUTH ELEVATION
3/16" = 1'-0"

A8 EAST ELEVATION
3/16" = 1'-0"

FINISH SCHEDULE - EXTERIOR

MARK	DESCRIPTION	MANUFACTURER	MODEL NAME	MODEL NUMBER	COLOR	NOTE
EXTERIOR						
BR-A	BRICK VENEER (PRIMARY)	*	MODULAR	*	*	MATCH EXISTING
CP-1	CANOPY METAL FASCIA		DURA COAT	DC19ST-2703	DARK BRONZE	OIL RUBBED BRONZE METALLIC TEXTURE PVD
CP-2	CANOPY METAL DECK				WHITE	SMOOTH WHITE, HIGH GLOSS
EC-1	PARAPET WALL COPING	DUROLAST / EXCEPTIONAL METALS			WHITE	MATCH EXISTING
PT-100	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 2807	ROOKWOOD	REFUSE ENCLOSURE. FINISH: SEMI-GLOSS ON DOOR FRAMES, SATIN ON WALLS
PT-113	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350		DARK BRONZE	FINISH: SEMI-GLOSS
SC-1	STUCCO	SHERWIN WILLIAMS	NOMADIC DESERT	PT-103	SW6107	FINISH: SAND MEDIUM
SC-2	STUCCO	SHERWIN WILLIAMS	TOASTY	PT-109	SW6095	FINISH: SAND MEDIUM
SC-3	STUCCO	SHERWIN WILLIAMS	GROUNDED	PT-116	SW6089	FINISH: SAND MEDIUM
ST-1	STOREFRONT	YKK	YES 45		MATCH EXISTING	

SC-1 / PT 103
NOMADIC DESERT
CODE: SW6107

SC-2 / PT 109
TOASTY
CODE: SW6095

SC-3 / PT 116
GROUNDED
CODE: SW6089

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

www.cphcorp.com

A Full Service
A & E Firm

Plans Prepared By :
CPH, Inc.
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA26009226
Lndscp. Lic. No. LC0000298

STATE OF FLORIDA
TIMOTHY K. SHERRARD
AR92948
REGISTERED ARCHITECT

CHICK-FIL-A
CORAL SPRINGS

1341 N. UNIVERSITY DRIVE
CORAL SPRINGS, FL 33071

FSR# 1877

BUILDING TYPE / SIZE: SRI S03A ALL
RELEASE: v2_20.08

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

PERMIT

CONSULTANT PROJECT #	C29142
PRINTED FOR	PERMIT
DATE	12-11-2021
DRAWN BY	Author

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SHEET
EXTERIOR COLORED ELEVATIONS

SHEET NUMBER
A-302

Autodesk Docs://FL_01877_Coral Springs_2020.10_REII/01877_Coral Springs_ARC.rvt
8/25/2023 11:39:15 AM
10-S03A-1877-A-302-EXTERIOR COLORED ELEVATIONS

TRAFTECH ENGINEERING, INC.

Ms. Jenna Lane – Planning Manager
Development Services Department
9500 W. Sample Road
Coral Springs, Florida 33065

October 3, 2023

Re: Chick-fil-A (1341 N University Drive) – Coral Springs, Florida
Review of Queuing Analysis, Parking Study, and Traffic Study

Dear Jenna:

Traf Tech Engineering, Inc. reviewed the Chick-fil-A Queuing Analysis, Parking Study, and Traffic Impact Statement prepared by cph dated March 2023. Additionally, the proposed site improvement plans (Sheets C-2.0A) dated 5/26/2023) illustrating the new internal circulation, drive-through layout and stacking capacity was also reviewed. The following is a summary of our findings:

- Traf Tech Engineering, Inc. concurs that the proposed site improvement plan is superior to the current conditions at the site from a queuing standpoint. The new plan provides queuing lanes separate from parking aisles, which is desirable and provides more queuing capacity.

- The Parking Study demonstrates the 116 on-site parking spaces are sufficient to accommodate the peak parking demands of the expanded Chick-fil-A restaurant and bridal store.

- Based on the traffic study, the level of service of the immediate roadways and intersections is projected to be acceptable. Figure 4 of the traffic study shows a southbound right-turn movement of 2% at Shadow Wood Boulevard and the private access road. This should be corrected to show a southbound through movement. Also, the westbound approach percentages at University Drive/Shadow Wood Boulevard show 75% trip assignment while only 63% should be assigned. These corrections will not affect the conclusions of the traffic study.

- To ensure adequate geometry at the future drive-through lanes, the applicant should provide AutoTURN analyses showing two side-by-side vehicles executing the two 90-degree turns of the future drive-through lanes.

Sincerely,

TRAF TECH ENGINEERING, INC.

Joaquin E. Vargas, P.E.
Senior Transportation Engineer

CORAL SPRINGS
EVERYTHING UNDER THE SUN

September 26, 2023

Julie Krolak
Director of Development Services
9500 West Sample Road
Coral Springs, FL 33065

Re: Letter of Support for the Approval of SE23-0006/CA23-0004

Dear Ms. Krolak,

The Coral Springs Office of Economic Development has reviewed the plans to modify the drive-through configuration at Chick-Fil-A and supports approval.

The establishment is very popular and the drive-through line often backs up on to University Drive which can be a hazard. The reconfiguration will ease the congestion and improve the flow of traffic.

Chick-Fil-A is well-known as a good community partner and their philanthropic contributions have a positive impact on the City and its residents.

Best regards,

Kristi J. Bartlett

Kristi J. Bartlett, CEcD, FRA-RP
Director of Economic Development
City of Coral Springs

Summary Sheet

Agenda Item: 5.

Meeting Date: November 1, 2023

Subject: Special Exception Petition, Chick-fil-A (SE23-0006) (Julie Krolak)

Requested Action: Request to hold quasi-judicial hearing and public hearing to approve petition of Nicole Cianchetti, on behalf of CFNA-NC Townridge Square, LLC and Carol Ann Revere Living Trust, seeking Special Exception (SE23-0006) approval from Land Development Code Section 250819 (Drive-through Service Windows, Lanes, Markings and Stacking Spaces Required) relative to drive-through lane configuration to accommodate proposed improvements to an existing fast-food restaurant (Chick-fil-A) within the Community Business (B-2) and Low Medium Density Multiple-Family (RM-15) zoning districts, located at 1331-1341 University Drive, east of University Drive and south of NW 14th Street, legally described as a portion of Parcel L and Lots 1-3, Block W, Ramblewood South; and authorize the City Attorney's Office to draft an order approving SE23-0006 and adopt said order. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (SE23-0006) (REQUEST TO HOLD PUBLIC HEARING AND QUASI-JUDICIAL HEARING, APPROVE, AUTHORIZE, AND ADOPT)

Funding Source: Not Applicable

Placement: Public Hearings/Special Meeting Announcements

Attachments: Summary Sheet
#1 - Petition and Backup
#2 - Site Map
#3 - Aerial
#4 - Site Plan Landscape Plan and Color Elevations
#5 - Traffic Review Memo
#6 - Noise Letter Chic-fil-A 2023
#7 - Letter of Support for Chickfila

Presenting: Julie Krolak

Meeting: November 1, 2023
Department: Development Services/ Community Development
Initiated By: Julie Krolak
DOC ID:1763

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Special Exception Petition (SE23-0006) Chick-fil-A

PLACEMENT: Public Hearing

REQUESTED ACTION: Request to hold quasi-judicial hearing and public hearing to approve petition of Nicole Cianchetti, on behalf of CFNA-NC Townridge Square, LLC and Carol Ann Revere Living Trust, seeking Special Exception (SE23-0006) approval from Land Development Code Section 250819 (Drive-through Service Windows, Lanes, Markings and Stacking Spaces Required) relative to drive-through lane configuration to accommodate proposed improvements to an existing fast-food restaurant (Chick-fil-A) within the Community Business (B-2) and Low Medium Density Multiple-Family (RM-15) zoning districts, located at 1331-1341 University Drive, east of University Drive and south of NW 14th Street, legally described as a portion of Parcel L and Lots 1-3, Block W, Ramblewood South; and authorize the City Attorney's Office to draft an order approving SE23-0006 and adopt said order. Funding Source: Not applicable. (SE23-0006) (REQUEST TO HOLD PUBLIC HEARING AND QUASI-JUDICIAL HEARING, APPROVE, AUTHORIZE, AND ADOPT) Strategic Goal: A Family-Friendly Community.

LOCATION: 1331-1341 University Drive, generally located east of University Drive south of NW 14th Street (See Location Map)

PRIOR ACTION:

10/09/2023	Board voted (5-0) unanimously to forward a favorable recommendation, with conditions, of CA23-0004 and SE23-0006 relative to the expansion of Chick-fil-A and drive-through improvements.
01/03/2006	Commission approved Conditional Use Petition Q3-CA-05 and Plat Waiver Q5-PW-05 for a Chick-fil-A to be constructed at 1331-1341 University Drive.

STAFF RECOMMENDATION: THAT THE CITY COMMISSION:

1. **HOLD A QUASI-JUDICIAL HEARING AND PUBLIC HEARING AND APPROVE SE23-0006 RELATIVE TO LAND DEVELOPMENT CODE SECTION 250819 (DRIVE-THROUGH SERVICE WINDOWS, LANES, MARKINGS AND STACKING SPACES REQUIRED) PURSUANT TO THE FOLLOWING CONDITIONS:**
   - **A. PETITIONER SHALL INSTALL A MINIMUM SIX-FOOT HIGH PRIVACY WALL ALONG THE EAST SIDE OF THE PROPERTY LINE OF LOTS 1, 2, AND 3. DENSE LANDCSCAPING SHALL BE INSTALLED ON BOTH SIDES OF THE WALL AT STAGGARING HEIGHTS TO BREAK THE DIRECT LINE OF SITE AS APPROVED BY CITY ARBORIST;**
   - **B. LARGER TREES SHALL BE INSTALLED ON SITE AT A HEIGHT BETWEEN 14-16 FEET TO COINCIDE WITH EXISTING DEVELOPMENTS NEARBY;**
   - **C. PETITIONER SHALL SUBMIT AND RECORD A UNITY OF CONTROL FOR THE COMBINATION OF LOTS 1-3 AND THE PORTION OF PARCEL L TO BE ONE DEVELOPABLE SITE PRIOR TO OBTAINING SITE PLAN APPROVAL;**
   - **D. ANY PLATTING ACTIONS REQUIRED BY THE CITY SHALL BE COMPLETED AND APPROVED PRIOR TO ISSUANCE OF ANY BUILDING PERMITS;**
   - **E. ANY EASEMENTS REQUIRED TO BE DEDICATED OR VACATED SHALL BE APPROVED BY CITY COMMISSION PRIOR TO ISSUANCE OF ANY BUILDING PERMIT;**
   - **F. PROJECT SHALL BE SUBSTANTIALLY DEVELOPED ACCORDING TO THE SITE PLAN AND CONDITIONS DESCRIBED IN THIS MEMORANDUM;**
   - **G. UPON SUBSTANTIAL COMPLETION, THE SPECIAL EXCEPTION SHALL RUN WITH THE LAND AND BE TRANSFERRABLE FROM ONE OWNER TO ANOTHER;**
   - **H. PETITIONER SHALL MAKE A GOOD FAITH EFFORT TO REACH OUT TO THE ADJACENT NEIGHBOR TO DETERMINE IF ADDITIONAL CONSIDERATION CAN BE MADE TO THE WALL AND LANDSCAPING; AND**
2. **AUTHORIZE THE CITY ATTORNEY'S OFFICE TO DRAFT AN ORDER APPROVING SE23-0006 AND ADOPT SAID ORDER.**

42 property owners have been notified.

Attachments:
#1 – Petition SE23-0006 with backup
#2 – Site Map
#3 – Aerial Map
#4 – Proposed Site Plan, Landscape Plan, and Color Elevations
#5 – Letter from City's Traffic Consultant, Traf Tech Engineering, Inc.
#6 – Letter from City's Noise Consultant, Noise Control Services, Inc.
#7 – Letter from the City of Coral Springs Economic Development Office

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet
Meeting: November 1, 2023

Subject: Chick-fil-A Improvements – Special Exception (SE23-0006)

SUBJECT: PETITION OF NICOLE CIANCHETTI ON BEHALF OF CFNA-NC TOWNRIDGE SQUARE, LLC AND CAROL ANNE REVERE LIVING TRUST FOR A SPECIAL EXCEPTION FROM LAND DEVELOPMENT CODE SECTION 250819 (DRIVE-THROUGH SERVICE WINDOWS, LANES, MARKINGS AND STACKING SPACES REQUIRED) RELATIVE TO DRIVE-THROUGH LANE CONFIGURATION TO ACCOMMODATE PROPOSED IMPROVEMENTS TO AN EXISTING FAST-FOOD RESTAURANT (CHICK-FIL-A) WITHIN THE COMMUNITY BUSINESS (B-2) AND LOW MEDIUM DENSITY MULTIPLE-FAMILY (RM-15) ZONING DISTRICTS, LOCATED AT 1331-1341 UNIVERSITY DRIVE, EAST OF N UNIVERSITY DRIVE AND SOUTH OF NW 14TH STREET, LEGALLY DESCRIBED AS A PORTION OF PARCEL L AND LOTS 1-3, BLOCK W, RAMBLEWOOD SOUTH.

GENERAL INFORMATION:

PETITIONER:	Nicole Cianchetti on behalf of CFNA-NC Townridge Square, LLC and Carol Anne Revere Living Trust
LOCATION:	1331-1341 University Drive, east of University Drive and south of NW 14th Street
LEGAL DESCRIPTION:	Parcel L and Lots 1-3, Block W, Ramblewood South
ACREAGE:	2.91 acres
LAND USE:	Commercial and Residential Medium
ZONING:	Community Business (B-2) and Low Medium Density Multiple-Family (RM-15)

ADJACENT ZONING/LAND USES:

North: Mobile gas station and NW 14th Street/Shadow Wood Boulevard (70' right-of-way), zoned Community Business and Low Medium Density Multiple-Family (RM-15)
South: Coral Springs Improvement District Canal L-106 (100' right-of-way), then Ramblewood Square commercial plaza, zoned General Business (B-3)
East: NW 94th Way (60' right-of-way), and multifamily residences, zoned Low Medium Multiple-Family (RM-15)
West: University Drive (120' right-of-way), then Coral Rock commercial plaza, zoned Community Business (B-2)

BACKGROUND / DESCRIPTION

Nicole Cianchetti ("Petitioner"), on behalf of the property owners CFNA-NC Townridge Square, LLC and Carol Anne Revere Living Trust, is proposing improvements to the existing fast-food restaurant (Chick-fil-A), including expansion of the drive-through from one lane to two lanes and increased parking.

While the building is situated on the 1.43 acre lot fronting University Drive, there is additional business-related parking located on the lots in the rear across the vacated alley, adjacent to the

multifamily residences to the east. The overall development proposes to increase the existing 4,625 square foot restaurant by approximately 232 square feet, in addition to reconfiguring the drive-through and parking behind the building. The existing building includes Chick-fil-A and a bridal shop with shared parking throughout the site. There is also cross access between the site and the Mobile gas station to the north.

Currently, the restaurant's configuration requires customers entering the drive-through from University Drive or the Mobile gas station to circulate from the front of the building through existing parking in a counter-clockwise movement along the south of the building. As a result, stacking overflows on University Drive, which impedes traffic during peak hours. The proposed improvements are anticipated to not only eliminate stacking on University Drive but provide overall better circulation throughout the site. Vehicles will enter from the existing access on University Drive and head directly east to the rear lots, enter into either two of the new drive-through lanes and circulate in a clockwise motion.

Currently, the site has 73 parking spaces to accommodate both uses. The proposed improvements will provide a total of 116 parking spaces, with the additional parking primarily on Lots 2 and 3. Since the area proposed for the parking lot is currently densely vegetated with invasive exotics, the Petitioner is proposing to clear the area and provide substantial landscaping with a retention pond on Lot 1, the northernmost section of the site.

It is important to note the improvements to the fast-food restaurant also require Conditional Use approval. Conditional Use Petition CA23-0004 is being reviewed concurrently with the Special Exception petition, which is subject to Planning and Zoning Board review and City Commission approval.

ANALYSIS

The following is an analysis of the project as it relates to Sections of the Land Development Code (LDC) requiring an exception.

Section 250819 (Drive-through Service Windows, Lanes, Markings and Stacking Spaces Required)

The Code requires two additional lanes for drive-throughs, including separate escape and circulation lanes. Specifically, Section 250819(a) states, "Businesses that provide a drive-through service are required to provide drive-through service lane or lanes, whether for stacking or queuing, as separate and distinct lanes from the circulation lanes necessary for entering or exiting the property." Based on the two drive-through lanes proposed by the Petitioner, compliance with the LDC would require four separate lanes: two 10 foot wide drive-though lanes, one 10 foot wide escape lane, and one 10 foot wide circulation lane.

While the Petitioner is proposing a 12 foot wide circulation (bypass) lane, a separate escape lane is not included in the proposed reconfiguration of the site. Instead, the Petitioner is proposing one lane to serve as both the escape lane and circulation lane.

The proposed configuration shifts the drive-through to the rear of the property, thus relocating the vehicles stacked along University Drive to within the site boundary. This is anticipated to

alleviate build-up of vehicles on the roadway and provide ample space for customers to wait within the designated drive-through lane area. The expected outcome of the improvements is intended to create more efficient traffic circulation throughout the site, in addition to the right-of-way. Following review of the traffic study and site plan, the City's traffic consultant concluded the proposed improvements will not degrade the level of service of the surrounding roadways. Further, the City's traffic consultant found the improvements superior to the current conditions of the site, relative to the queuing and stacking. The proposed queuing lanes are considered desirable and provide more queuing capacity for the site.

CRITERIA FOR A SPECIAL EXCEPTION

A Special Exception is relief granted by the City Commission whenever the Commission determines literal enforcement of any section of the Land Development Code has one of the two following effects:

1. Produces a result, which is not only a burdensome hardship, but is inconsistent with the general public welfare; or,

2. Produces a result, which is not only inconsistent with municipal intent in the adoption of any particular section of the Land Development Code, inclusive of the Comprehensive Plan, but also inconsistent with the general public welfare.

The Petitioner is seeking relief under the first criterion. While the drive-through expansion requires a Special Exception relative to separate escape and circulation lanes, the intent of the Code is being met. The reconfiguration of the drive-through is expected to improve the circulation throughout the site, in addition to reducing the stacking toward the front of the property and University Drive. The Petitioner will continue to work with Staff to provide sufficient screening and buffering surrounding the proposed redevelopment. As part of the requirements of the conditional use, the Petitioner submitted a noise study which was approved by the City's noise consultant. The City's noise consultant recommended a continuous wall and dense landscaping be provided along the entire length of east property line adjacent to multifamily residences to mitigate impacts to the adjoining properties.

CONCLUSION

Based on the above analysis, Staff finds the Special Exception petition meets the criteria as required by the Land Development Code. Staff recommends the Planning and Zoning Board forward a favorable recommendation to the City Commission relative to SE23-0006.

INTERVENING ACTION FROM THE OCTOBER 9, 2023 PLANNING & ZONING BOARD MEETING

During the Planning and Zoning Board meeting, a resident expressed concerns with the development of the parking area and loss of trees on the east lots adjacent to her family home. She requested the Petitioner consider shifting the proposed wall west away from the residential property to allow for additional landscaping.

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet
Meeting: November 1, 2023

Subject: Chick-fil-A Improvements – Special Exception (SE23-0006)

The Planning and Zoning Board voted (5-0) to forward a favorable recommendation to the City Commission of SE23-0006 subject to conditions on page 1. The Board added a condition for the Petitioner to contact the adjacent neighbor to determine if additional consideration can be made for the request to move the wall to the west.

Due to the retention area necessary to accommodate stormwater drainage, the wall cannot be shifted further west. However, the Petitioner worked with the City Arborist to provide additional trees and landscaping with varying heights on both sides of the wall. The site and landscape plans have been updated to demonstrate the wall along the full length of the property line and additional landscaping to address Conditions A and H.

Community Development
9500 West Sample Road | Coral Springs, FL 33065
coralsprings.gov/communitydevelopment
Phone: (954) 344-1160 | Fax: (954) 344-1181
Monday-Thursday 8:00 am-5:30 pm | Friday 8:00 am-3:00 pm

Hover form fields for instructions.

Special Exception (SE) Petition

To: PLANNING AND ZONING BOARD AND/OR CORAL SPRINGS CITY COMMISSION
A SPECIAL EXCEPTION FROM THE CORAL SPRINGS LAND DEVELOPMENT CODE
IS HEREBY REQUESTED

Petitioner Information

Name: Nicole Cianchetti
Email: ncianchetti@cphcorp.com
Street address: 1117 E Robinson Street
Phone: 407-425-04
City: Orlando
State: Florida
ZIP Code: 32801
Legal description of subject property: See attached

Authorized Agent to Owner
Relation to subject property

Code Section 250819
Code provision(s) from which you seek relief

According to Section 101 of the Coral Springs Land Development Code, a Special Exception is relief that may be granted when a literal enforcement of a particular code section would have one of the following results. Select the statement that applies and provide the requested information in the space provided below.

(●) Produces a result which is not only a burdensome hardship, but is also inconsistent with the general public welfare
1. Explain in detail how this code section produces a result which is a burdensome hardship.
2. Explain in detail how this code section is inconsistent with the general public welfare.

( ) Produces a result which is not only inconsistent with the Municipal intent in the adoption of any particular section of the Municipal Code, inclusive of the Comprehensive Plan, but also inconsistent with the general public welfare
1. Explain in detail how this code section produces a result which is inconsistent with Municipal intent underlying any particular section of the Municipal Code.
2. Explain in detail how this code section is consistent with the general public welfare.

Detailed explanation of the option selected above
See attached document

THIS IS TO CERTIFY THAT I AM THE OWNER OF THE SUBJECT PROPERTY DESCRIBED IN THIS SPECIAL EXCEPTION. I HAVE READ THIS PETITION AND THE STATEMENTS CONTAINED HEREIN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

◯ I am the owner in fee simple of subject lands described above in the Petition for Administrative Variance.

◯ I am the owner of subject lands described above in the Petition for Variance and that I have authorized the following person to make and file the aforesaid petition.

Nicole Cianchetti

Name

See attached Owner's Authorizations

1117 E Robinson Street, Orlando, FL 32771

Address

Owner signature/date

4077010961

Phone

Digitally signed by Nicole E Cianchetti
DN: C=US, O=Florida, dnQualifier=A01410C000001849A99B09A0002E6E2, CN=Nicole E Cianchetti
Reason: I am the author of this document
Location: your signing location here
Date: 2023.10.23 14:22:40-04'00'

Petitioner signature/date (if not owner)

Notary Public

The foregoing instrument was acknowledged before me on _____

by means of: ◯ physical presence ◯ online notarization ◯ took an oath ◯ did NOT take an oath

◯ personally known ◯ produced identification ID type _____

Notary signature/date

My commission expires

Notary seal

Application is not complete and will not be scheduled for processing until the following items are provided:

- Site and location maps of the subject property, containing digital PDF copies of all documents
- Two (2) sets of site plans of subject property for actual submission to Planning & Zoning Board
- Proof of ownership of the property (attorney's opinion of title or title certificate dated within 30 days of submission
- Property owner approval of the petition
- Proof of non-profit status, if applicable

Fee: $2,388.43 plus recordation fee, property owner notification, and/or advertising costs to be determined by City Clerk (954-344-1065).

Submit by Email

To Be Completed by the Community Development Division

JKL	SE23-0006	9/27/2023
Accepted by	Petition #	Date

DUNAY MISKEL BACKMAN LLP

Gary Dunay
Bonnie Miskel
Scott Backman
Eric Coffman
Hope Calhoun
Dwayne Dickerson
Ele Zachariades
Matthew H. Scott
Christina Bilenki
David F. Milledge
Jeffrey Schneider
Sara Thompson

Chick-fil-A Special Exception Approval
1331-1341 North University Drive

Carol Ann Revere Trust and Chick-fil-A, Inc. ("Applicant"), are the owners of the +/- 2.91-acre parcel located at 1331-1341 North University Drive (folio # 484127036290) ("Property"), which is generally located on the corner of University Drive and Shadow Wood Boulevard in the City of Coral Springs ("City"). The Property has a Future Land Use designation of Commercial and a Zoning designation of B-2, Community Business. The Property is currently occupied by an existing Chick-fil-A restaurant with one drive-through lane.

When the Property was initially developed, Chick-Fil-A did not experience the same level of demand and success that is seen today. As such, many of the efficiencies that are considered when developing a new store were not accounted for when the Property was initially developed. For example, Chick-Fil-A is now known for their drive-through speed averaging under one (1) minute from the time a customer places their order to pick-up, utilizing a double drive-through system with two (2) lanes for ordering. Stacking is often provided to accommodate thirty (30) or more vehicles at a given time without impacting adjacent drive-aisles. In contrast, the site was developed with single drive-through lane with limited stacking that does not adequately meet the demands of this Chick-Fil-A location. As a result, vehicles attempting to utilize the drive-through service have been overflowing into the shared drive aisle and obstructing circulation through the parking areas and, on occasion, backing up onto University Drive. The Applicant recognizes the safety concerns and issues with the drive-through stacking during times of peak demand and has been working closely with City staff in order to find an acceptable solution to improve drive-through circulation and stacking on the Property. In an effort to improve the circulation and alleviate the stacking issue, Petitioner is proposing to reconfigure the drive-through towards the rear of the Property, and away from University Drive ("Project"), which will alleviate the congestion that occurs in front of the existing building and the stacking that can back-up onto University Drive. As part of the Project the Applicant is also proposing to add a second lane for ordering, thereby allowing more cars to be stacked in the drive-through. The second ordering lane extends north before merging into the single lane entrance to the drive-through area. An escape lane is provided adjacent to the drive-through lanes in the event a customer enters the drive-through by error or changes their mind. This escape lane will allow customers to escape to general areas of circulation. However, Section 250819 of the City's Land Development ("Code") requires a separate and distinct escape land to also be provided, in addition to a bypass lane. With the proposed configuration of the drive-through areas, the escape lane will also serve as a bypass lane, and an additional bypass lane would serve no purpose. In order to develop the Project and reconfigure the drive-through at this existing Chick-Fil-A location, the Applicant is requesting special exception from Section 250819 in order to allow for the escape lane to also serve as the bypass lane.

Pursuant to Section 101(a) of the City's Land Development Code ("Code"), relief may be granted by the City Commission pursuant to a special exception approval whenever the Commission finds and determines that a literal enforcement of any section of the Code has one (1) of the two (2) following effects:

1) Produces a result which is not only a burdensome hardship, but also inconsistent with the general public welfare; or
2) Produces a result which is not only inconsistent with municipal intent in the adoption of any particular section of the land development code, inclusive of the Comprehensive Plan, but also inconsistent with the general public welfare.

For the reasons discussed below, the Applicant requests special exception approval from Code Section 250819 because this Section produces a result that is a burdensome hardship and inconsistent with the general public welfare.

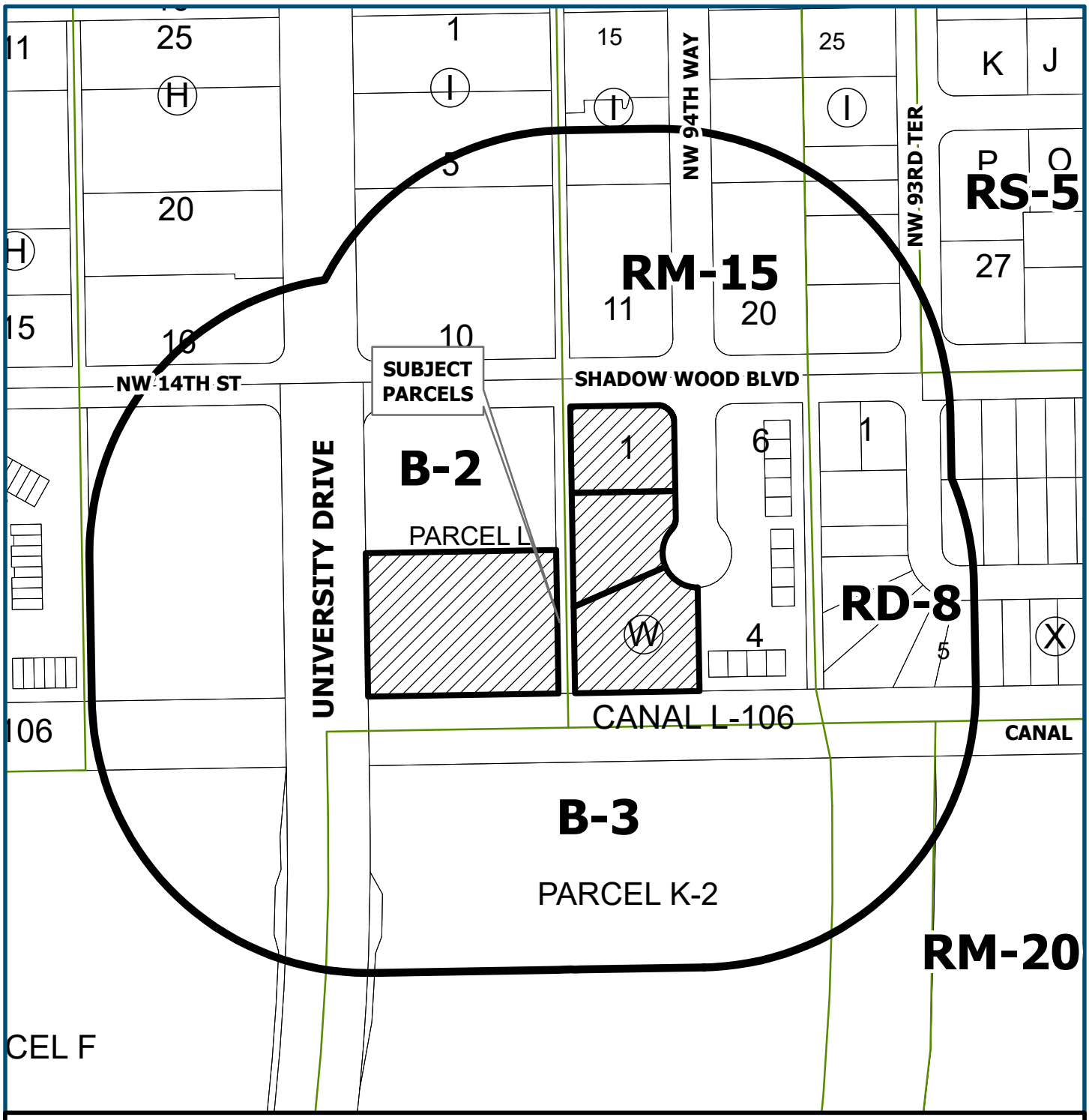
1) Explain in detail how this code section produces a result that is a burdensome hardship, but also inconsistent with the general public welfare.

Section 250819 produces a result that is a burdensome hardship. For context and as stated above, when the Property was initially developed, Chick-Fil-A did not experience the same level of demand and success that is seen today. As such, many of the efficiencies that are considered when developing a new store were not accounted for when the Property was initially developed. The site was developed with a single drive-through lane with limited stacking that does not adequately meet the demands of this Chick-Fil-A location. As a result, vehicles attempting to utilize the drive-through service have been overflowing into the shared drive aisle and obstructing circulation through the parking areas and, on occasion, backing up onto University Drive. The Applicant recognizes the safety concerns and issues with the drive-through stacking during times of peak demand. Therefore, Applicant is proposing, in an effort to improve the circulation and alleviate the stacking issue, to reconfigure the drive-through towards the rear of the Property, and away from University Drive, which will alleviate the congestion that occurs in front of the existing building and the stacking that can back-up onto University Drive. As part of the Project, the Applicant is also proposing to add a second lane for ordering, thereby allowing more cars to be stacked in the drive-through. The second ordering lane extends north before merging into the single lane entrance to the drive-through area. An escape lane is provided adjacent to the drive-through lanes in the event a customer enters the drive-through by error or changes their mind. This escape lane will allow customers to escape to general areas of circulation.

While this proposed drive-through addition will reduce the excessive congestion caused by the current drive-through layout, Section 250819 of the City's Code requires a separate and distinct escape lane to be provided in addition to a bypass lane. With the proposed configuration of the drive-through areas, however, the escape lane will also serve as a bypass lane. If required to provide an additional bypass lane, it would serve no purpose and severely hinder the improved site circulation that will be created by the proposed second ordering lane and combined bypass/escape lane. The new layout meets the intent of Section 250819, which is to ensure people are able to adequately bypass or escape from the drive-through lanes if needed, and, therefore, enforcement of Section 250819 will only create a burdensome hardship on the Applicant.

The result of the application of Section 250819 to the Project is also inconsistent with the general public welfare because its requirements will prohibit the Applicant from redesigning its drive-through. As detailed above, when the Property was initially developed, Chick-Fil-A did not

experience the same level of demand and success that is seen today. As such, many of the efficiencies that are considered when developing a new store were not accounted for when the Property was initially developed. In contrast, the existing site was developed with single drive-through lane with limited stacking that does not adequately meet the demands of this Chick-Fil-A location. As a result, vehicles attempting to utilize the drive-through service have been overflowing into the shared drive aisle and obstructing circulation through the parking areas and, on occasion, backing up onto University Drive. The Applicant recognizes the safety concerns and issues with the drive-through stacking during times of peak demand and has been working closely with City staff in order to find an acceptable solution to improve drive-through circulation and stacking on the Property. In an effort to improve the circulation and alleviate the stacking issue, Applicant is proposing to reconfigure the drive-through towards the rear of the Property, and away from University Drive, which will alleviate the congestion that occurs in front of the existing building and the stacking that can back-up onto University Drive. As part of the Project the Applicant is also proposing to add a second lane for ordering, thereby allowing more cars to be stacked in the drive-through. The second ordering lane extends north before merging into the single lane entrance to the drive-through area. An escape lane is provided adjacent to the drive-through lanes in the event a customer enters the drive-through by error or changes their mind. This escape lane will allow customers to escape to general areas of circulation. However, Section 250819 of the City's Code requires a separate and distinct escape land to also be provided, in addition to a bypass lane. With the proposed configuration of the drive-through areas, the escape lane will also serve as a bypass lane, and an additional bypass lane would serve no purpose. Without the proposed redesign, excess cars will continue to line up off the Property and onto University Drive during Chick-fil-A's peak hours of operation. This causes significant safety issues for passing vehicles and pedestrians looking to cross the Property's University Drive entrance. The traffic congestion caused by the current drive-through layout can result in aggressive driving, traffic accidents, and increased vehicle emissions, which is detrimental to the surrounding air quality and health of residents. The new layout provides a result that is more consistent with the general welfare, which is to ensure people are able to adequately bypass or escape from the drive-through lanes if needed, by providing a bypass and escape lane within one lane rather than two separate lanes.



September 19, 2023

CA23-0004 & SE23-0006
PORTION OF PARCEL L & LOTS 1-3, BLOCK W
RAMBLEWOOD SOUTH
FOLIOS # 484127035270, 484127035280, 484127035290, 484127036290

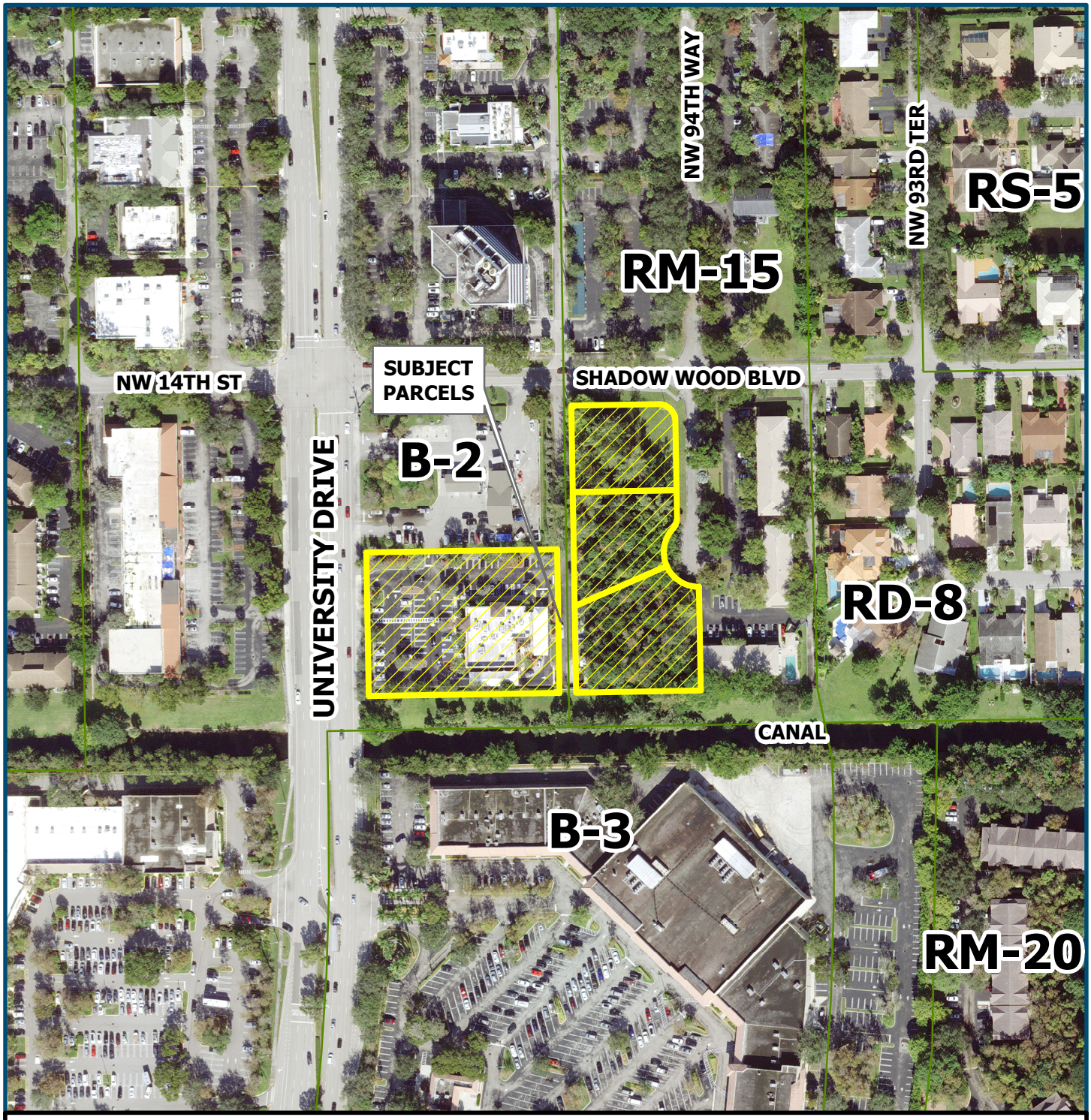
Subject Parcels

N W E S

0 90 180
Feet

CORAL SPRINGS
EVERYTHING UNDER THE SUN

jlane 9-19-2023



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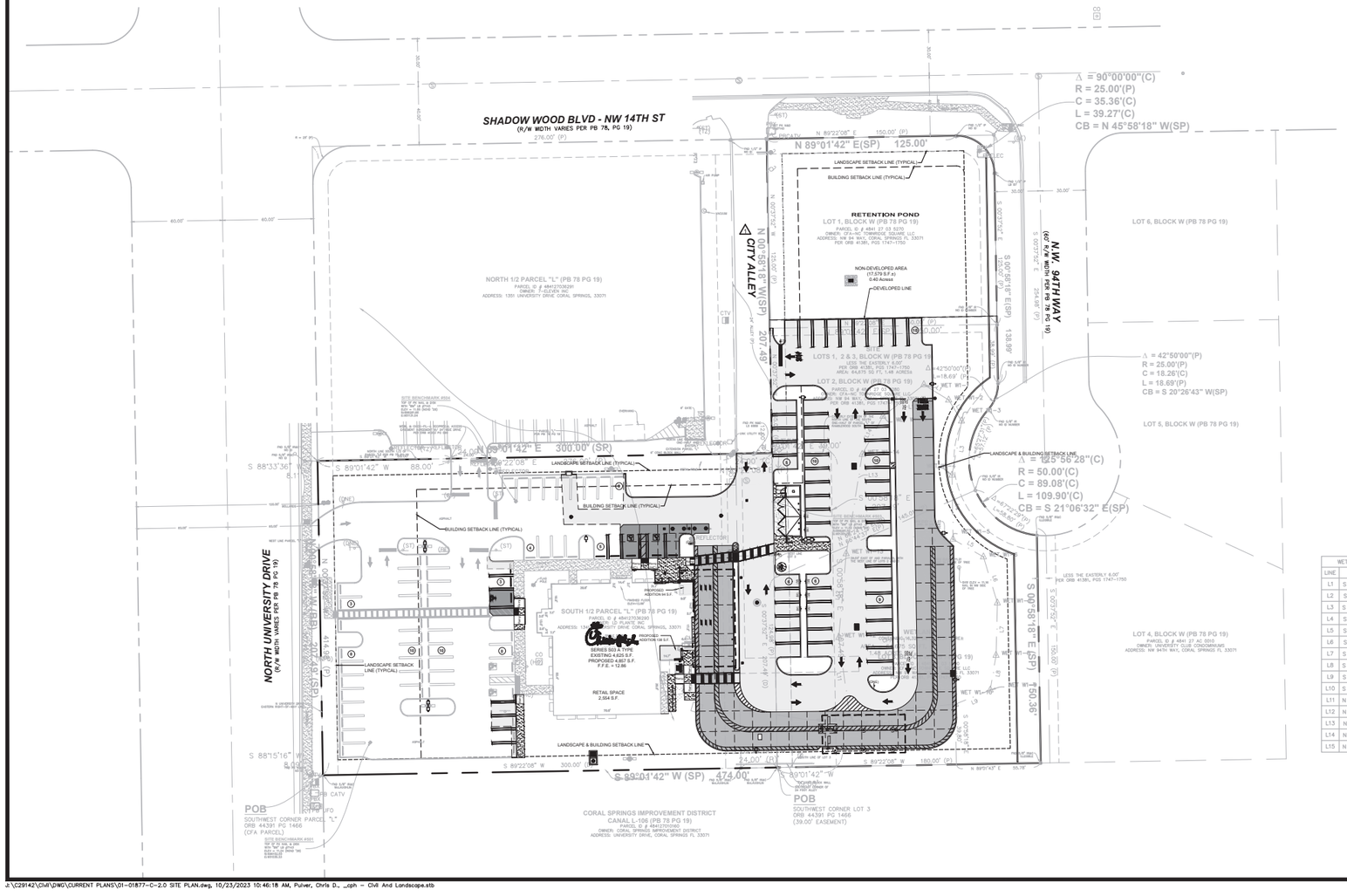

SHADOW WOOD BLVD - NW 14TH ST
(R/W WIDTH VARIES PER PB 78, PG 19)
270.00' (P)
N 89°01'42" E(SP) 125.00'
N 89°22'08" E 150.00' (P)
Δ = 90°00'00"(C)
R = 25.00'(P)
C = 35.36'(C)
L = 39.27'(C)
CB = N 45°58'18" W(SP)
LANDSCAPE SETBACK LINE (TYPICAL)
BUILDING SETBACK LINE (TYPICAL)
RETENTION POND
LOT 1, BLOCK W (PB 78 PG 19)
PARCEL ID # 4841 27 03 5270
OWNER: CFA-NC TOWNRIDGE SQUARE LLC
ADDRESS: NW 94 WAY, CORAL SPRINGS FL 33071
PER ORB 41381, PGS 1747-1750
NON-DEVELOPED AREA
(17,579 S.F.±)
0.40 Acres
DEVELOPED LINE
CITY ALLEY
N 00°58'18" W(SP) 207.49'
N 00°58'18" E(SP) 138.89'
N W 94TH WAY
(60' R/W WIDTH PER PB 78, PG 19)
S 00°58'18" W(SP) 150.36'
S 00°57'42" E 254.38' (M)
LOT 6, BLOCK W (PB 78 PG 19)
LOT 5, BLOCK W (PB 78 PG 19)
LOT 4, BLOCK W (PB 78 PG 19)
Δ = 42°50'00"(P)
R = 25.00'(P)
C = 18.26'(C)
L = 18.69'(P)
CB = S 20°26'43" W(SP)
Δ = 125°56'28"(C)
R = 50.00'(C)
C = 89.08'(C)
L = 109.90'(C)
CB = S 21°06'32" E(SP)
LANDSCAPE & BUILDING SETBACK LINE
NORTH 1/2 PARCEL "L" (PB 78 PG 19)
PARCEL ID # 484127036290
OWNER: CFA-NC TOWNRIDGE SQUARE LLC
ADDRESS: 1351 UNIVERSITY DRIVE, CORAL SPRINGS, 33071
SOUTH 1/2 PARCEL "L" (PB 78 PG 19)
PARCEL ID # 484127036390
OWNER: CFA-NC TOWNRIDGE SQUARE LLC
ADDRESS: 1341 UNIVERSITY DRIVE, CORAL SPRINGS, 33071
PROPOSED ADDITION (1E) F.F.E. = 12.66
SERIES 500 R TYPE
EXISTING 4,625 S.F.
PROPOSED 4,857 S.F.
F.F.E. = 12.66
RETAIL SPACE
2,504 S.F.
NORTH UNIVERSITY DRIVE
(R/W WIDTH VARIES PER PB 78, PG 19)
S 88°33'36" W 88.00'
S 88°15'16" W 88.00'
N 89°01'42" E 300.00' (SP)
S 89°01'42" W 88.00'
S 89°22'08" E 300.00' (M)
S 89°01'42" W (SP) 474.00'
S 89°22'08" W 300.00' (M)
N 89°22'08" E 180.00' (P)
N 89°01'42" W
N 89°43' E 55.18'
LANDSCAPE SETBACK LINE (TYPICAL)
BUILDING SETBACK LINE (TYPICAL)
LANDSCAPE & BUILDING SETBACK LINE
LESS THE EASTERLY 6.00'
PER ORB 41381, PGS 1747-1750
AREA: 44,875 SQ FT, 1.48 ACRES
LOT 2, BLOCK W (PB 78 PG 19)
LOTS 1, 2 & 3, BLOCK W (PB 78 PG 19)
CORAL SPRINGS IMPROVEMENT DISTRICT
CANAL L-106 (PB 78 PG 19)
PARCEL ID # 484127051040
OWNER: CORAL SPRINGS IMPROVEMENT DISTRICT
ADDRESS: UNIVERSITY DRIVE, CORAL SPRINGS FL 33071
POB
SOUTHWEST CORNER PARCEL "L"
ORB 44391 PG 1466
(CFA PARCEL)
POB
SOUTHWEST CORNER LOT 3
ORB 44391 PG 1466
(39.00' EASEMENT)
60.00'
40.00'
30.00'
24.00' (P)
WET W1
WET W2
WET W3
WET W4
WET W5
WET W6
WET W7
WET W8
WET W9
WET W10
WET W11
WET W12
WET W13
WET W14
WET W15
WET W16
WET W17
WET W18
WET W19
WET W20
WET

DESIGN NOTES & KEY PLAN

1. PROPOSED PAINTED ACCESSIBILITY SYMBOL. (1/CA2)
2. PROPOSED DIRECTIONAL ARROW (TYP.). (2/CA2)
3. PROPOSED DRIVE-THRU GRAPHIC (TYP.). (3/CA2)
4. PROPOSED STOP BAR GRAPHIC. (4/CA2)
5. PROPOSED PARKING STRIPING.
6. PROPOSED ADA PARKING SIGN.
7. PROPOSED CONCRETE SIDEWALK. (6/CA2)
8. PROPOSED CONCRETE TYPE D CURB PER FDOT INDEX NO. 520-001. ⚠
9. PROPOSED CURB RAMP. (7/CA2), (8/CA2)
10. PROPOSED SIDEWALK ACCESSIBLE RAMP. (9/CA2)
11. PROPOSED CONCRETE APRON AT TRASH ENCLOSURE. (10/CA2)
12. PROPOSED CONCRETE PAVEMENT DRIVE-THRU LANE. (1/CA2)
13. PROPOSED HMAC PAVEMENT SECTION. (12/CA2)
14. PROPOSED CONCRETE BOLLARD. (13/CA2)
15. PROPOSED CROSSWALK MARKINGS. (14/CA2)
16. PROPOSED ENTRY DOOR FROST SLAB. (15/CA2)
17. PROPOSED SCREENED REFUSE ENCLOSURE. (16/CA2)
18. PROPOSED MENU BOARD LOOP DETECTION SYSTEM. (17/CA2), (18/CA2)
19. PROPOSED DRIVE-THRU ORDER POINT ISLAND. (19/CA2)
20. PROPOSED DRIVE-THRU DOOR W/ CONCRETE RAMP ACCESS. REFER (20/CA2), (21/CA2), (22/CA2) TO ARCH. PLANS AND GRADING PLAN C-3.0.
21. PROPOSED DRIVE-THRU CLEARANCE BAR. LOCATION BASED ON SITE (23/CA2) CONDITIONS, FIELD VERIFY.
22. PROPOSED ORDER POINT CANOPY. REFER TO ARCH. PLANS FOR SPECIFICATIONS.
23. PROPOSED OUTSIDE MEAL DELIVERY CANOPY. REFER TO ARCH. PLANS FOR SPECIFICATIONS.
24. PROPOSED DIAGONAL STRIPED WALKWAY, SINGLE YELLOW SOLD LINE / 4" WIDE PER CFA SPECIFICATIONS.
25. PROPOSED DIAGONAL STRIPING, SINGLE YELLOW SOLD LINE / 4" WIDE.
26. PROPOSED CASH MACHINE PAD (4" THICK, 3' X 5.5' CONCRETE)
27. PROPOSED DIAGONAL STRIPING, SINGLE YELLOW SOLD LINE / 4" WIDE, 2' O.C. BOUNDED BY SINGLE YELLOW SOLID LINE / 4" WIDE.
28. PROPOSED DETECTABLE WARNING PER CITY REQUIREMENTS.
29. PROPOSED SOLID PLASTIC WHEEL STOP. (5/CA2)
30. PROPOSED 6' HIGH CMU SCREEN WALL.
31. PROPOSED SAWCUT LIMITS. CONTRACTOR SHALL NEATLY SAWCUT, REMOVE AND MATCH EXISTING PAVEMENT & CURBING WITH SMOOTH TRANSITION.
32. ⚠ PROPOSED BIKE RACK (9 SPACES MIN.). (3/CA2)

GENERAL NOTES ⚠

1. DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS SHOWN (BOC) WHICH INDICATES BACK OF CURB.
2. ALL CURBED RADII ARE TO BE 10' AND 3' UNLESS OTHERWISE NOTED.
3. ALL SIGNS SHALL HAVE A 7'0" MIN. CLEARANCE FROM FINISH GRADE TO BOTTOM OF LOWEST SIGN MOUNTED ON POST. ALL SIGNAGE INCLUDING REGULATORY SIGNAGE, SHALL MEET THE LOCAL AGENCY DESIGN GUIDELINES & MUTCD REQUIREMENTS.
4. ALL SIGNS SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR.
5. ALL STRIPING SHALL BE IN CONFORMANCE WITH LOCAL AGENCY REQUIREMENTS.
6. ADJUST ALL MANHOLE RINGS AND CLEAN OUT COVERS TO BE FLUSH WITH FINISHED GRADE. ALL PARTS TO BE TRAFFIC BEARING (AASHTO H-20 LOADING). MANHOLE COVERS SHALL MEET THE LOCAL AGENCY STANDARD.
7. TRANSITIONS TO BE FLUSH ALL ALONG THE ACCESSIBLE ROUTE. CONTRACTOR SHALL ENSURE THE MAXIMUM CONSTRUCTED LEVEL TRANSITION AT EVERY JOINT DOES NOT EXCEED THE MAXIMUM ALLOWABLE UNDER THE ADA AFTER SETTLEMENT, EXPANSION, CONTRACTION, ETC. CHANGES IN LEVEL OF 1/4" HIGH MAXIMUM SHALL BE PERMITTED TO BE VERTICAL. CHANGES IN LEVEL BETWEEN 1/4" HIGH MINIMUM AND 1/2" HIGH MAXIMUM SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1:2.
8. ALL CONCRETE POURS SHALL BE BOUND BY EXPANSION JOINTS WHEN ABUTTING ANOTHER CONCRETE POUR / SLAB OR ASPHALT PAVEMENT, INCLUDING CURBING.
9. ALL AFFECTED SIDEWALKS, RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.
10. REPOSITION OR RELOCATE SECURITY/OPERATIONAL CAMERAS AT SERVICE YARD AREA, REFER ARCH/MEP PLANS.
11. EXISTING ASPHALT PAVEMENT TO BE RESEALED WITH ASPHALT SEALANT AT COMPLETION OF PROJECT SITE WORK. EXISTING STRIPING AND PAVEMENT MARKINGS SHALL BE REPAINTED TO MATCH EXISTING CONDITIONS UNLESS OTHERWISE NOTED.
12. ALL EXPOSED METALS SHALL BE REPAINTED DARK BRONZE, WHICH SHOULD INCLUDE, BUT LIMITED TO, SIGN POSTS, BOLLARDS, LIGHT POLES, GAS PIPING & DUMPSTER ENCLOSURE APPURTENANCES.
13. SITE GEOTECHNICAL INVESTIGATION PERFORMED BY TERRACON CONSULTANTS, INC. CPH, INC. ASSUMES NO RESPONSIBILITY FOR THE CORRECTNESS, ACCURACY OR COMPLETENESS OF THEIR SCOPE OF WORK. THE CONTRACTOR SHALL OBTAIN A COPY OF THE GEOTECHICAL REPORT FOR THIS SITE PRIOR TO CONSTRUCTION AND COMPLY WITH THE RECOMMENDATIONS CONTAINED WITHIN.
14. ALL EXISTING STRIPING SHALL BE RE-STRIPED TO MATCH EXISTING CONDITIONS UNLESS NOTED OTHERWISE ON PLAN.
15. ALL SIGNAGE SHALL REQUIRE A SEPARATE BUILDING PERMIT.
16. ALL SIDEWALK CAFES REQUIRE A SEPARATE PERMIT
17. ALL DUMPSTER ENCLOSURES AND SITE LIGHTING SHALL REQUIRE A SEPARATE BUILDING PERMIT.

SITE LEGEND

- (DE) = DO NOT ENTER SIGN (R5-1)
- (ST) = STOP SIGN (R1-1)
- (PE) = PEDESTRIAN CROSSWALK SIGN
- (HC) = ACCESSIBLE PARKING SIGN
- ⚠ (M) = MOBILE ORDER SIGN
- (2) = PARKING SPACE PER ROW
- (21/CA2) = DETAIL NUMBER / SHEET NUMBER
- = LIGHT POLE

N

CDD

20 0 20 40

Graphic Scale in Feet

Legal Description (ORB 44391 PG 1466)

THE SOUTH ONE–HALF (S 1/2) OF PARCEL "L", AND THAT PORTION OF THAT CERTAIN 24 FOOT ALLEY LYING EAST OF AND ADJACENT TO SAID SOUTH ONE–HALF (S 1/2) OF PARCEL "L", RAMBLEWOOD SOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 78, PAGE 19, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE FULL DESCRIBED AS FOLLOWS:

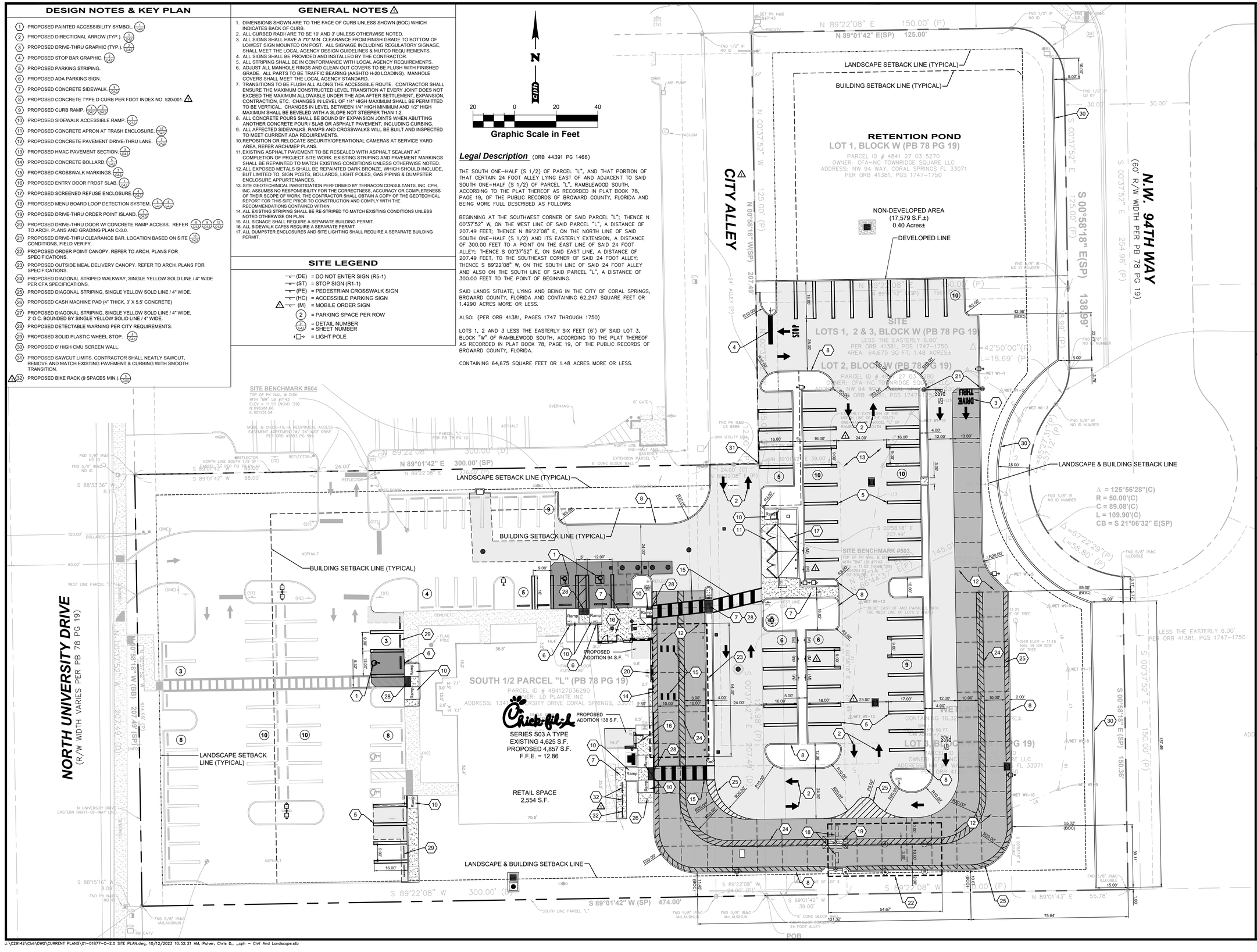
BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "L"; THENCE N 00°37'52" W, ON THE WEST LINE OF SAID PARCEL "L", A DISTANCE OF 207.49 FEET; THENCE N 89°22'08" E, ON THE NORTH LINE OF SAID SOUTH ONE–HALF (S 1/2) AND ITS EASTERLY EXTENSION, A DISTANCE OF 300.00 FEET TO A POINT ON THE EAST LINE OF SAID 24 FOOT ALLEY; THENCE S 00°37'52" E, ON SAID EAST LINE, A DISTANCE OF 207.49 FEET, TO THE SOUTHEAST CORNER OF SAID 24 FOOT ALLEY; THENCE S 89°22'08" W, ON THE SOUTH LINE OF SAID 24 FOOT ALLEY AND ALSO ON THE SOUTH LINE OF SAID PARCEL "L", A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA AND CONTAINING 62,247 SQUARE FEET OR 1.4290 ACRES MORE OR LESS.

ALSO: (PER ORB 41381, PAGES 1747 THROUGH 1750)

LOTS 1, 2 AND 3 LESS THE EASTERLY SIX FEET (6') OF SAID LOT 3, BLOCK "W" OF RAMBLEWOOD SOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 78, PAGE 19, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CONTAINING 64,675 SQUARE FEET OR 1.48 ACRES MORE OR LESS.



Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

cph
www.cphcorp.com
Building Better Communities Together
1117 East Robinson Street
Orlando, FL 32801
Ph: 407.425.0452

Plans Prepared By:
CPH, LLC
A Full Service A & E Firm

NICOLE E. CIANCHETTI, P.E.
74661

This item has been digitally signed and sealed by Nicole E. Cianchetti, PE. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

CHICK-FIL-A
Coral Springs
1341 N. University Drive
Coral Springs, Florida 33071

FSR#01877

BUILDING TYPE / SIZE: S03 A TYPE/4,625 S.F.
RELEASE: vX.YY.MM

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
⚠1	8/15/2023	CITY COMMENTS
⚠2		
⚠3		
⚠4		

CONSULTANT PROJECT # C29142
PRINTED FOR Permit
DATE 5/26/2023
DRAWN BY CPH, LLC

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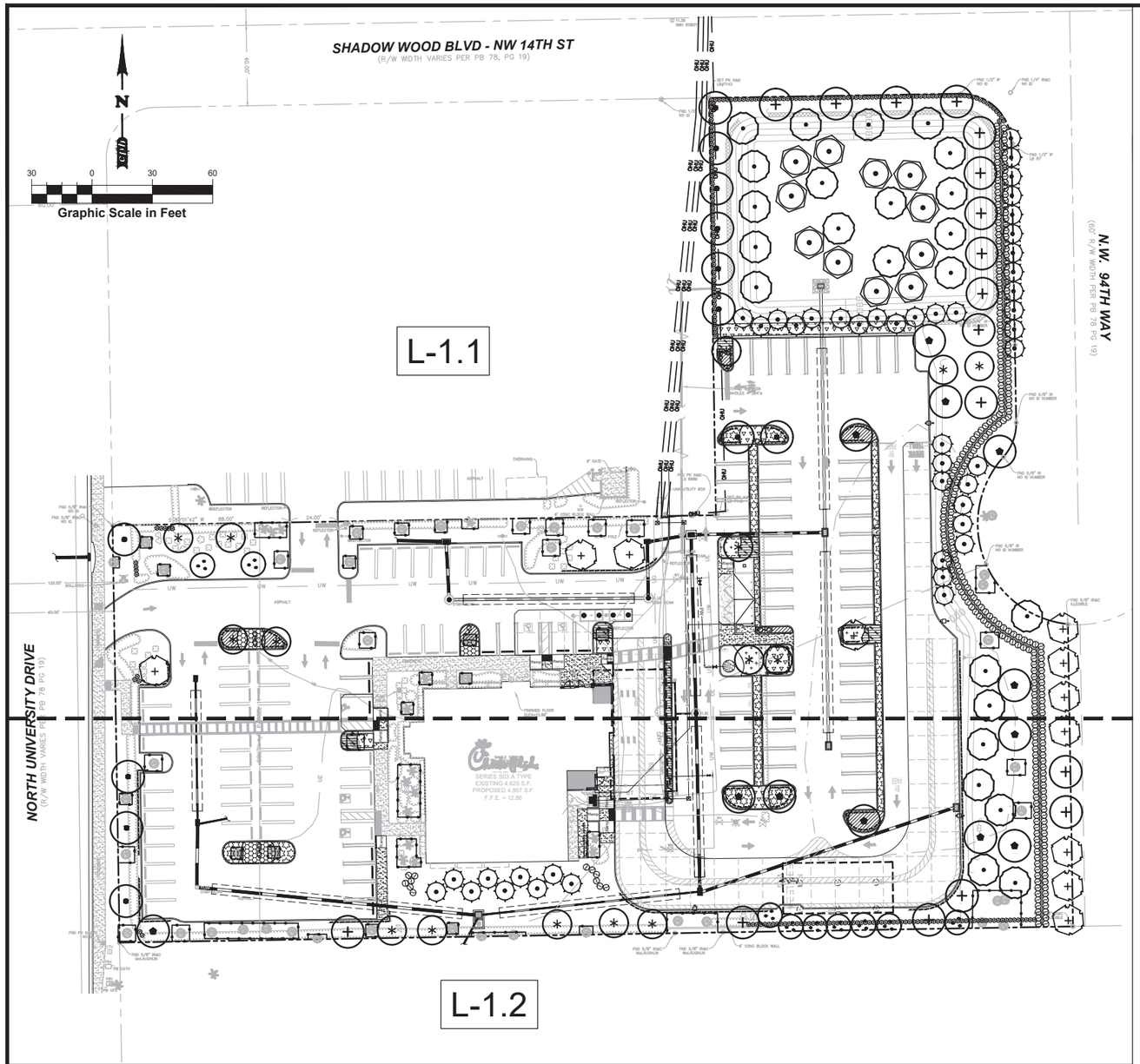
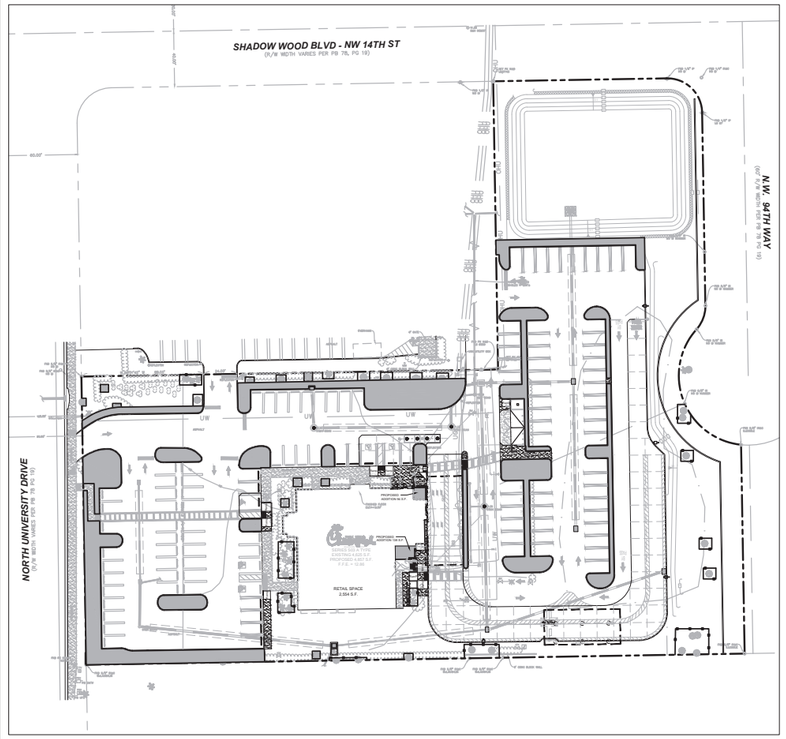
SHEET
SITE PLAN

SHEET NUMBER
C-2.0

Permit

J:\C29142\Civil\DWG\CURRENT PLANS\01-01877-C-2.0 SITE PLAN.dwg, 10/12/2023 10:52:21 AM, Pulver, Chris D., _cph - Civil And Landscape.stb





VEHICULAR USE AREA MAP
SCALE 1:50

Galen J Pugh

Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D000001805F7712EC70000 8443, CN=Galen J Pugh
Date: 2023.10.19 16:29:23-04'00'

GENERAL REQUIREMENTS

SEC. 250833(13)(a) VEHICULAR USE AREA
REQUIRED: 15% OF VUA TO BE LANDSCAPE AREA
66,202.9 SF x .15 = 9930.4 SF

PROPOSED: 11,050.9 SF (16.7%)

SEC. 250833(5) SITE PLANTING
REQUIRED: 1 TREE AND 5 SHRUBS / 1000 SF
DEVELOPED AREA: 33,043.1 SF / 1000 = 33 TREES
33,043.1 SF / 1000 = 33 x 5 = 165 SHURBS
UNDEVELOPED AREA: 17,911.3 SF / 1000 = 17.8 = 18 TREES
17,911.3 SF / 1000 = 17.8 x 5 = 89.5 = 90 SHRUBS

PROPOSED:
DEVELOPED AREA: 89 NEW TREES / PALMS
63 EX. TREES / PALMS
432 SHRUBS
UNDEVELOPED AREA: 66 NEW TREES / PALMS
205 SHRUBS

SEC. 250834(14) NATIVE TREES
REQUIRED: 50%
155 TOTAL TREES x .5 = 78 NATIVE TREES REQUIRED

PROPOSED: 155 NATIVE TREES (100%)

SEC. 250834(17)(a) TREE SPECIES DIVERSITY
REQUIRED: 25% MAX
155 TOTAL TREES x .25 = 38.75 = 39 MAX OF ANY SINGLE SPECIES

PROPOSED: 44 MAX OF ANY SINGLE SPECIES (28.4%)
(44 PALMS PROPOSED TO MEET MITIGATION REQUIREMENTS)

SEC. 250834(14) TREE WATER USAGE
REQUIRED: 50% LOW WATER USAGE
155 TOTAL TREES x .5 = 78 LOW WATER USE TREES

PROPOSED: 155 LOW WATER USE TREES (100%)

SEC. 250834(14) NATIVE SHRUBS
REQUIRED: 50%
637 TOTAL SHRUBS x .5 = 319 NATIVE SHRUBS REQUIRED

PROPOSED: 589 NATIVE SHRUBS (92.5%)

SEC. 250834(14) SHRUB WATER USAGE
REQUIRED: 50% LOW WATER USAGE
637 TOTAL SHRUBS x . 5 = 319 LOW WATER USE SHRUBS

PROPOSED: 637 LOW WATER USE SHRUBS (100%)

SEC. 250833(7)(a) STREET TREES - 1 TREE / 40 LF

NORTH - SHADOW WOOD BLVD / NW 14TH ST
REQUIRED: 149.9 LF / 40 = 3.7 = 4 TREES

PROPOSED: 4 NEW LIVE OAKS

EAST - NW 94TH WAY
REQUIRED: 264.4 LF / 40 = 6.6 = 7 TREES

PROPOSED: 7 NEW LIVE OAKS

WEST - NORTH UNIVERSITY DRIVE
REQUIRED: 207.4 LF - 20.5 LF (INGRESS/EGRESS) = 186.9 LF
186.9 LF / 40 = 4.7 = 5 TREES

PROPOSED: 1 EXISTING LIVE OAK #1347
3 NEW SILVER BUTTONWOODS
1 EXISTING DAHOON HOLLY #1349
5 TREES TOTAL

SEC. 250833(11)(a) PERIMETER TREES - 3 TREE / 40 LF

NORTH
REQUIRED: 300 LF - 47.6 LF (INGRESS/EGRESS) = 252.4 LF
252.4 LF / 40 = 6.3 x 3 = 18.9 = 19 TREES

PROPOSED: 2 NEW SATIN LEAF
2 NEW GREEN BUTTONWOOD
2 NEW SIMPSON STOPPERS
1 NEW SILVER BUTTONWOOD
5 EXISTING SILVER BUTTONWOODS #1304, #1305, #1309, 1314, #1325
1 EXISTING GREEN BUTTONWOOD #1315
5 EXISTING POND CYPRESS #1316, #1320, #1321, #1322, #1324
1 EXISTING LAURAL OAK #1303
19 TOTAL TREES

WEST
REQUIRED: 207.5 LF - 71.4 LF (INGRESS/EGRESS) = 136.1 LF
136.1 LF / 40 = 3.4 x 3 = 10.2 = 11 TREES

PROPOSED: 6 SILVER BUTTONWOOD
5 BALD CYPRESS
11 TOTAL TREES

SOUTH
REQUIRED: 474 LF / 40 = 11.9 x 3 = 35.7 = 36 TREES

PROPOSED: 1 NEW BALD CYPRESS
4 NEW LIVE OAKS
7 NEW SIMPSON STOPPERS
5 NEW GREEN BUTTONWOODS
1 NEW WILD TAMARIND
4 EXISTING BLACK OLIVES #1206, #1207, #1208, #1209
2 EXISTING CRAPE MYRTLES #1328, #1329
4 EXISTING POND CYPRESS #1330, #1331, #1332, #1337
4 EXISTING GREEN BUTTONWOOD #1333, #1336, #1338, #1341
3 EXISTING SILVER BUTTONWOOD #1339, #1340, #1343
1 EXISTING LIVE OAK #1345
36 TOTAL TREES

EAST
REQUIRED: 150.4 LF / 40 = 3.8 x 3 = 11.4 = 12 TREES

PROPOSED: 2 NEW LIVE OAKS
4 NEW WILD TAMARIND
6 NEW SATIN LEAF
12 TOTAL TREES
(ADDITIONAL TREES ADDED TO SATISFY CITY COMMENTS)

THIS SHEET NOT VALID FOR CONSTRUCTION UNLESS STAMPED APPROVED

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A & E Firm

Plans Prepared By:
CPH ,Inc.
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000926
Landscape No. LC000298

STATE OF FLORIDA REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522
Galen J. Pugh, RLA
LA0001522
Oct 19, 2023

CHICK-FIL-A
Coral Springs
1341 N. University Drive
Coral Springs, Florida 33071

FSR#01877

BUILDING TYPE / SIZE: S03 A TYPE/4,625 S.F.
RELEASE: vX.YY.MM

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
1		
2		
3		
4		

CONSULTANT PROJECT # C29142
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Permit

SHEET
OVERALL LANDSCAPE PLAN

SHEET NUMBER
L-1.0

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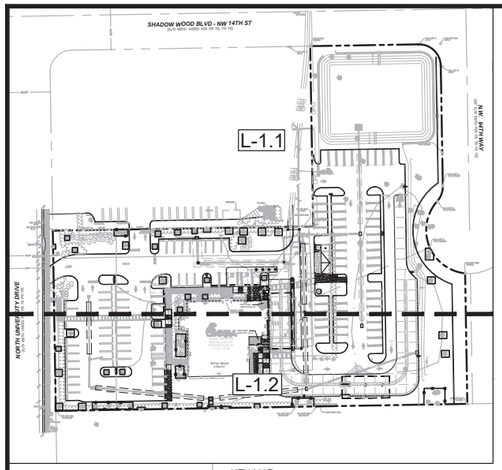

KEY MAP
SCALE 1:80

- 0 AR M - MITIGATION TREE
- 0 AR - CODE REQUIRED TREE

N

20 0 20 40

Graphic Scale in Feet

SHADOW WOOD BLVD - NW 14TH ST

(R/W WIDTH VARIES PER PB 78, PG 19)

PLANT LIST

SYM	COMMON NAME
TREES	
CO	SATIN LEAF
QV	LIVE OAK
MF	SIMPSON'S STOPPER
LL	WILD TAMARIND
CES	SILVER BUTTONWOOD
CE	GREEN BUTTONWOOD
TD	BALD CYPRESS
SP	CABBAGE PALM
AR	RED MAPLE
EX	EXISTING TREES
SHRUBS	
HP	FIREBUSH
CI	RED TIP COCOPLUM
GROUNDCOVER	
BF	BULBINE
FM	GREEN ISLAND FICUS
EL	GOLDEN CREEPER
ZP	COONTIE
MC	MUHLY GRASS
VO	MRS. SCHILLER'S DELIGHT
BAHIA	ARGENTINE BAHIA
SOD	ST. AUGUSTINE GRASS

NOTE:
ALL AREAS WHERE EXISTING VEGETATION IS TO REMAIN, CONTRACTOR SHALL FILL/REPLACE DISTURBED AREAS WITH LANDSCAPE MATERIALS TO MATCH EXISTING MATERIAL

NOTE: BAHIA POND SLOPES TO WATER

SOD

BAHIA

10' X 10' SIGHT TRIANGLE

PROPOSED LIGHT POLE(TYP.)

ROOT BARRIER(TYP.)

10' R LIGHT POLE CLEAR ZONE(TYP.)

OVERHEAD UTILITY

EXISTING VEGETATION TO REMAIN

EXISTING HEDGE TO REMAIN, DAMAGED HEDGE TO BE REPLACED WITH THE SAME SHRUB SPECIES

7.5' CLEAR RADIUS AROUND FIRE HYDRANT

6" RAISED CURB, REFER TO SITE PLAN AND CIVIL DRAWINGS

SUNSET DRIVE

(60' R/W PER PB 78 PG 19)

N.W. 94TH WAY

(60' R/W WIDTH PER PB 78 PG 19)

SHEET L-1.2

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Galen J Pugh
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Date: 2023.10.19 16:29:51-04'00'

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SHEET
LANDSCAPE PLAN

SHEET NUMBER
L-1.1

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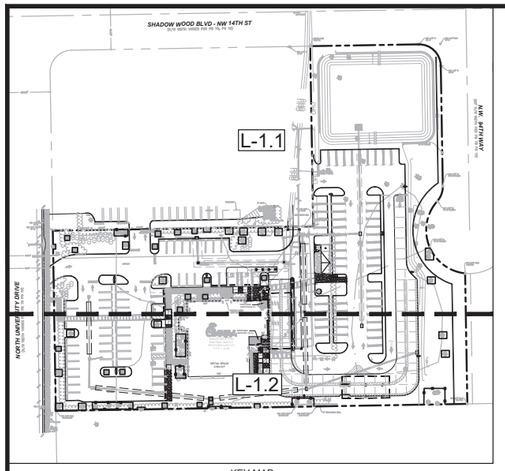

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- MITIGATION TREE
- CODE REQUIRED TREE

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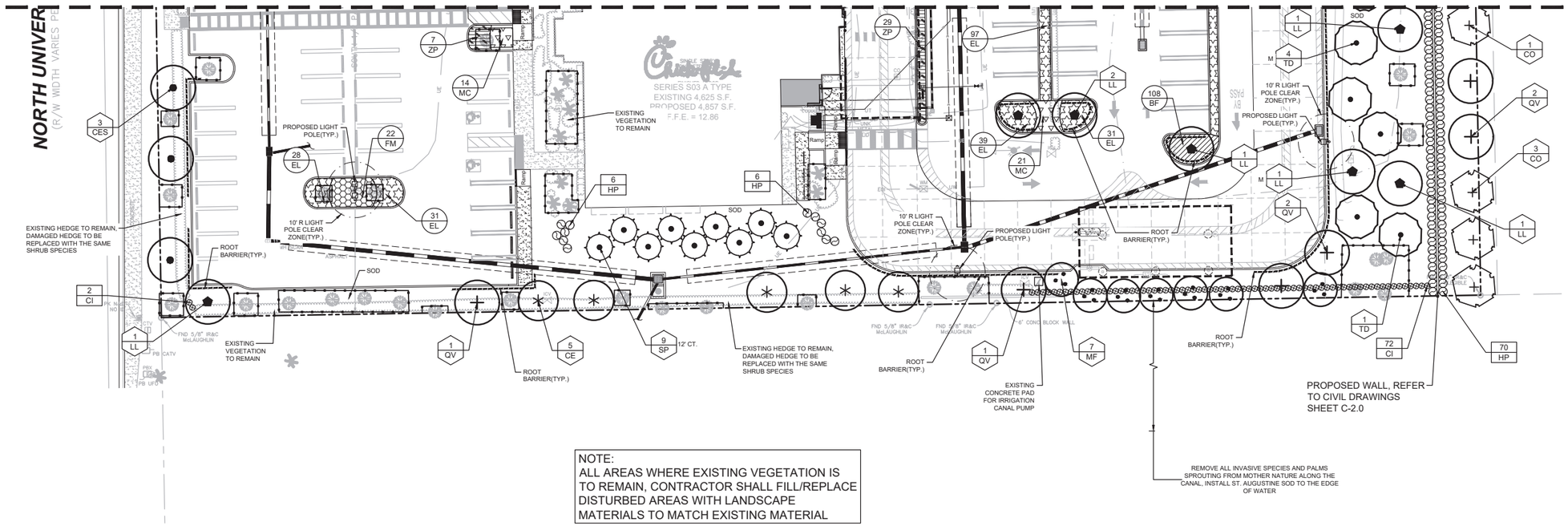
Graphic Scale in Feet

SHEET L-1.1



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SHEET
LANDSCAPE PLAN

SHEET NUMBER
L-1.2

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LANDSCAPE NOTES:

1. The landscape Contractor shall be responsible for all materials and all work as called for on the Landscape Plans and in the Landscape Specifications. In the event of variation between quantities shown on plant list and the plans, the plans shall control. The Landscape Contractor shall verify all quantities and report any discrepancies at the time of bidding.
2. The Landscape Contractor shall review architectural/engineering plans and become thoroughly familiar with surface and subsurface utilities.
3. Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. Locations of existing buried utility lines shown on the plans are based upon best available information and are considered to be approximate. It shall be the responsibility of the contractor 1) to verify the locations of utility lines within and adjacent to the work area 2) to protect all utility lines during the construction period 3) to repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the construction 4) To field adjust the location of proposed trees and palms 10' off the center of the utility lines. Notify the Landscape Architect if a 10' offset does not function.
4. The work shall be coordinated with other trades to prevent conflicts. Coordinate the planting with the irrigation work to ensure availability and proper location of irrigation items and plants.
5. Contractor shall ensure that there are no visual obstructions to vehicle lines of sight and traffic controls. Contractor shall field adjust tree and/or large shrub locations to avoid any such obstructions.
6. Trees shall be maintained by the owner to avoid future such obstructions by pruning trees and/or shrubs as necessary utilizing horticulturally sound techniques.
7. All planting shall be performed by personnel familiar with planting procedure and under the supervision of a qualified planting foreman.
8. All plant material shall be graded Florida No. 1 or better as outlined under Grades and Standards for Nursery Stock, Part I and II, published by the Florida Department of Agriculture and Consumer Services.
9. The minimum acceptable size of all plants, measured after pruning, with branches in normal positions, shall conform to the measurements specified on the plant list or as indicated on the landscape drawing. Height and spread dimensions refer to main body of the plant and not extreme branch tip to tip. Trunk caliper (trunk diameter) is measured 6 inches from the ground on trees up to and including 4 inches in caliper, and 12 inches from the ground for larger trees. Since trunks are seldom round, the average of the largest diameter and that perpendicular to it is referred to as caliper. When the plant list description calls out DBH or caliper at DBH, it shall govern over the caliper definition in this note.
10. The Landscape Architect or Owner shall have the right, at any stage of the operations, to reject any and all work and materials which, in his opinion, do not meet with the requirements of these specifications.
11. Except as otherwise specified, the Landscape Contractor's work shall conform to accepted horticultural practices as used in the trade.
12. Plants shall be protected upon arrival at the site, by being thoroughly watered and properly maintained until planted.
13. TOPSOIL

    Topsoil shall be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity that produces heavy growth. Topsoil shall have a pH range of 5.5 to 7.4, free from subsoil, objectionable weeds, litter, sods, stiff clay, stones larger than 1-inch in diameter, stumps, roots, trash, toxic substances, or any other material which may be harmful to plant growth or hinder planting operations. Top soil shall contain a minimum of three percent organic material. 6" Top Soil shall be placed in all turf & landscape areas.
14. All tree pits shall be excavated to size and depth in accordance with the Florida Grades & Standards for Nursery Stock, unless shown otherwise on the drawings, and backfilled with the specified planting soil. The Landscape Contractor shall test fill all tree pits with water before planting to assure proper drainage percolation is available.
15. The Landscape Contractor shall be responsible for proper watering of all plants. All plants shall be thoroughly watered at time of planting and kept adequately watered for plants to thrive as defined by Florida Grades and Standards for Nursery stock until time of acceptance. It shall be the Landscape Contractor's responsibility to assure that plants are not over watered.
16. It shall be the Landscape Contractor's responsibility to prevent plants from falling or being blown over, to re-straighten and replant all plants which lean or fall and to replace all plants which are damaged due to lack of proper guying or staking. The Landscape Contractor shall be legally liable for any damage caused by instability of any plant material.
17. All Palms to be staked as indicated per Palm staking details. All other trees to be stabilized utilizing 8' lodge poles per tree planting details.
18. Plants blown over by high winds, within the guaranteed period, shall not be cause for additional expense to the Owner, but shall be the responsibility of the Landscape Contractor. Damaged plants shall be replaced by the Landscape Contractor at no additional cost to the Owner.
19. Sod shall be of a species specified on the drawings and originate from a commercial turf grower, whose farm is free of muck soils. Muck grown sod will not be approved. It shall be a dense stand of live turf, reasonably free of weeds, well matted with grass roots in rectangles 12 inch by 24 inch or in 12 inch wide rolls in a length consistent with the equipment and methods used to handle the rolls and place the sod. Any netting contained within the sod shall be certified by the manufacturer to be bio-degradable. The soil and root mat shall be a minimum of 1-1/2 inch thick and must hold together during placement. Sod shall be place adjacent to one another to avoid gaps and overlaps. Joints shall be staggered between the rows. Sod placed on slopes exceeding 3:1 shall be pinned with turf staples. Sod turf, shall have been mowed a minimum of one week prior to cutting and delivery, so that the length of the turf is no longer than 4 inches at time of delivery. Place sod within 48 hours of cutting the sod. The sod shall be kept moist throughout the 48 hour period to maintain the health and viability of the sod. Submit a letter of certification to the Owner's CEI Representative, at time of delivery, as to the source of the sod, the time it was cut, the species and cultivars provided, last mowing date, and that the sod is free of fire ants. Sod which has been cut for longer than 48 hours after being cut shall not be used unless specifically authorized by Owner's CEI Representative.
20. It shall be the Contractor's responsibility to measure and determine the exact quantity of sod required for a complete job at the time of bidding or providing a price quote. The Owner shall not be responsible for additional cost due to the Contractor's under estimating of the quantity of sod for the original bid area.
21. The Landscape Contractor shall insure adequate vertical drainage in all plant beds, planters, and sod areas. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage. If well drained fill is necessary to assure positive drainage, this issue shall be brought up by the Landscape Contractor at time of bidding.
22. UNSUITABLE SUBSOILS
    Locations containing unsuitable subsoil shall be treated by one or more of the following:

    A. Where unsuitability is deemed by Owner or Owner's Representative to be due to excessive compaction caused by heavy equipment and where natural subsoil is other than AASHTO classification of A6 or A7, loosen such areas with spikes, discing, or other means to loosen soil to condition acceptable to Owner. Loosen soil to minimum depth of 12 inches with additional loosening as required to obtain adequate drainage. Contractor may introduce peat moss, sand, or organic matter into the subsoil to obtain adequate measures shall be considered as incidental, without additional cost to Owner.

    B. Where unsuitability is deemed by Owner or Owner's Representative to be due to presence of boards, mortar, concrete, graded aggregate base, or other construction materials in sub grade and where natural subsoil is other than AASHTO classification of A6 or A7, remove debris and objectionable material. Such remedial measures shall be considered as incidental, without additional cost to Owner.

    C. Where unsuitability is deemed by Owner to be because natural subsoil falls into AASHTO classification of A6 or A7 and contains moisture in excess of 30 percent, then installation of sub drainage system or other means described elsewhere in Specifications shall be used. Where such conditions have not been known or revealed prior to planting time and they have not been recognized in preparation of The Drawings and Specifications, then Owner shall issue pricing order to install proper remedial measures.

    D. Planting beds where existing subsoil is determined by Owner to be unsuitable for plant growth in accordance paragraph Unsuitable Subsoil herein shall be excavated to a depth of 12 inches or as needed to provide adequate drainage. Replace excavated soil with planting soil.
23. The Landscape Contractor shall ensure that his work does not interrupt established or projected drainage patterns.
24. The Landscape Contractor shall prune, shape and remove dead foliage/limbs from existing plant material to remain. Confirm with the Landscape Architect or Owner the extent of work required at time of Bidding.
25. Mulch - All plant beds shall be top dressed with 3" shredded hardwood mulch (or approved equal). Cypress mulch not permitted. A 5' diameter mulch ring is to be placed around trees located in sod areas or outside of planting beds. All mulch is to be kept a minimum of 6" from the base of all plant material.
26. Transplanted Material - The Landscape Contractor shall be responsible for determining and evaluating which plant materials are suitable for transplanting and shall verify this with the Landscape Architect or Owner. The Landscape Contractor shall take all reasonable, horticulturally acceptable measures to assure the successful transplanting of determined plant materials. The Landscape Contractor shall be responsible for replacing any relocated plant materials which die if such measures are not taken, as determined by the Landscape Architect or Owner. Replacement plants shall be of identical species and size if required.
27. MAINTENANCE PRIOR TO FINAL INSPECTION AND ACCEPTANCE:

    A. Maintenance shall commence after each plant is planted and the maintenance period shall continue until the job or specific phase of the job is accepted by the Landscape Architect or Owner. Extreme care shall be taken to instruct the Owner or his representatives in general maintenance procedures.

    B. Plant maintenance shall include watering, pruning, weeding, cultivating, mulching, tightening, and repairing of guys, replacement of sick or dead plants, resetting plants to proper grades or upright positions and restoration of the planting saucer and all other care needed for proper growth of the plants.

    C. During the maintenance period and up to the date of final acceptance, the Landscape Contractor shall do all seasonal spraying and/or dusting of trees and shrubs. Upon completion of all planting, an inspection for acceptance of work will be held. The Landscape Contractor shall notify the Landscape Architect or Owner for scheduling of the inspection 10 days prior to the anticipated date.

    D. At the time of the inspection, if all of the materials are acceptable, a written notice will be given by the Landscape Architect or Owner to the Landscape Contractor Stating the date when the Maintenance Period ends.

    GUARANTEE AND REPLACEMENT:

    A. All plant materials shall be guaranteed for one (1) year from the time of final inspection and interim acceptance shall be alive and in satisfactory growth for each specific kind of plant at the end of the guaranteed period.

    B. At the end of the guarantee period, any plant required under this contract that is dead or not in satisfactory growth, as determined by the Owner or the Landscape Architect, shall be removed and replaced. Replacement plants shall have an extended guarantee, as noted above, from time of replacement.

    C. All replacements shall be planted of the same kind and size as specified on the plant list. They shall be the responsibility of the Landscape Contractor.

CHICK-FIL-A LANDSCAPE NOTES

1. Landscape Contractor to read and understand the Landsacpe Specifications (sheet L-5.3) prior to finalizing bids. The Landscape Specifications shall be adhered to throughout the construction process.
2. Contractor is responsible for locating and protecting all underground utilities prior to digging.
3. Contractor is responsible for protecting existing trees from damage during construction.
4. All tree protection devices to be installed prior to the start of land disturbance, and maintained until final landscaping.
5. All tree protection areas to be protected from sedimentation.
6. All tree protection fencing to be inspected daily, and repaired or replaced as needed.
7. No parking, storage or other construction activities are to occur within tree protection areas.
8. All planting areas shall be cleaned of construction debris (ie. concrete, rock, rubble, building materials, etc) prior to adding and spreading of the topsoil.
9. General Contractor is responsible for adding a min of 4" clean friable topsoil in all planting beds and all grassed areas. Graded areas to be held down the appropriate elevation to account for topsoil depth. See Landscape Specifications for required topsoil characteristics.
10. In all parking lot islands, the General Contractor is responsible to remove all debris, fracture/loosen subrade to a min. 24" depth. Add topsoil to a 6"-8" berm height above island curbing; refer to landscape specifications and landscape island detail.
11. Prior to beginning work, the Landscape Contractor shall inspect the subgrade, general site conditions, verify elevations, utility locations, irrigation, approve topsoil provided by the General Contractor and observe the site conditions under which the work is to be done. Notify the General Contractor of any unsatisfactory conditions, work shall not proceed until such conditions have been corrected and are acceptable to the Landscape Contractor.
12. Any deviations from the approved set of plans are to be approved by the Landscape Architect.
13. All plant material shall be graded Florida No. 1 or better as outlined under Grades and Standards for Nursery stock Part 1 and 2, published by the Florida Department of Agriculture and Consumer Services.
14. Existing grass in proposed planting areas shall be killed and removed. Hand rake to remove all rocks and debris larger than 1 inch in diameter, prior to adding topsoil and planting shrubs.
15. Soil to be tested to determine fertilizer and lime requirements prior to laying sod.
16. Annual and perennial beds: add min. 4 inch layer of organic material and till to a min. depth of 12 inches. Mulch annual and perennial beds with 2-3 inch depth of mini nuggets.
17. All shrubs beds (existing and new) to be mulched with a min. 3 inch layer of mulch (double shredded hardwood mulch) [mulch type per region to be specified here].
18. Planting holes to be dug a minimum of twice the width of the root ball, for both shrub and tree. Set plant material 2-3" above finish grade. Backfill planting pit with topsoil and native excavated soil.
19. Sod to be delivered fresh (Cut less than 24 hours prior to arriving on site), laid immediately, rolled, and watered thoroughly immediately after planting. Edge of sod at planting beds are to be "V" trenched; see Landscape Details.
20. Any existing grass disturbed during construction to be fully removed, regraded and replaced. All tire marks and indentions to be repaired.
21. Water thoroughly twice in first 24 hours and apply mulch immediately.
22. The Landscape Contractor shall guarantee all plants installed for one full year from date of acceptance by the owner. All plants shall be alive and at a vigorous rate of growth at the end of the guarantee period. The Landscape Contractor shall not be responsible for acts of God or vandalism. See Landscape Specifications for Warranty requirements/expectations.
23. Any plant that is determined dead, in an unhealthy, unsightly condition, lost its shape due to dead branches, or other symptoms of poor, non-vigorous growth, shall be replaced by the Landscape Contractor. See Landscape Specifications for warranty requirements/expectations.
24. Site to be 100% irrigated in all planting beds and grass area by an automatic underground Irrigation System. See Irrigation Plan IR-1.0 for design. Irrigation as-built shall be provided to the Landscape Architect within 24 hours of irrigation install completion.
25. Stake all evergreen and deciduous trees as shown in the planting detail and as per the Landscape Specifications.
26. Remove stakes and guying from all trees after one year from planting.

CITY OF CORAL SPRINGS NOTES

1. A PRE-PLANTING MEETING SHALL BE SCHEDULED WITH THE CITY FORESTER OR LANDSCAPE INSPECTOR AND THE LANDSCAPE CONTRACTOR BEFORE ANY INSTALLATION BEGINS.
2. THE USE OF CYPRESS MULCH IS DISCOURAGED AND ALL MULCH IS TO BE KEPT AT A MINIMUM OF 6 INCHES FROM THE BASE OF ALL PLANT MATERIAL.
3. ALL MECHANICAL EQUIPMENT, DUMPSTER ENCLOSURES, AC UNITS, ETC. SHALL BE SCREENED WITH PLANT MATERIAL IN ADDITION TO THE MINIMUM LANDSCAPE REQUIREMENTS AT THE HEIGHT OF THE EQUIPMENT.
4. EXISTING MATURE TREES THAT ARE REMAINING ON SITE SHALL BE PROPERLY PRUNED BY A CERTIFIED ARBORIST PRIOR TO ANY CONSTRUCTION ACTIVITY TAKING PLACE, REFER TO NOTES BELOW.
5. ALL EXISTING TREES AND PALMS SHALL BE PROPERLY PRUNED BY A CERTIFIED ARBORIST PRIOR TO THE FINAL LANDSCAPE INSPECTION, REFER TO NOTES BELOW.
6. POLES AND TIES ARE TO BE REMOVED FROM TREES PRIOR TO PLANTING. TREES ARE TO BE ABLE TO STAND WITHOUT SUPPORT. THOSE THAT CAN NOT STAND UPRIGHT WILL BE REJECTED.
7. THE USE OF SISAL STRAPPING/ROPE IS REQUIRED TO BE INCORPORATED AROUND THE TREE WHEN WELLINGTON TAPE IS USED TO STABILIZE THE PLANTING.
8. LANDSCAPE MATERIAL PLACED ADJACENT TO CURBING SHALL BE PLANTED 3 FEET BACK FROM FACE OF CURBS.
9. ALL INVASIVE SPECIES AND PALMS SPROUTING FROM MOTHER NATURE ALONG THE CANAL ON THE SOUTH SIDE NEED TO BE REMOVED. THE AREA SHOULD ONLY BE SOD TO THE EDGE OF WATER, ST. AUGUSTINE SOD IS TO BE USED.

NOTE: CITY OF CORAL SPRINGS NOTES SUPERCEDE ALL OTHER NOTES AND DETAILS

PLANT LIST

SYM	COMMON NAME	BOTANICAL NAME	DESCRIPTION	QTY.	NATIVE	DROUGHT TOLERANCE
	TREES					
CO	SATIN LEAF	CHRYSOPHYLLUM OLIVIFORME	3" D.B.H., 18' MIN. HT., 5' SPRD., STD. TRUNK	11	Y	H
QV	LIVE OAK	QUERCUS VIRGINIANA	3" D.B.H., 18' MIN. HT., 8' SPRD., 5' CT.	17	Y	H
MF	SIMPSON'S STOPPER	MYRCIANTHES FRAGRANS	3" D.B.H., 12' MIN. HT., 5' SPRD.	9	Y	H
LL	WILD TAMARIND	LEUCAENA LEUCOCEPHALA	3" D.B.H., 14' MIN. HT., 6' SPRD., 5' CT.	12	Y	H
CES	SILVER BUTTONWOOD	CONOCARPUS ERECTUS 'SERICEUS'	3" D.B.H., 14' MIN. HT., 4' SPRD.	12	Y	H
CE	GREEN BUTTONWOOD	CONOCARPUS ERECTUS	3" D.B.H., 15' MIN. HT., 6' SPRD.	15	Y	H
TD	BALD CYPRESS	TAXODIUM DISTICHUM	3.5" D.B.H., 16' MIN HT., 4' SPRD.	24	Y	M
SP	CABBAGE PALM	SABAL PALMETTO	CLEAN STRAIGHT TRUNK, REGEN. HEADS, BOOTS REMOVED, REFER TO PLAN FOR CT.	44	Y	H
AR	RED MAPLE	ACER RUBRUM	3" D.B.H., 14' MIN. HT., 6' SPRD.	11	Y	M
EX	EXISTING TREES	REFER TO TREE REMOVAL PLAN FOR DETAILS				
	SHRUBS					
HP	FIREBUSH	HAMELIA PATENS	30"MIN. HT., 24"MIN. SPRD., 36" O.C.	298	Y	M
CI	RED TIP COCOPLUM	CHRYSOBALANUS ICACO 'RED TIP'	18" MIN. HT., 24" MIN. SPRD., 24" O.C.	222	Y	H
	GROUNDCOVER					
BF	BULBINE	BULBINE FRUTESCENS 'DESERT CANDLE'	FULL, 6" HT. 8" SPRD., 12" O.C.	350	N	M
FM	GREEN ISLAND FICUS	FICUS MICROCARPA	12" MIN. HT., 12" SPRD., 30" O.C.	48	N	H
EL	GOLDEN CREEPER	ERNODEA LITTORALLIS	1 GAL., 3" MIN. HT., 8" SPRD., 18" O.C.	608	Y	M
ZP	COONTIE	ZAMIA PUMILA	15" MIN. HT., 10" SPRD., 30" O.C.	67	Y	H
MC	MUHLY GRASS	MUHLENBERGIA CAPILLARIS	18" MIN. HT., 18" SPRD., 24" O.C.	244	Y	H
VO	MRS. SCHILLER'S DELIGHT	VIBURNUM OBOVATUM 'MRS. SCHILLERS DELIGHT'	15" MIN. HT., 15" SPRD., 24" O.C.	69	Y	H
BAHIA SOD	ARGENTINE BAHIA ST. AUGUSTINE GRASS	PASLALLIM NOTATUM 'ARGENTINE' STENOTAPHRUM SECUNDATUM	SOLID SOD, CONTRACTOR TO VERIFY QTY. SOLID SOD, CONTRACTOR TO VERIFY QTY.			

Y = NATIVE SPECIES, N = NON-NATIVE SPECIES, H = HIGH DROUGHT TOLERANCE, M = MODERATE DROUGHT TOLERANCE
D.B.H. = DIAMETER MEASURED AT 4.5' FROM TOP OF ROOTBALL

NOTE:
1. PLANT DESCRIPTIONS ARE FOR MINIMUM ACCEPTABLE SPECIFICATIONS. ALL CRITERIA LISTED FOR CONTAINER SIZE, CALIPER, HEIGHT, SPREAD, ETC. MUST BE MET FOR PLANT MATERIAL ACCEPTANCE. FOR EXAMPLE, IF A THREE GALLON SHRUB DOES NOT MEET THE HEIGHT OR SPREAD SPECIFICATION, IT WILL NOT BE ACCEPTED.
2. IF SPECIFIED PLANTS ARE UNAVAILABLE AT TIME OF CONSTRUCTION, CONTRACTOR MAY REPLACE SPECIFIED PLANTS WITH PLANTS APPROVED BY LANDSCAPE ARCHITECT AND CITY STAFF.
3. ALL OPEN SPACE AREAS WITHIN THE PROPERTY SHALL BE SODDED UNLESS PAVED, SEEDED AND MULCHED OR PLANTED WITH SHRUBS AND GROUND COVER.
4. ALL LANDSCAPED AREAS WILL BE 100% IRRIGATED WITH A CENTRAL AUTOMATIC IRRIGATION SYSTEM INCLUDING A RAIN SENSOR.
5. CONTRACTOR SHALL REPLACE ANY EXISTING SOD OR OTHER PLANT MATERIALS DAMAGED DURING CONSTRUCTION IN AREAS THAT ARE OUTSIDE PROPOSED LANDSCAPE AS SHOWN ON THE PLAN.

Galen J Pugh

Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D0000180F7712EC7000, 8443, CN=Galen J Pugh
Date: 2023.10.19 16:30:21-04'00'

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CPH, Inc.
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000926
Landscape No. LC000298

GALEN J. PUGH LANDSCAPE ARCHITECT LA0001522 STATE OF FLORIDA
Galen J. Pugh, RLA
LA0001522
Oct 19, 2023

CHICK-FIL-A
Coral Springs
1341 N. University Drive
Coral Springs, Florida 33071

FSR#01877

BUILDING TYPE / SIZE: S03 A TYPE/4,625 S.F.
RELEASE: vX.YY.MM

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
1		
2		
3		
4		

CONSULTANT PROJECT # C29142
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SHEET
LANDSCAPE NOTES

SHEET NUMBER
L-5.0

Permit

J:\C29142\Landscape\DWG\PrelimnaryDesign\Plans\C29142-LSP.dwg, 10/19/2023 4:21:05 PM, Almond, Alexander, _cph - Civil And Landscape.stb

TREE LIST						
NUMBER	NAME	D.B.H. INCHES	CONDITION	STATUS	REMARKS	D.B.H. REMOVED
1323	POND CYPRESS	12	2	REMOVE		12
1324	POND CYPRESS	8.4	2	REMAIN		
1325	SILVER BUTTONWOOD	7	3	REMAIN		
1326	SILVER BUTTONWOOD	6	3	REMAIN		
1327	MAGNOLIA	3	3	REMOVE		3
1328	CRAPE MYRTLE	4,3,3,3,2,2	3	REMAIN		
1329	CRAPE MYRTLE	2,2,2,2,2,2,2,2	3	REMAIN		
1330	POND CYPRESS	7	3	REMAIN		
1331	POND CYPRESS	4	3	REMAIN		
1332	POND CYPRESS	6.5	3	REMAIN		
1333	GREEN BUTTONWOOD	11.9	3	REMAIN		
1334	POND CYPRESS	3	4	REMOVE	CONDITION	3
1335	POND CYPRESS	2	4	REMOVE	CONDITION	2
1336	GREEN BUTTONWOOD	15.2	3	REMAIN		
1337	POND CYPRESS	2	3	REMAIN		
1338	GREEN BUTTONWOOD	10.9	3	REMAIN		
1339	SILVER BUTTONWOOD	3	3	REMAIN		
1340	SILVER BUTTONWOOD	4	3	REMAIN		
1341	GREEN BUTTONWOOD	14	3	REMAIN		
1342	CABBAGE PALM	12	3	REMAIN		
1343	SILVER BUTTONWOOD	3.5	3	REMAIN		
1344	CABBAGE PALM	13	3	REMAIN		
1345	LIVE OAK	13.2	2	REMAIN		
1346	CRAPE MYRTLE	3,5,3,4,5	3	REMOVE	*	
1347	LIVE OAK	9.9	2	REMAIN		
1348	CRAPE MYRTLE	8,8,7	4	REMOVE	CONDITION	24
1349	DAHOON HOLLY	2.5	3	REMAIN		
1350	CRAPE MYRTLE	2,2,2,2,2,2,2,2,2	3	REMOVE	*	
1351	LIVE OAK	12	2	REMAIN		
1352	CRAPE MYRTLE	4,5,6,6,7	4	REMOVE	CONDITION	28
1353	SILVER BUTTONWOOD	4	3	REMOVE		4
1354	CRAPE MYRTLE	6,6,6,4,3,3,3	4	REMOVE	CONDITION	31
1355	CRAPE MYRTLE	2,3,3,4,6,6,6	4	REMOVE	CONDITION	30
1356	LIVE OAK	7	3	REMOVE		7
1357	SILVER BUTTONWOOD	13.4	3	REMAIN		
1358	SILVER BUTTONWOOD	8	3	REMAIN		
1359	SILVER BUTTONWOOD	7	3	REMAIN		
1360	SILVER BUTTONWOOD	4	3	REMOVE		4
1361	CABBAGE PALM	11	2	REMAIN		
1362	CABBAGE PALM	11	2	REMAIN		
1363	JOEWOOD	8	3	REMAIN		
1364	CABBAGE PALM	10.2	3	REMAIN		
1365	CABBAGE PALM	10.8	3	REMAIN		
1366	SILVER BUTTONWOOD	7	3	REMAIN		
1367	CABBAGE PALM	11	3	REMAIN		
1368	CABBAGE PALM	11	3	REMAIN		
1369	CABBAGE PALM	11	3	REMAIN		
1370	CABBAGE PALM	11	3	REMAIN		
1371	CABBAGE PALM	11	3	REMAIN		
1372	CABBAGE PALM	11	3	REMAIN		
1373	CABBAGE PALM	11	3	REMAIN		
1374	SILVER BUTTONWOOD	8.6	2	REMAIN		
1375	SILVER BUTTONWOOD	12.1	2	REMAIN		
1376	DAHOON HOLLY	5.6	4	REMOVE	CONDITION	5.6
1377	DAHOON HOLLY	5	4	REMOVE	CONDITION	5
TREE CONDITIONS: 1 - EXCELLENT, 2 - GOOD, 3 -FAIR, 4 - POOR, 5 - VERY POOR, 6 - DEAD						

* TREES REMOVED AT CITY OF CORAL SPRINGS REQUEST

TOTAL PALMS REMOVED: 32

TOTAL PALMS PROPOSED: 32

TREE CONDITIONS INCHES REMOVED
CONDITION 1-3: 789.6"
CONDITION 4-6 (POOR-DEAD): 152.8"

TREE REPLACEMENT
MITIGATION TREE INCHES: 114"
UPSIZED CODE REQUIRED TREE SURPLUS INCHES: 79"
TOTAL MITIGATION INCHES PROPOSED: 193"

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Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000926
Landscape No. LC000298

REGISTERED LANDSCAPE ARCHITECT
GALEN J. PUGH
LA0001522
STATE OF FLORIDA

Galen J. Pugh, RLA
LA0001522
Oct 19, 2023

This item has been digitally signed and sealed by Galen J. Pugh on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

CHICK-FIL-A
Coral Springs
1341 N. University Drive
Coral Springs, Florida 33071

FSR#01877

BUILDING TYPE / SIZE: S03 A TYPE/4,625 S.F.
RELEASE: vX.YY.MM

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
1		
2		
3		
4		

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SHEET
TREE REMOVAL NOTES AND DETAILS

SHEET NUMBER
TR-5.1

D8 WEST ELEVATION
3/16" = 1'-0"

C8 NORTH ELEVATION
3/16" = 1'-0"

B8 SOUTH ELEVATION
3/16" = 1'-0"

A8 EAST ELEVATION
3/16" = 1'-0"

FINISH SCHEDULE - EXTERIOR

MARK	DESCRIPTION	MANUFACTURER	MODEL NAME	MODEL NUMBER	COLOR	NOTE
EXTERIOR						
BR-A	BRICK VENEER (PRIMARY)	*	MODULAR	*	*	MATCH EXISTING
CP-1	CANOPY METAL FASCIA		DURA COAT	DC19ST-2703	DARK BRONZE	OIL RUBBED BRONZE METALLIC TEXTURE PVD
CP-2	CANOPY METAL DECK				WHITE	SMOOTH WHITE, HIGH GLOSS
EC-1	PARAPET WALL COPING	DUROLAST / EXCEPTIONAL METALS			WHITE	MATCH EXISTING
PT-100	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 2807	ROOKWOOD	REFUSE ENCLOSURE. FINISH: SEMI-GLOSS ON DOOR FRAMES, SATIN ON WALLS
PT-113	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350		DARK BRONZE	FINISH: SEMI-GLOSS
SC-1	STUCCO	SHERWIN WILLIAMS	NOMADIC DESERT	PT-103	SW6107	FINISH: SAND MEDIUM
SC-2	STUCCO	SHERWIN WILLIAMS	TOASTY	PT-109	SW6095	FINISH: SAND MEDIUM
SC-3	STUCCO	SHERWIN WILLIAMS	GROUNDED	PT-116	SW6089	FINISH: SAND MEDIUM
ST-1	STOREFRONT	YKK	YES 45		MATCH EXISTING	

SC-1 / PT 103
NOMADIC DESERT
CODE: SW6107

SC-2 / PT 109
TOASTY
CODE: SW6095

SC-3 / PT 116
GROUNDED
CODE: SW6089

Chick-fil-A
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Atlanta, Georgia
30349-2998

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CPH, Inc.
Licenses:
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Survey L.B. No. 7143
Arch. Lic. No. AA26009926
Lndscp. Lic. No. LC0000298

STATE OF FLORIDA
TIMOTHY K. SHERRARD
AR92948
REGISTERED ARCHITECT

CHICK-FIL-A
CORAL SPRINGS

1341 N. UNIVERSITY DRIVE
CORAL SPRINGS, FL 33071

FSR# 1877

BUILDING TYPE / SIZE: SRI S03A ALL
RELEASE: v2_20.08

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

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SHEET
EXTERIOR COLORED ELEVATIONS

SHEET NUMBER
A-302

Autodesk Docs://FL_01877_Coral Springs_2020.10_REII/01877_Coral Springs_ARC.rvt
8/25/2023 11:39:15 AM
10-S03A-1877-A-302-EXTERIOR COLORED ELEVATIONS

TRAFTECH ENGINEERING, INC.

Ms. Jenna Lane – Planning Manager
Development Services Department
9500 W. Sample Road
Coral Springs, Florida 33065

October 3, 2023

Re: Chick-fil-A (1341 N University Drive) – Coral Springs, Florida
Review of Queuing Analysis, Parking Study, and Traffic Study

Dear Jenna:

Traf Tech Engineering, Inc. reviewed the Chick-fil-A Queuing Analysis, Parking Study, and Traffic Impact Statement prepared by cph dated March 2023. Additionally, the proposed site improvement plans (Sheets C-2.0A) dated 5/26/2023) illustrating the new internal circulation, drive-through layout and stacking capacity was also reviewed. The following is a summary of our findings:

- Traf Tech Engineering, Inc. concurs that the proposed site improvement plan is superior to the current conditions at the site from a queuing standpoint. The new plan provides queuing lanes separate from parking aisles, which is desirable and provides more queuing capacity.

- The Parking Study demonstrates the 116 on-site parking spaces are sufficient to accommodate the peak parking demands of the expanded Chick-fil-A restaurant and bridal store.

- Based on the traffic study, the level of service of the immediate roadways and intersections is projected to be acceptable. Figure 4 of the traffic study shows a southbound right-turn movement of 2% at Shadow Wood Boulevard and the private access road. This should be corrected to show a southbound through movement. Also, the westbound approach percentages at University Drive/Shadow Wood Boulevard show 75% trip assignment while only 63% should be assigned. These corrections will not affect the conclusions of the traffic study.

- To ensure adequate geometry at the future drive-through lanes, the applicant should provide AutoTURN analyses showing two side-by-side vehicles executing the two 90-degree turns of the future drive-through lanes.

Sincerely,

TRAF TECH ENGINEERING, INC.

Joaquin E. Vargas, P.E.
Senior Transportation Engineer

CORAL SPRINGS
EVERYTHING UNDER THE SUN

September 26, 2023

Julie Krolak
Director of Development Services
9500 West Sample Road
Coral Springs, FL 33065

Re: Letter of Support for the Approval of SE23-0006/CA23-0004

Dear Ms. Krolak,

The Coral Springs Office of Economic Development has reviewed the plans to modify the drive-through configuration at Chick-Fil-A and supports approval.

The establishment is very popular and the drive-through line often backs up on to University Drive which can be a hazard. The reconfiguration will ease the congestion and improve the flow of traffic.

Chick-Fil-A is well-known as a good community partner and their philanthropic contributions have a positive impact on the City and its residents.

Best regards,

Kristi J. Bartlett

Kristi J. Bartlett, CEcD, FRA-RP
Director of Economic Development
City of Coral Springs

Summary Sheet

Agenda Item: 6.

Meeting Date: November 1, 2023

Subject: Minutes Approval (Georgia Elliott)

Requested Action: Request to approve the City Commission meeting summaries of October 18, 2023 Workshop and October 18, 2023 Regular Meeting.

Placement: Consent

Attachments: Summary of October 18, 2023 Workshop
Summary of October 18, 2023 Regular Meeting

CITY OF CORAL SPRINGS, FLORIDA

CITY COMMISSION WORKSHOP

DRAFT SUMMARY

Wednesday, October 18, 2023
4:00 PM

Sawgrass Room
9500 West Sample Road
Coral Springs, Florida 33065

Call to Order

Mayor Brook called the meeting to order at 4:05 p.m.

Roll Call

Mayor Scott Brook
Vice Mayor Shawn Cerra
Commissioner Nancy Bowen
Commissioner Joshua Simmons
Commissioner Joy Carter (via telephone)

Also in attendance:
City Manager Frank Babinec
Deputy City Attorney Dunkiel
City Clerk Georgia Elliott

Moment of Silence

Pledge of Allegiance

Commission Workshop Items

1. Broward Up! Presented by Dr. Jennifer Saint Louis (Kristi Bartlett)

Director Kristi Bartlett introduced Dr. Jennifer Saint Louis of Broward College. Dr. Saint Louis presented the Broward Up! Program, which provides workforce training and student support services throughout the county. A copy of the presentation was included in this summary packet. She reviewed programs offered, including career pathway navigators and career services, highlighted impacts of the program, and reviewed county-wide collaboration efforts. The Commission had an opportunity to discuss and ask questions. There was consensus for the city to partner with Broward Up! to offer services to Coral Springs residents. City Manager Babinec stated that staff would review the Memorandum of Understanding and consider adding language regarding teacher preference and childcare.

2. Charter Review Committee Overview (Dale Pazdra and Andrew Dunkiel)

Deputy City Manager Dale Pazdra and Deputy City Attorney Andrew Dunkiel presented a summary of the Charter Review Committee's recommended changes to the city charter. A copy of the presentation was included in this summary packet. The Commission had an opportunity to discuss and ask questions. City Manager Babinec stated that a workshop to discuss the recommendations further would be scheduled for no earlier than January.

City Manager Babinec provided an update on a pickleball discussion from the October 11, 2023 Retreat relating to resident confusion over the use of park facilities. He explained that Parks and Recreation was working with the pickleball community to address questions. He stated that there is a sports policy and a city ordinance that govern the rules for use of city facilities for any sport and that the city will follow those rules until the Commission decides to change them. The

Commission had an opportunity to discuss the topic. City Manager Babinec noted that staff's recommendation to deal with the issue that arose was to allow the group to do what they had planned and set up processes, policies, and procedures for future use.

Commission Communications

- Workshop meeting times were discussed, and City Manager Babinec agreed to schedule workshops to start at 5:00 p.m. unless an earlier time is necessary.
- The Commission's statement relating to the recent terrorist attacks against Israel and the response from residents was discussed. Director Lynne Martzall recommended standing behind the statement that the city supports all affected communities. City Manager Babinec stated that staff would work on an additional statement for the Commission to review.
- Vice Mayor Cerra requested a meeting with City Manager Babinec, City Attorney Hearn, and Deputy City Manager Pazdra to discuss the Center for the Arts.
- It was noted that a comprehensive salary analysis had been done for the City Manager and City Attorney positions, and there was a request to increase the City Manager's salary to the average market base salary of $307,375.00.
- Deputy City Manager noted that Commission Connection is usually held in the spring.

Adjournment

There being no further business, the meeting was adjourned at 5:47 p.m.

_____

Georgia Elliott, CMC
City Clerk

These minutes are a permanent public record of the City of Coral Springs maintained in the Office of the City Clerk.

CITY OF CORAL SPRINGS, FLORIDA

CITY COMMISSION MEETING

DRAFT SUMMARY

Wednesday, October 18, 2023
6:30 PM

Commission Chambers, City Hall
9500 West Sample Road
Coral Springs, FL 33065

Call to Order
Mayor Brook called the meeting to order at 6:31 p.m.

Roll Call
Mayor Scott Brook
Vice Mayor Shawn Cerra
Commissioner Nancy Bowen
Commissioner Joshua Simmons
Commissioner Joy Carter (Absent)

Also in attendance:
City Manager Frank Babinec
City Attorney John Hearn
City Clerk Georgia Elliott

Moment of Silence

Pledge of Allegiance

Maximus Del Valle, Park Springs Elementary School, Grade 3
Sophia Del Valle, Park Springs Elementary School, Grade 3

Recognitions/Proclamations/Presentations

1. **Proclamation, Hindu Heritage Month (Mayor Brook)**
   The City Commission proclaimed October 2023 as “Hindu Heritage Month” in the City of Coral Springs.

2. **Proclamation, Diwali "Festival of Lights" (Mayor Brook)**
   The City Commission proclaimed November 12, 2023 as Diwali "Festival of Lights" in the City of Coral Springs.

3. **Recognition, Let's Chill Homemade Ice Cream (Mayor Brook)**
   The City Commission recognized Let’s Chill Homemade Ice Cream for receiving Yelp’s Award for the best ice cream shop in Florida and ranking number two in the nation.

4. **Proclamation, National Code Compliance Month (Julie Krolak)**
   The City Commission proclaimed the month of October 2023 as “National Code Compliance Month” in the City of Coral Springs.

5. **Proclamation, National Community Planning Month (Julie Krolak)**
   The City Commission proclaimed the month of October 2023 as “National Community Planning Month” in the City of Coral Springs.

Public Comment

- Delvin King shared a negative experience with the Police Department.
- Gertrude Evelyn requested a review of the ordinance relating to paint colors for duplexes.
- Cathy and Phil Fischer shared a complaint regarding semitrucks parking in a residential area.
- Curt Tiefenbrun expressed appreciation for the city's recognition of diversity.
- Robert Fogel shared thoughts relating to development in the city.
- Rivki Teitelbaum shared safety concerns regarding plans to close the current opening on University and Sample going to the shopping mall near the Broken Woods community.
- Zalman Teitelbaum shared suggestions for downtown development.
- Diane Wise requested that the city stop building apartments.
- Joe Morera thanked City Manager Babinec and City Attorney Hearn.

Public Hearings/Special Meeting Announcements

6. Resolution 2023-045, Approval of Petition DE23-001 for Dedication of Utility Easement (John Norris)

Request to hold public hearing and approve petition DE-0001 for the dedication of a utility easement on Fire Station 64 property to Coral Springs Improvement District across a portion of Parcel "D", Ramblewood South, according to the Plat thereof as recorded in Plat Book 78, Page 19, of the Public Records of Broward County Florida and adopt Resolution 2023-045 approving petition DE23-001. Funding Source: Not Applicable. Strategic Goal: Not applicable. (REQUEST TO HOLD PUBLIC HEARING, APPROVE, AND ADOPT)

City Attorney Hearn read the item into the record. Director John Norris explained the item. Public hearing was opened, there were no comments. Public hearing closed.

Motion: Resolution 2023-045 was approved and adopted.
Result: Passed (Unanimously)
Mover: Commissioner Simmons
Seconder: Vice Mayor Cerra

7. Ordinance 2023-120, First Reading Comprehensive Plan Amendment (Julie Krolak)

Request to hold public hearing and approve first reading of Ordinance 2023-120 to amend the Comprehensive Plan to amend the policies within the Future Land Use Element of the Comprehensive Plan to incorporate Broward County land use plan policies and add a new Property Rights Element to maintain consistency with city, regional and state regulations; authorize staff to transmit the amendment to appropriate review agencies; and to set second reading to December 6, 2023. Funding Source: Not Applicable. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO HOLD PUBLIC HEARING, APPROVE, TRANSMIT, SET SECOND READING)

City Attorney Hearn read the item into the record. Assistant Director Tina Jou presented slides explaining the item. A copy of her presentation was included in this summary packet. Public hearing was opened, there were no comments. Public hearing closed.

Motion: Ordinance 2023-120 was approved on first reading and second reading set to December 6, 2023.
Result: Passed (Unanimously)
Mover: Commissioner Simmons
Seconder: Commissioner Bowen

8. Special Exception (SE22-0006), Cornerstone North Block Condition Modification (Julie Krolak)

Request to hold quasi-judicial hearing and public hearing to approve petition of MCREF MFR I Coral Springs II, LLC for **modification to a condition of approval** for Special Exceptions

(SE22-0006) from Land Development Code Sections 2501058 (Building Typologies), 2501059 (DTMU Building Type Table), and 2501061 (General Design Standards) relative to maximum first floor heights for residential development, lot coverage, commercial private frontage, and storefront character requirements to accommodate the construction of a mixed use development consisting of 353 residential units and approximately 33,000 square feet for nonresidential use on the North Block (Parcel A); 351 residential units, approximately 17,330 square feet for nonresidential use (Parcel B), and a 144-unit hotel (Parcel C) on the South Block in the Downtown Mixed-Use (DT-MU) Zoning District, located at the southwest corner of W Sample Road and N University Drive, legally described as Parcels A, B, and C, Cornerstone Downtown Coral Springs, authorize the City Attorney's Office to draft an order approving modification to the conditions of SE22-0006 and adopt said order. Funding Source: Not Applicable. Strategic Goal: A Thriving, Resilient Business Community. (SE22-0006) (REQUEST TO HOLD QUASI-JUDICIAL AND PUBLIC HEARING HEARING, APPROVE, AUTHORIZE, ADOPT)

City Attorney Hearn read the item into the record. He announced that there were no affected parties and that a quasi-judicial hearing would not be held. Public hearing was opened. Matthew Scott presented the item to the Commission. Public hearing closed.

Motion: The modification was approved and adopted.
Result: Passed (Unanimously)
Mover: Commissioner Simmons
Seconder: Vice Mayor Cerra

Consent

Motion: To approve Consent items 9, 11, 12, 13, 14, and 15.
Result: Passed (Unanimously)
Mover: Commissioner Bowen
Seconder: Vice Mayor Cerra

9. Minutes Approval (Georgia Elliott)
Request to approve the City Commission meeting summary of October 4, 2023.

10. Resolution 2023-046, Approval of Bill of Sale for Water and Sewer Improvements (John Norris)
Request to approve resolution 2023-046 for the bill of sale of water and sewer improvements within the Ramblewood Drive right of way and within utility easements at Fire Station 64 to Coral Springs Improvement District. Funding Source: Not Applicable. Strategic Goal: Not Applicable. (REQUEST TO APPROVE)

This item was pulled from Consent Agenda. Director John Norris explained the item.

Motion: Resolution 2023-046 was approved.
Result: Passed (Unanimously)
Mover: Commissioner Bowen
Seconder: Commissioner Simmons

11. Neighborhood Partnership Agreement, Pelican Pointe Townhomes (NPP23-0002) (Julie Krolak)
Request to approve Neighborhood Partnership Agreement with Pelican Pointe Townhome Association, Inc. in the amount of $5,000 and authorize the appropriate City officials to execute the approved agreement. Funding Source: Approved Capital Budget. Strategic Goal: An Attractive Community. (NPP23-0002) (REQUEST TO APPROVE, AUTHORIZE)

12. Neighborhood Partnership Agreement, Shadow Wood Condominium Association, Inc. (NPP23-0003) (Julie Krolak)

Request to approve Neighborhood Partnership Agreement with Shadow Wood Condominium Association, Inc. in the amount of $5,000 and authorize the appropriate City officials to execute the approved agreement. Funding Source: Approved Capital Budget. Strategic Goal: An Attractive Community. (NPP23-0003) (REQUEST TO APPROVE, AUTHORIZE)

13. MCREF III Coral Springs Apartments, LLC (Cornerstone) Parking, Staging, and Crane Agreements Amendment (CON20-0010) (Julie Krolak)

Request for a three-month extension of License Agreements with MCREF III Coral Springs Apartments, LLC approving the use of parking spaces on City property, use of City property for a staging area, and use of air space over City property and rights-of-way for tower cranes for the project located at 3300 University Drive (Cornerstone). Funding Source: Not Applicable. Strategic Goal: A Thriving, Resilient Business Community. (CON20-0010) (REQUEST TO APPROVE)

14. Resolution 2023-047, Removal or Relocation of Out-of-Service Utility Hardware (John Norris)

Request to adopt Resolution 2023-047, a resolution requesting the Broward Delegation of the Florida Legislature to prioritize and draft a bill to be considered during the 2024 or future legislative session addressing the removal or relocation by utility operators of obsolete or out-of-service utility hardware and other infrastructure. Funding Source: Not Applicable. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO ADOPT)

15. Night Vision Goggles (Chief McKeone)

Request to award the purchase for Bid #23-C-301F for Night Vision Goggles to **Lawmen's and Shooter's Supply, Inc**. of Titusville, Florida in the not to exceed amount of $57,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

Policy Formation and Direction

16. Security Camera Systems and Installation Services (Chief McKeone)

Request to approve the increase in the estimated annual expenditure amount from $100,000 to $705,000 for Security Camera Systems and Installation Services through GSA Contract #GS-07F-173GA to **ER Tech Systems Group, Inc. dba Broadcast Systems** of Pompano Beach, Florida from October 18, 2023 through August 31, 2027. Funding Source: Approved Capital, Operating and Grant Funds. Strategic Goal: A Family-Friendly Community. (REQUEST TO APPROVE)

Police Chief Brad McKeone explained the item and addressed the questions from the Commission.

Motion: The increase was approved.
Result: Passed (Unanimously)
Mover: Commissioner Bowen
Seconder: Commissioner Simmons

17. Cypress Hammock Park Building Improvements (Robert Hunter)

Request to award the contract for Bid #23-B -289F for Cypress Hammock Park Building Improvements to **Anzco, Inc.** of Boca Raton, Florida in the amount of $559,981; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $45,000. Funding Source: Approved ARPA and Capital Budget. Strategic Goal: An Active, Healthy Community. (REQUEST TO AWARD, AUTHORIZE)

Director Robert Hunter explained the item.

Motion: The contract was awarded.
Result: Passed (Unanimously)
Mover: Commissioner Simmons
Seconder: Vice Mayor Cerra

18. New and Replacement Vehicles (John Norris)

Request to award Florida Sheriffs Association Contract No. FSA23-VEL31.0, Pursuit, Administrative and Other Vehicles via their awarded vendors from October 18, 2023 through September 30, 2024 in the not to exceed amount of $1,700,000; and request to award Florida Sheriffs Association Contract No. FSA23- VEH21.0, Heavy Trucks & Buses via their awarded vendors from October 18, 2023 through September 30, 2024 in the not to exceed amount $780,000. The total not to exceed amount is $2,480,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

Director John Norris explained items 18, 19, and 20. The Commission commented on the preference for electric vehicle options. Mr. Norris and City Manager Babinec fielded questions from the Commission.

Motion: The contract was awarded.
Result: Passed (Unanimously)
Mover: Commissioner Bowen
Seconder: Commissioner Simmons

19. Motor Vehicles (John Norris)

Request to approve the increase in the not to exceed annual amount from $1,700,000 to $2,500,000 to Florida State Term Contract No. 25100000-23-STC, Motor Vehicles via their awarded vendors from October 18, 2023 through May 16, 2025. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE)

Motion: The increase was approved.
Result: Passed (Unanimously)
Mover: Commissioner Bowen
Seconder: Commissioner Simmons

20. Heavy Equipment (John Norris)

Request to award the Florida Sheriffs Association Contract No. FSA23-EQU21.0, Heavy Equipment via their awarded vendors from October 18, 2023 through September 30, 2025. The estimated annual expenditure is $500,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

Motion: The contract was awarded.
Result: Passed (Unanimously)
Mover: Commissioner Simmons
Seconder: Commissioner Bowen

21. Agreement, Recycling Services (John Norris)

Request to approve Recycling Services Agreement with **Waste Management Inc. of Florida** for a five-year period commencing November 1, 2023. The agreement may be renewed for two (2) additional one-year terms by written mutual agreement options. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE)

Director John Norris explained the item. There was a request to add a clause to terminate the contract as needed, and City Attorney Hearn confirmed it was negotiated in the contract.

Motion: The agreement was approved.
Result: Passed (Unanimously)
Mover: Commissioner Bowen
Seconder: Vice Mayor Cerra

22. **Appointment, Environmental Sustainability Committee (Julie Krolak)**
Request to consider the appointment of Clifton Eserman to the Environmental Sustainability Committee. (REQUEST TO APPOINT)

Motion: Clifton Eserman was appointed to the Environmental Sustainability Committee**.**
Result: Passed (Unanimously)
Mover: Commissioner Bowen
Seconder: Vice Mayor Cerra

23. **Appointment, Multi-Cultural Advisory Committee (Kathy Reul)**
Request to consider the appointment of Kamiah Hodge to the Multi-Cultural Advisory Committee. (REQUEST TO APPOINT)

Motion: Kamiah Hodge was appointed to the Multi-Cultural Advisory Committee**.**
Result: Passed (Unanimously)
Mover: Commissioner Simmons
Seconder: Vice Mayor Cerra

24. **Appointment, Nuisance Abatement Board (Chief Brad McKeone)**
Request to consider appointment of Clyde Parry to the Nuisance Abatement Board. (REQUEST TO APPOINT)

Motion: Clyde Parry was appointed to the Nuisance Abatement Board.
Result: Passed (Unanimously)
Mover: Vice Mayor Cerra
Seconder: Commissioner Simmons

25. **Reappointments, Various Committees (Dale Pazdra)**
Request to consider reappointments to the Environmental Sustainability Committee, the Martin Luther King Jr. Committee, and the Multi-Cultural Advisory Committee, per city guidelines. (REQUEST TO APPOINT)

Motion: The reappointments were approved.
Result: Passed (Unanimously)
Mover: Commissioner Simmons
Seconder: Commissioner Bowen

Commission Communications

- The commissioners announced office hours and provided contact information.
- Coral Springs Charter School Panthers were wished a happy homecoming.
- Public Commenter Curt Tiefenbrun was thanked for his remarks relating to the value of diversity in the community.
- City Manager Babinec stated that staff will bring back a discussion relating to paint colors for duplexes at a workshop.
- City Manager Babinec stated that staff were looking into the concern raised during Public Comment relating to a road closure.
- The Chamber of Commerce was wished a successful gala on Friday evening.
- Residents were encouraged to explore Three Friends Park.
- Thoughts relating to diversity were shared.
- A philosophy on opinion versus fact was shared.

- Downtown development was discussed.
- There was a request for staff to research having a sister city.

City Manager's Communication

26. City Manager Annual Review

Request to conduct an annual review of City Manager Frank Babinec. (REQUEST TO CONDUCT)

Members of the City Commission expressed their personal evaluation of City Manager Babinec.

Motion: The City Manager was rated as Exceeds Expectations, with a change to the City Manager's base salary from $288,114 to $307,375, the average market base salary, and a merit increase consistent with an Exceeds Expectations rating.
Result: Passed (Unanimously)
Mover: Vice Mayor Cerra
Seconder: Commissioner Simmons

Director Lynne Martzall Division shared that Division Chief Chris Bator had been honored with the Florida Fire Chief's Association Frank A. Babinec Lifetime Achievement Award, and that the Police Department's Community Involvement Unit had been honored with the Florida Crime Prevention Unit of the Year award. She announced upcoming city events, including Move with the Mayor on October 19, ribbon cutting at Kiwanis Park on October 20, Thrills and Chills on October 21, and the Pasta Dinner on October 28. Residents were encouraged to visit coralsprings.gov/events for more information.

City Manager Babinec requested to work with City Attorney Hearn to amend his employment contract. He explained his requested amendments to the Commission. City Attorney Hearn further explained that the renewal term language change discussed is customary, and that the healthcare premium language would apply to both the employment contracts of the City Manager and the City Attorney.

Motion: To approve the addendums as a draft and adopt.
Result: Passed (Unanimously)
Mover: Vice Mayor Cerra
Seconder: Commissioner Bowen

City Attorney's Communication

27. City Attorney Annual Review

Request to conduct an annual review of City Attorney John J. Hearn. (REQUEST TO CONDUCT)

Members of the City Commission expressed their personal evaluation of City Attorney Hearn.

Motion: The City Attorney was rated as Exceeds Expectations and awarded a merit increase consistent with his contract**.**
Result: Passed (Unanimously)
Mover: Vice Mayor Cerra
Seconder: Commissioner Simmons

Adjournment

There being no further business, the meeting was adjourned at 9:04 p.m.

_____

Georgia Elliott, CMC
City Clerk

These minutes are a permanent public record of the City of Coral Springs maintained in the Office of the City Clerk.

Summary Sheet

Agenda Item: 7.

Meeting Date: November 1, 2023

Subject: Contract, Mulch (Robert Hunter)

Requested Action:

Request to award the contract for Mulch via the Southeast Florida Governmental Purchasing Cooperative Group, City of Pompano Beach, Florida, Bid No. E-28-23, to **East Coast Mulch Corp.** of Jupiter, Florida and **Advance Mulch, Inc**. of Palm Beach Gardens, Florida, from November 1, 2023 through September 25, 2024, with an option to renew for four additional one-year terms. The estimated annual expenditure is $200,000. Funding Source: Approved Operating Budget. Strategic Goal: An Attractive Community. (REQUEST TO AWARD)

Funding Source: Approved Operating Budget

Placement: Consent

Attachments: Summary Sheet
#1 - Agreement with East Coast Mulch Corp.
#2 - Agreement with Advance Mulch, Inc.
Exhibit A - Mulch E-28-23

Background / Description:

The City has an ongoing need for mulch products within designated roadway medians, swales, parks, city buildings, and other areas on an as-needed basis. Most of the mulch required by the Parks and Recreation Department and Public Works Department is the blown-in-place mulch that is used in larger areas, such as the medians. The City staff determined that it is more cost-effective to have outside contractors complete these larger projects.

The Southeast Florida Governmental Purchasing Cooperative Group (Co-Op) began approximately 30 years ago with a small group of Broward County cities. The Co-Op has grown to over 46 public entities from Miami-Dade, Broward, and Palm Beach Counties. The purpose of the Co-Op is to combine the buying power of the members on products or services purchased by most of the members to achieve the best pricing under a term contract. The use of the Co-Op also reduces the time spent on bidding procedures and the quantity of bids that any one Co-Op member would have to complete. A lead agency completes the bidding for all the members that wish to participate in that product or service.

The Co-Op, with the City of Pompano Beach, Florida, acting as the lead agency, issued a bid for Mulch. As one of the Broward County government agencies participating in this bid, the City of Coral Springs receives the best available pricing for this commodity, as there are no other contracts available in this area of this size.

The Parks and Recreation Department, the Public Works Department, and the Purchasing Division staff

recommend the award for mulch through the Southeast Florida Governmental Purchasing Cooperative Group, City of Pompano Beach, Florida, Bid No. E-28-23, to East Coast Mulch Corp. of Jupiter, Florida and Advance Mulch, Inc. of Palm Beach Gardens, Florida, from November 1, 2023 through September 25, 2024, with an option to renew for four additional one-year terms. The estimated annual expenditure is $200,000.

Presenting: Robert Hunter

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Mulch (Robert Hunter)

PLACEMENT: Consent

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to award the contract for Mulch via the Southeast Florida Governmental Purchasing Cooperative Group, City of Pompano Beach, Florida, Bid No. E-28-23, to **East Coast Mulch Corp.** of Jupiter, Florida and **Advance Mulch, Inc**. of Palm Beach Gardens, Florida, from November 1, 2023 through September 25, 2024, with an option to renew for four additional one-year terms. The estimated annual expenditure is $200,000. Funding Source: Approved Operating Budget. Strategic Goal: An Attractive Community (REQUEST TO AWARD)

ATTACHMENTS: #1 – Agreement with East Coast Mulch Corp**.**
#2 – Agreement with Advance Mulch, Inc.

BACKGROUND / DESCRIPTION:

The City has an ongoing need for mulch products within designated roadway medians, swales, parks, city buildings, and other areas on an as-needed basis. Most of the mulch required by the Parks and Recreation Department and Public Works Department is the blown-in-place mulch that is used in larger areas, such as the medians. The City staff determined that it is more cost-effective to have outside contractors complete these larger projects.

The Southeast Florida Governmental Purchasing Cooperative Group (Co-Op) began approximately 30 years ago with a small group of Broward County cities. The Co-Op has grown to over 46 public entities from Miami-Dade, Broward, and Palm Beach Counties. The purpose of the Co-Op is to combine the buying power of the members on products or services purchased by most of the members to achieve the best pricing under a term contract. The use of the Co-Op also reduces the time spent on bidding procedures and the quantity of bids that any one Co-Op member would have to complete. A lead agency completes the bidding for all the members that wish to participate in that product or service.

The Co-Op, with the City of Pompano Beach, Florida, acting as the lead agency, issued a bid for Mulch. As one of the Broward County government agencies participating in this bid, the City of Coral Springs receives the best available pricing for this commodity, as there are no other contracts available in this area of this size.

The Parks and Recreation Department, the Public Works Department, and the Purchasing Division staff recommend the award for mulch through the Southeast Florida Governmental Purchasing Cooperative Group, City of Pompano Beach, Florida, Bid No. E-28-23, to East Coast Mulch Corp. of Jupiter, Florida and Advance Mulch, Inc. of Palm Beach Gardens, Florida, from November 1, 2023 through September 25, 2024, with an option to renew for four additional one-year terms. The estimated annual expenditure is $200,000.

PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND EASTCOAST MULCH CORP. FOR MULCH

THIS PIGGYBACK AGREEMENT, made and entered into the _____ day of_____, 2023 (hereinafter "Effective Date"), by and between:

CITY OF CORAL SPRINGS
a Florida municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter "CITY")

and

EASTCOAST MULCH CORP.
a Florida profit corporation
P.O. Box 1352
Jupiter, Florida 33468
(hereinafter "CONTRACTOR")

WHEREAS, the City of Pompano Beach, on behalf of the Southeast Florida Governmental Purchasing Cooperative Group, issued Bid Document Number E-28-23 for Mulch (hereinafter referred to as the "City of Pompano Beach Contract") to CONTRACTOR; and

WHEREAS, the City of Pompano Beach Contract is effective September 26, 2023 through September 25, 2024; and

WHEREAS, the City of Pompano Beach Contract has been reviewed by City staff and staff find that the Contract provided for Mulch; and

WHEREAS, Section 2-305.1(3) of the Code of Ordinances of the City of Coral Springs, Florida, authorizes CITY to procure purchases and acquisitions under contracts of the federal government and the State of Florida or its political subdivisions; and

WHEREAS, the City Commission has authorized CITY to utilize and piggyback their Bid award for the City of Pompano Beach Contract; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the City of Pompano Beach Contract in providing Mulch for CITY and the original Agreement with said pricing is attached hereto and incorporated herein as Exhibit "A;" and

NOW, THEREFORE, in consideration of the benefits provided by CONTRACTOR and the covenants and conditions herein expressed and the faithful performance of all such covenants and conditions, the parties agree as follows:

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are incorporated herein.

SECTION 2. The City of Pompano Beach Contract dated September 26, 2023 through September 25, 2024, is attached hereto and incorporated herein as Exhibit "A." The prices, terms, and conditions of the City of Pompano Beach Contract shall govern the relationship between CITY and CONTRACTOR, except as amended below:

A. The Scope of Services for work to be performed under this Agreement shall be as set forth in the City of Pompano Beach Contract, except said services shall be performed in and for CITY.

B. The Contract Administrator shall be Robert Hunter, Director of Parks and Recreation, or their designee.

C. The Contract expiration date is September 25, 2024 with the option to renew for four (4) additional one (1) year terms, but for not more than a cumulative total of five (5) years. The Contract may be renewed in accordance with the terms of the City of Pompano Beach Contract.

D. Notice to CITY shall be sent to:

CITY: Robert Hunter, Director of Parks and Recreation
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1841
Email: rhunter@coralsprings.gov

Copy to: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1104
Email: gdixon@coralsprings.gov

CONTRACTOR: Raymond Bowden, President
Eastcoast Mulch Corp.
P.O. Box 1352
Jupiter, Florida 33468
Email: rcmr@comcast.net

E. INSURANCE. CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

(a) Premises and Operations.
(b) Independent Contractors.
(c) Product and Completed Operations Liability.
(d) Broad Form Property Damage.
(e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
(f) Owner's or Contractor's Protective Liability.

UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require

any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than Two Million ($2,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

F. INDEMNIFICATION

The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR under this Agreement or the breach of this Agreement by CONTRACTOR.

CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to

defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

G. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

H. 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 accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

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

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

I. GOVERNING LAW; VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

J. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

K. TERMINATION

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, 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 subcontracts except as they may be necessary, to complete any continued portions of the work.

In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

L. FORCE MAJEURE AND APPROPRIATION

In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

M. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONSULTANT agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 3. In all other respects, the terms and conditions of the City of Pompano Beach Contract are hereby ratified and shall remain in full force and effect under this Agreement, as provided by its terms.

SECTION 4. This Agreement shall become effective upon the approval of the City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and EASTCOAST MULCH CORP. have hereunto set their hands and seals on the dates written below.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez
Christina Gomez (Oct 9, 2023 11:26 EDT)

CHRISTINA M. GOMEZ
Assistant City Attorney

EASTCOAST MULCH CORP.

By: Christine Bowden
Christine Bowden (Oct 9, 2023 11:25 EDT)

Print Name: Christine Bowden

Title: Manager

PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND ADVANCED MULCH, INC. FOR MULCH

THIS PIGGYBACK AGREEMENT, made and entered into the _____ day of_____, 2023 (hereinafter "Effective Date"), by and between:

CITY OF CORAL SPRINGS
a Florida municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter "CITY")

and

ADVANCED MULCH, INC.
a Florida profit corporation
P.O. Box 32943
Palm Beach Gardens, Florida 33420
(hereinafter "CONTRACTOR")

WHEREAS, the City of Pompano Beach, on behalf of the Southeast Florida Governmental Purchasing Cooperative Group, issued Bid Document Number E-28-23 for Mulch (hereinafter referred to as the "City of Pompano Beach Contract") to CONTRACTOR; and

WHEREAS, the City of Pompano Beach Contract is effective September 26, 2023 through September 25, 2024; and

WHEREAS, the City of Pompano Beach Contract has been reviewed by City staff and staff find that the Contract provided for Mulch; and

WHEREAS, Section 2-305.1(3) of the Code of Ordinances of the City of Coral Springs, Florida, authorizes CITY to procure purchases and acquisitions under contracts of the federal government and the State of Florida or its political subdivisions; and

WHEREAS, the City Commission has authorized CITY to utilize and piggyback their Bid award for the City of Pompano Beach Contract; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the City of Pompano Beach Contract in providing Mulch for CITY and the original Agreement with said pricing is attached hereto and incorporated herein as Exhibit "A;" and

NOW, THEREFORE, in consideration of the benefits provided by CONTRACTOR and the covenants and conditions herein expressed and the faithful performance of all such covenants and conditions, the parties agree as follows:

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are incorporated herein.

SECTION 2. The City of Pompano Beach Contract dated September 26, 2023 through September 25, 2024, is attached hereto and incorporated herein as Exhibit "A." The prices, terms, and conditions of the City of Pompano Beach Contract shall govern the relationship between CITY and CONTRACTOR, except as amended below:

A. The Scope of Services for work to be performed under this Agreement shall be as set forth in the City of Pompano Beach Contract, except said services shall be performed in and for CITY.

B. The Contract Administrator shall be Robert Hunter, Director of Parks and Recreation, or their designee.

C. The Contract expiration date is September 25, 2024 with the option to renew for four (4) additional one (1) year terms, but for not more than a cumulative total of five (5) years. The Contract may be renewed in accordance with the terms of the City of Pompano Beach Contract.

D. Notice to CITY shall be sent to:

CITY: Robert Hunter, Director of Parks and Recreation
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1841
Email: rhunter@coralsprings.gov

Copy to: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1104
Email: gdixon@coralsprings.gov

CONTRACTOR: Dawn Corrado, Office Manager
Advanced Mulch, Inc.
P.O. Box 32943
Palm Beach Gardens, Florida 33420
Email: info@advancedmulch.com

E. INSURANCE. CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

(a) Premises and Operations.
(b) Independent Contractors.
(c) Product and Completed Operations Liability.
(d) Broad Form Property Damage.
(e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
(f) Owner's or Contractor's Protective Liability.

UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require

any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than Two Million ($2,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

F. INDEMNIFICATION

The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR under this Agreement or the breach of this Agreement by CONTRACTOR.

CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to

defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

G. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

H. 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 accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

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

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

I. GOVERNING LAW; VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

J. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

K. TERMINATION

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, 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 subcontracts except as they may be necessary, to complete any continued portions of the work.

In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

L. FORCE MAJEURE AND APPROPRIATION

In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

M. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONSULTANT agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination of this Section.

SECTION 3. In all other respects, the terms and conditions of the City of Pompano Beach Contract are hereby ratified and shall remain in full force and effect under this Agreement, as provided by its terms.

SECTION 4. This Agreement shall become effective upon the approval of the City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and ADVANCED MULCH, INC. have hereunto set their hands and seals on the dates written below.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez
Christina Gomez (Oct 9, 2023 13:43 EDT)

CHRISTINA M. GOMEZ
Assistant City Attorney

ADVANCED MULCH, INC.

By: Dawn Corrado
Dawn Corrado (Oct 9, 2023 13:23 EDT)

Print Name: Dawn Corrado

Title: Vice President

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 2

BID/RFP No. E-28-23

Description/Title: Mulch

Initial Contract Term: Start Date: 09/26/2023 End Date: 09/25/2024

Renewal Terms of the Contract: 4 (No. of Renewals) Renewal Options for 1-year (Period of Time)

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

SECTION #1 **VENDOR AWARD**

Vendor Name: Advanced Mulch, Inc. [Item (Broward, Miami-Dade, & Palm Beach: K)]

Vendor Address: PO Box 32943, Palm Beach Gardens, FL 33420

Contact: Dawn Corrado, Office Manager

Phone: 877-256-9685 Fax: 561-733-4115

Cell/Pager: 561-722-1880 Email Address: info@advancedmulch.com

Website: www.advancedmulch.com FEIN: 65-0916255

VENDOR AWARD

Vendor Name: Eastcoast Mulch [Items (Broward: A, B, J, L, M, N) (Miami-Dade: D, K, M)]

Vendor Address: PO Box 1352, Jupiter, FL 33468 - [(Items (Palm Beach.: A, B, D, J, L, M, N)]

Contact: George Henry, Director of Operations/Vice President

Phone: 561-627-5539 Fax: 561-972-7637

Cell/Pager: 561-262-0075 Email Address: rcmr@comcast.net

Website: www.eastcoastmulch.com FEIN: 65-0876231

VENDOR AWARD

Vendor Name: FWR, LLC [Items (Broward: C, E, F, G) (Miami-Dade: A, B, C, E, F, G)]
Vendor Address: 9651 NW 89 Avenue, Medley, FL 33178 - [(Items (Palm Beach.: C, E, F)]
Contact: Harvey Schneider, Manager, Gene Advincula, Sales Representative
Phone: 305-805-0033 Fax: 305-805-0034
Cell/Pager: 786-512-0860 Email Address: harveyfloridawood@gmail.con
Website: geneadvincula13@gmail.com FEIN: 48-1263292

VENDOR AWARD

Vendor Name: IAMWHOIAM, LLC [Items (Broward: H, I)
Vendor Address: 425 SE 1st Street, # 1001, Pompano Beach, FL 33060
Contact: Danielle Rhoden, President, Corey Williams, Contact
Phone: 305-527-9776 Fax:
Cell/Pager: 305-527-9776 Email Address: iamwhoiamcompany@gmail.c
Website: FEIN: 87-71728889

SECTION #2 **AWARD/BACKGROUND INFORMATION**

Award Date: 09/26/2023 Resolution/Agenda Item No.: 09/26/2023 #2
Insurance Required: Yes X No
Performance Bond Required: Yes No X

SECTION #3 **LEAD AGENCY**

Agency Name: City of Pompano Beach
Agency Address: 1190 NE 3rd Avenue, Bldg. C, Pompano Beach, FL. 33060
Agency Contact: Jeff English Email purchasing@copbfl.com
Telephone: 954-786-4098 Fax: 954-786-4168

Legislation Details (With Text)

File #:	23-750 **Version:** 1	**Name:**	
Type:	Approval Request / Consent Agenda	**Status:**	Passed
File created:	9/12/2023	**In control:**	City Commission
On agenda:	9/26/2023	**Final action:**	9/26/2023
Title:	Approval to award Invitation to Bid E-28-23, Mulch, to the lowest responsive and responsible bidders, Advanced Mulch, Inc., (Item K), and East Coast Mulch, (Items A, B, L, and M), for annual open-end contracts. The estimated annual cost to the City of Pompano Beach for mulch is $130,000.00. (Fiscal Impact: $130,000.00.)		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	1. Purchasing Memo 23-035.pdf, 2. Public Works Memorandum No. 23-024.pdf, 3. Bid Award Recommendation (Advanced Mulch, Inc.).pdf, 4. Bid Award Recommendation (East Coast Mulch).pdf, 5. E-28-23 Tabulation.pdf, 6. E-28-23 Mulch - Cooperative Bid.pdf		

Date	Ver.	Action By	Action	Result
9/26/2023	1	City Commission		

Approval to award Invitation to Bid E-28-23, Mulch, to the lowest responsive and responsible bidders, Advanced Mulch, Inc., (Item K), and East Coast Mulch, (Items A, B, L, and M), for annual open-end contracts. The estimated annual cost to the City of Pompano Beach for mulch is $130,000.00.
(Fiscal Impact: $130,000.00.)

(**Staff Contact:** Robert McCaughan)

Summary Explanation/Background:
The City of Pompano Beach (City) issued Invitation to Bid (ITB) E-28-23 to establish annual open-end contracts for the purchase of mulch products for grounds maintenance to be ordered as needed. Products included in the ITB are mulch made of recycled wood dyed brown and red, and engineered wood fiber, delivered or installed. The City of Pompano Beach issued this ITB as the lead agency for the South Florida Governmental Purchasing Cooperative, on behalf of the City and (20) twenty other governmental agencies. Primary bid award is recommended to the lowest responsive and responsible bidder per item as previously described. Alternate bid awards are recommended to the remaining responsive bidders and are to be used should the material be unavailable from the primary awardees. All awards are at the unit prices bid per item. Based upon the prices bid, and the City's portion of the estimated contract usage, annual expenditures for mulch products could total $130,000.00. The contract period is one year, commencing upon award by the Commission, with possible contract renewals as stated in the ITB specifications. City Commission approval is requested.

Origin of request for this action: Staff
Fiscal impact and source of funding: $130,000.00 in as-needed mulch purchases will be made from funds in account 001-3040-530.46-10 Repair and Maintenance / Land Building Improvements.

M E M O R A N D U M

Purchasing #23-035
September 14, 2023

To: Gregory P. Harrison, City Manager

Through: Carla R. Byrd, General Services Director

From: Jeffrey English, Purchasing Agent

Subject: Award E-28-23 Mulch Cooperative Invitation to Bid

Contract Need/Background

The City of Pompano Beach (City) issued Invitation to Bid (ITB) E-28-23 to establish contracts for the purchase of mulch products, to be ordered as needed. Products included in the ITB are mulch made of recycled wood dyed brown and red, and engineered wood fiber, delivered or installed. The City issued this ITB as the lead agency for the South Florida Governmental Purchasing Cooperative (Cooperative), on behalf of the City and twenty (20) other governmental agencies. Primary bid award is recommended to the lowest responsive and responsible bidder per item in a geographical group. The three geographic groups are Broward, Miami-Dade, and Palm Beach Counties. The estimated quantities stated in the solicitation include anticipated requirements from all of the participating agencies, including the City.

The City's Public Works Department requires mulch on an ongoing basis for use in landscaping throughout the City. The City's Public Works Department recommends the primary contract be awarded to East Coast Mulch Corp., the lowest responsive and responsible bidder for items A, B, L, and M and to Advanced Mulch, Inc., the lowest responsive and responsible bidder for item K.

Alternate bid awards are recommended to the remaining responsive bidders and are to be used should the material be unavailable from the primary awardees. All awards are at the unit prices bid per item in its geographical group. It is anticipated that most orders will be placed with the primary contractor for each item to achieve the lowest cost to the City and Cooperative.

Attached you will find copies of the memorandum and the bid award recommendation form submitted by the Public Works Department, the bid tabulation, and solicitation document.

Bidders List

The Bidders List was created by using companies suggested by the requesting department, companies that have responded to prior solicitations, companies that have requested their names be placed on the Bid List, and companies from appropriate listings in other source books.

Number of companies responding with complete bids 4

Advertising

The ITB was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. The ITB was also posted in the City's eBid system for download by interested companies.

Funding

Based upon the unit prices bid, and the City's estimated usage, the City's annual expenditures for mulch products could total $130,000.00. City purchases will be made, as needed, from budgeted funds in account, 001-3060-530.46-10, Repair & Maintenance / Land Building Improvements.

Award Recommendation

It is recommended that a contract be awarded to the low bidder per item as the primary contractor as follows: East Coast Mulch Corp., (Items A, B, L, and M), and Advanced Mulch, Inc. Alternate awards are recommended to the second low bidders, as outlined on the bid tabulation to be used if the primary contractor is unable to supply the product.

enclosures

cc: File
Southeast Florida Governmental Purchasing Cooperative

pompano beach
Florida's Warmest Welcome

Phone: (954) 786-4107 **City of Pompano Beach** **Fax: (954) 786-4011**
Public Works Department

MEMORANDUM NO. 23-024

DATE: September 14, 2023

TO: Carla Byrd, General Services Director

FROM: Anthony Orlando: Grounds Operations Manager A.O.

Subject: Award Bid: ITB E-28-23 Mulch- bulk, bagged

On September 14th 2023, the City opened and received bids for the Mulch Cooperative Bid E-28-23. Primary bid award recommended to the low bidders per item and alternate bid awards to the remaining responsive bidders per item.

The ground maintenance Division utilizes over 5000 cubic yards of landscape mulch totaling approximately 130,000 dollars annually to control weeds along our highway median flowerbeds and throughout the City. By reducing lawn maintenance crew's time pulling weeds, continued usage of mulch will greatly increase the Grounds Maintenance Division's productivity.

The mulch will be funded from account number 001-3040-530-4610 Repairs & Maintenance / Lands, Buildings, & improvements. Please have the bid award recommendation for this project placed on the agenda at the next available commission meeting.

CC: Rob McCaughan, Director Public Works
Harold Beard, Assistant Director Public Works
Marlason Permenter Grounds Maintenance Supervisor

REQUEST FOR BID/QUOTE AWARD RECOMMENDATION FORM

From: Purchasing Division Public Works Date 9/14/2023

Department: 3040 Grounds Attn.: _____

Subject: Bid /Quote No. E-28-23 Item/service: Mulch Bid/ Item A, B, L, and M

Attached is the Bid/Quote Tabulation for subject item/service requisitioned by your department. Please complete this form in order Purchasing may complete the bid award. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt. If rejecting a low bidder you must explain your reason below, or in an attached memorandum.

1. SOURCE OF FUNDS:

   Budgeted Code: 001-3040-530.46-10 Requisition #: _____

   Title: Repair Maintenance/Land Building Improvemens

2. RECOMMENDATION:

   (a) Which bidder do you recommend?

   East Coast Mulch

   (b) Is the recommended bid the lowest bid received?

   Yes ☑ No ☐

   Note: If you recommend award to other than the low bidder detailed justification must be furnished for rejection of all lower bids, in an accompanying memorandum.

   (c) If references were required, were they checked?

   Yes ☑ No ☐ Not applicable for this bid ☐

Signature: Robert A. McCaughey Date: 9/14/2023

Title: Public Works Director
(Department Head or Authorized Representative)

REQUEST FOR BID/QUOTE AWARD RECOMMENDATION FORM

From: Purchasing Division Public Works Date 9/14/2023

Department: 3040 Grounds Attn.: _____

Subject: Bid /Quote No. E-28-23 Item/service: Mulch Bid/ Item K

Attached is the Bid/Quote Tabulation for subject item/service requisitioned by your department. Please complete this form in order Purchasing may complete the bid award. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt. If rejecting a low bidder you must explain your reason below, or in an attached memorandum.

1. SOURCE OF FUNDS:

Budgeted Code: 001-3040-530.46-10 Requisition #: _____

Title: Repair& Maintenance/Land Buildings Improvements

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Advanced Mulch Inc.

(b) Is the recommended bid the lowest bid received?

Yes ☑ No ☐

Note: If you recommend award to other than the low bidder detailed justification must be furnished for rejection of all lower bids, in an accompanying memorandum.

(c) If references were required, were they checked?

Yes ☑ No ☐ Not applicable for this bid ☐

Signature: Robert Mark Caughan Date: 9/14/2023

Title: Public Works Director

(Department Head or Authorized Representative)

Event Number	E-28-23
Event Title	MULCH
Event Type	ITB
Issue Date	9/8/2023 12:32:19 AM (ET)
Close Date	9/14/2023 02:00:00 PM (ET)

Responding Supplier	City	State	Response Submitted	Lines Responded
FWR,LLC	Medley	FL	9/14/2023 01:41:58 PM (ET)	17
East Coast Mulch	Jupiter	FL	9/13/2023 11:03:10 AM (ET)	21
ADVANCED MULCH INC	PALM BEACH GARDENS	FL	9/13/2023 12:30:11 PM (ET)	15
IAMWHOIAM, LLC	Pompano Beach	FL	9/14/2023 01:44:19 PM (ET)	33

				FWR,LLC		East Coast Mulch		ADVANCED MULCH INC		IAMWHOIAM, LLC	
Line	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	**Group 1: Broward County**	1	EA								
1.1	Item A: Mulch, bulk, delivered, red	2507	CY	30.00	$75,210.00	**$27.00**	$67,689.00	$30.00	$75,210.00	$35.50	$88,998.50
1.2	Item B: Mulch, bulk, delivered, brown	5650	CY	30.00	$169,500.00	**$27.00**	$152,550.00	$30.00	$169,500.00	$35.50	$200,575.00
1.3	Item C: Mulch, bulk, delivered, gold	168	CY	**31.80**	$5,342.40	$33.00	$5,544.00	$45.00	$7,560.00	$35.50	$5,964.00
1.4	Item E: Mulch, bagged, delivered, red	17000	bags	**2.50**	$42,500.00	No Bid		No Bid		$3.35	$56,950.00
1.5	Item F: Mulch, bagged, delivered, brown	6040	bags	**2.50**	$15,100.00	No Bid		No Bid		$3.35	$20,234.00
1.6	Item G: Mulch, bagged, delivered, gold	3000	bags	**2.50**	$7,500.00	No Bid		No Bid		$3.35	$10,050.00
1.7	Item H: Mulch, bagged, delivered, Melaleuca	21270	bags	No Bid		No Bid		No Bid		**$3.35**	$71,254.50
1.8	Item I: Mulch, rubber, bagged, delivered, supersacks	30	each	No Bid		No Bid		No Bid		**$1,000.00**	$30,000.00
1.9	Item J: Engineered wood fiber, bulk, installed per cubic yards	6580	CY	No Bid		**$48.00**	$315,840.00	No Bid		$152.50	$1,003,450.00
1.10	Item K: Playground safety wood chips, bulk, installed per cubic yards	6020	cy	No Bid		No Bid		**$39.78**	$239,475.60	$152.50	$918,050.00
1.11	Item L: mulch, bulk, installed, red, per cubic yard	20020	CY	No Bid		**$30.00**	$600,600.00	$40.00	$800,800.00	$105.00	$2,102,100.00
1.12	Item M: mulch, bulk, installed, brown, per cubic yard	5400	CY	No Bid		**$30.00**	$162,000.00	$40.00	$216,000.00	$105.00	$567,000.00
1.13	Item N: mulch, bulk, installed, gold, per cubic yard	2550	CY	No Bid		**$38.00**	$96,900.00	$60.00	$153,000.00	$105.00	$267,750.00

				FWR,LLC		East Coast Mulch		ADVANCED MULCH INC		IAMWHOIAM, LLC	
2	**Group 2: Miami-Dade County**	1	EA								
2.1	Item A: Mulch, bulk, delivered, red	100	CY	**$30.00**	$3,000.00	$35.00	$3,500.00	No Bid		$35.50	$3,550.00
2.2	Item B: Mulch, bulk, delivered, brown	900	CY	**$30.00**	$27,000.00	$35.00	$31,500.00	No Bid		$35.50	$31,950.00
2.3	Item C: Mulch, bulk, delivered, gold	100	CY	**$30.00**	$3,000.00	$42.00	$4,200.00	No Bid		$35.50	$3,550.00
2.4	Item D: Mulch, bulk, delivered, Melaleuca	4066	CY	No Bid		**$35.00**	$142,310.00	No Bid		$40.50	$164,673.00
2.5	Item E: Mulch, bagged, delivered, red	17000	bags	**$2.50**	$42,500.00	No Bid		No Bid		$3.35	$56,950.00
2.6	Item F: Mulch, bagged, delivered, brown	8440	bags	**$2.50**	$21,100.00	No Bid		No Bid		$3.35	$28,274.00
2.7	Item G: Mulch, bagged, delivered, gold	1000	bags	**$2.50**	$2,500.00	No Bid		No Bid		$3.35	$3,350.00
2.8	Item K: Playground safety wood chips, bulk, installed per cubic yard	550	cy	No Bid		**$75.00**	$41,250.00	**$75.00**	$41,250.00	$155.00	$85,250.00
2.9	Item M: mulch, bulk, installed, brown, per cubic yard	500	CY	No Bid		**$70.00**	$35,000.00	No Bid		$105.00	$52,500.00

				FWR,LLC		East Coast Mulch		ADVANCED MULCH INC		IAMWHOIAM, LLC	
3	**Group 3: Palm Beach County**	1	EA								
3.1	Item A: Mulch, bulk, delivered, red	11300	CY	$32.00	$361,600.00	**$27.00**	$305,100.00	$30.00	$339,000.00	$35.50	$401,150.00
3.2	Item B: Mulch, bulk, delivered, brown	800	CY	$32.00	$25,600.00	**$27.00**	$21,600.00	$30.00	$24,000.00	$35.50	$28,400.00
3.3	Item C: Mulch, bulk, delivered, gold	15000	CY	**$32.00**	$480,000.00	$35.00	$525,000.00	$45.00	$675,000.00	$35.50	$532,500.00
3.4	Item D: Mulch, bulk, delivered, Melaleuca	1000	CY	No Bid		**$27.00**	$27,000.00	No Bid		$40.50	$40,500.00
3.5	Item E: Mulch, bagged, delivered, red	1660	bags	**$2.70**	$4,482.00	No Bid		No Bid		$3.35	$5,561.00
3.6	Item F: Mulch, bagged, delivered, brown	2160	bags	**$2.70**	$5,832.00	No Bid		No Bid		$3.35	$7,236.00
3.7	Item J: Engineered wood fiber, bulk, installed per cubic yard	5700	CY	No Bid		**$48.00**	$273,600.00	No Bid		$155.00	$883,500.00
3.8	Item K: Playground safety wood chips, bulk, installed per cubic yard	800	cy	No Bid		No Bid		**$38.00**	$30,400.00	$155.00	$124,000.00
3.9	Item L: mulch, bulk, installed, red, per cubic yard	5000	cy	No Bid		**$30.00**	$150,000.00	$40.00	$200,000.00	$102.50	$512,500.00
3.10	Item M: mulch, bulk, installed, brown, per cubic yard	1500	CY	No Bid		**$30.00**	$45,000.00	$40.00	$60,000.00	$105.00	$157,500.00
3.11	Item N: mulch, bulk, installed, gold, per cubic yard	50	CY	No Bid		**$38.00**	$1,900.00	$60.00	$3,000.00	$105.00	$5,250.00

Lines	Attribute Name	FWR,LLC	East Coast Mulch	Advanced Mulch, Inc.	IAMWHOIAM, LLC
1	Delivery Time After Receipt of Order	10	4	7	3
2	Additional Items at Awarded Contract Price	90	4	7	60
3	Extension of prices, terms and conditions to other governmental entities	Yes	Yes	Yes	Yes
4	Conflict of Interest	No	No	No	No
5	Drug-Free Workplace	Yes	Yes	Yes	Yes
6	Vendor Certification Regarding Scrutinized Companies Lists (Any Dollor Amount)	Certified	Certified	Certified	Certified
7	Acknowledgement of Addenda	Yes	Yes	Yes	Yes
8	Terms & Conditions	Agree	Agree	Agree	Agree
1	Minimum Order		Bulk 100 yard min - Installed 25 yard min	50 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards
1	Minimum Order		Bulk 100 yard min - Installed 100 yard min	60 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards
1	Minimum Order		Bulk 100 yard min - Installed 25 yard min	50 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards

INVITATION TO BID
E-28-23

MULCH

OPENING: SEPTEMBER 14, 2023, 2:00:00 P.M.

Virtual Zoom Meeting
For access go to:

https://www.pompanobeachfl.gov/meetings

Issued: September 7, 2023

CITY OF POMPANO BEACH, FLORIDA

INVITATION TO BID
E-28-23

MULCH

The City of Pompano Beach (the "City") is seeking bids from qualified companies/firms to establish annual Contracts for the purchase of mulch. Sealed bids for Invitation to Bid (ITB) **E-28-23, Mulch** will be received until **2:00:00 p.m. (local), September 14, 2023**. This is a cooperative ITB issued by the City of Pompano Beach Purchasing Division on behalf of the participating Southeast Florida Governmental Purchasing Cooperative (Cooperative) agencies for the purchase of each agency's respective estimated annual requirements for mulch products.

Bids must be submitted electronically through the eBid System on or before the due date and time as provided herein. A list of Bidders will be read aloud in a public forum. Bid openings are open to the public. Check the City's meetings page at https://pompanobeachfl.gov/pages/meetings. All Bidders and/or their representatives are invited to be present. Any bid received after the due date and time specified will not be considered. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

Bidders must be registered on the City's eBid System in order to view the bid documents and respond to this ITB. The ITB documents can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than from the eBid System. Bidder is solely responsible for downloading all required documents.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for Contract award.

There are three (3) sections in this Invitation for Bids: Specifications/Special Conditions, General Conditions, and Line Item Pricing. Please read all sections thoroughly. Complete the ITB in accordance with the instructions. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this ITB, please contact Jeff English, Purchasing Agent, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this Invitation for Bids is to establish annual, open-end Contracts for the purchase of mulch delivered in bulk or in bags, or delivered and installed, as and when needed. The City of Pompano Beach is acting as the lead agency for the Cooperative, and this ITB includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will, in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

B. Contract Period

Initial Contract price resulting from this ITB shall remain fixed for a period of no less than twelve (12) months from the Contract's initial effective date, commencing upon award by the appropriate City officials.

The City reserves the right to renew this Contract for four (4) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. Except as set forth in the Cost Adjustment section, all terms, prices and conditions shall remain firm for the initial period of the Contract, and any renewal period.

The City may require additions or deletions of participating agencies, if a Contract renewal is considered. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the bid.

In the event delivery/service is scheduled to end because of the expiration of this Contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than one hundred twenty (120) days beyond the expiration date of the existing Contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

C. Quantities

The total estimated annual quantity of each item is listed in the line item pricing section. No warranty or guarantee is given or implied as to the total amount to be purchased as a result of this Contract. The quantities provided in this Invitation for Bids are estimates of annual usage to be used for bid comparison purposes only. Mulch will be ordered as needed.

D. Basis of Award

Bidders may bid on any or all items. The primary Contract award will be made to the lowest responsive and responsible Bidder per item or per geographic group, or both, whichever is in the best interest of the City and Cooperative. The three geographic groups are Broward, Miami-Dade, and Palm Beach Counties. Alternate awards will be made to the other responsive and responsible Bidders per item or per geographic group, or both, to provide the City and Cooperative a source of supply should the primary contractor be unable to supply product when required. The City reserves the right to award by item with or without geographic group distinction. It is anticipated that most orders will be placed with the primary awardee for each item to achieve the lowest cost to the City and Cooperative.

E. Pricing

All prices bid shall be F.O.B. destination/delivered to each location, as specified on the individual order.

F. Cost Adjustment

Following the initial twelve (12) month period, the fixed prices may be adjusted upward or downward on a yearly basis to prices based on changes in the following pricing index:

Consumer Price Index (CPI), starting within most recent twelve (12) month period. It is the Contractor's responsibility to request any pricing adjustment under this provision. Adjustments to pricing bid for ITB E-28-23 pages 23 through 29 will be considered yearly on the Contract commencement anniversary date. For any adjustment to be considered, the Contractor's request for adjustment shall be submitted no less than ninety (90) calendar days prior to the anniversary date. The Contractor's adjustment request must not be in the excess of the relevant documented price indexes.

Any adjustment received after ninety (90) calendar days from the anniversary date may not be considered. The City reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional twelve (12) month period based on the downward movement of the applicable index.

It shall be further understood that the City reserves the right to reject any price adjustments submitted by the Contractor and/or to terminate the Contract with the Contractor based on such price adjustments. Any agreed upon increase shall not exceed 5% annually.

The Contractors' price shall be inclusive of all costs, charges, and fees involved in providing the specified product. Additional charges of any kind added to the invoice submitted by the Contractor is prohibited

G. Delivery

Bidders are to provide the number of calendar days after receipt of an order required for delivery. The City seeks a source of supply that will provide accurate and timely delivery. The Contractor must adhere to delivery schedules. If, in the opinion of the General Services Director, the Contractor(s) fail at any time to meet the requirements herein, including the delivery requirements, then, the Contract may be cancelled upon written notice. See Section II - General Conditions, (6) "Delivery", and (10) "Default", for additional information.

Each individual participating agency shall establish delivery requirements, delivery locations, and dates with the Contractor. The Contractor shall await release by the authorized contact person at each agency for all shipments. Contractors must agree to accept "blanket" purchase orders, with verbal or fax requests for partial shipments, if required by the participating entities.

H. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If an addendum is issued to this ITB, the addendum will be issued via the eBid System. It shall be the responsibility of each Bidder, prior to submitting its bid, to check the eBid System to determine if an addendum was issued and to make such addendum a part of its bid. An addendum will be posted to this ITB in the eBid System.

I. Current Contracts

Government entities listed as participants in this bid solicitation may have current contracts to purchase one or more of the items included in this bid. These agencies will place orders with the awarded Contractor(s), if additional product is needed, after the expiration of their current contract(s).

J. Participating Agencies/Contact Persons/Delivery Locations/Special Requirements

The following agencies are participating in this bid solicitation and the resulting contract:

1. **City of Boca Raton**, contact person Jeff Gomez, Purchasing Manager, (561) 393-7872.

   Mulch, bulk, delivered, red, est. annual quantity 5,300 cubic yards.

   Mulch, bulk, delivered, brown, est. annual quantity 800 cubic yards.

Mulch, bulk, delivered, Melaleuca, est. annual quantity 1,000 cubic yards.

Mulch, bagged, delivered, red, est. annual quantity 160 bags.

Mulch, bagged, delivered, brown, est. annual quantity 160 bags.

Fibar engineered wood fiber, bulk, installed, est. annual quantity 100 cubic yards.

Playground safety wood chips, installed, est. annual quantity 800 cubic yards.

Mulch, installed, red, est. annual quantity 4,500 cubic yards.

Deliveries/installation to various locations within the City.

2. **City of Boynton Beach**, contact person Chris Pinto, Purchasing Manager, (561) 742-6322.

   Mulch, bulk, delivered, brown, est. annual quantity 6,000 cubic yards.

   Mulch, bulk, delivered, gold, est. annual quantity 15,000 cubic yards.

   Mulch, bagged, delivered, brown, est. annual quantity 500 bags.

   Fibar engineered wood fiber, bulk, installed, est. annual quantity 5,000 cubic yards.

   Delivery location: 8020 Jog Rd., Boynton Beach, FL 33472

3. **City of Coral Gables,** contact Troy Hall, Golf Parks Superintendent, (305) 962-0310.

   Mulch, bulk, delivered, red, est. annual quantity 100 cubic yards.

   Mulch, bulk, delivered, gold, est. annual quantity 100 cubic yards.

   Mulch, bagged, delivered, red, est. annual quantity 1,000 bags.

   Mulch, bagged, delivered, brown, est. annual quantity 1,000 bags.

   Playground Safety Wood Chips, bulk, installed, est. annual quantity 150 cubic yards.

   Deliveries to various locations within the City.

4. **City of Coral Springs**, contact person Yasmin Teja, Purchasing Agent, (954) 344-1102.

   Mulch, bulk, delivered, brown, est. annual quantity 1,500 cubic yards.

Fibar engineered wood fiber, bulk, installed, est. annual quantity 700 cubic yards.

Mulch, installed, red, est. annual quantity 3,760 cubic yards.

Deliveries/installation to various locations within the City.

5. **City of Dania Beach**, contact Carl Kallediaran, Landscape Manager, (954) 924-6800, ext. 2745.

   Fibar engineered wood fiber, bulk, installed, est. annual quantity 400 cubic yards.

   Mulch, installed, red, est. annual quantity 1,260 cubic yards.

   Deliveries to 1201 Stirling Road, Dania Bch.

6. **Town of Davie**, contact person Kevin Montaldi, Superintendent, (954) 327-3943.

   Playground Safety Wood Chips, bulk, installed, est. annual quantity 400 cubic yards.

   Mulch, installed, red, est. annual quantity 200 cubic yards.

   Delivery and/or installation to various locations within the City.

7. **City of Deerfield Beach**, contact person Sandra Francis, (954) 480-4381.

   Fibar engineered wood fiber, bulk, installed, est. annual quantity 400 cubic yards.

   Mulch, installed, brown, est. annual quantity 3,400 cubic yards.

   Installation to various locations within the City.

8. **City of Delray Beach**, contact person Joel Burzynski, Purchasing Agent, (561) 243-7153.

   Mulch, bulk, delivered, red, est. annual quantity 2,500 cubic yards.

   Mulch, bulk, delivered, brown, est. annual quantity 4,000 cubic yards.

   Mulch, bagged, delivered, red, est. annual quantity 2,500 bags.

   Mulch, bagged, delivered, brown, est. annual quantity 4,000 bags.

   Mulch, bulk, delivered, Melaleuca, est. annual quantity 4,000 cubic yards.

Mulch, installed, red, est. annual quantity 2,500 cubic yards.

Mulch, installed, brown, est. annual quantity 4,000 cubic yards.

Playground Safety Wood Chips, installed, est. annual quantity 4,000 cubic yards.

Deliveries to various locations within the City.

9. **City of Fort Lauderdale**, contact person Robert Dexter, Parks Manager, (954) 828-5262.

   Mulch, bulk, delivered, red, est. annual quantity 400 cubic yards.

   Mulch, bagged, delivered, brown, est. annual quantity 11,700 bags

   Mulch, rubber, bagged, est. annual quantity 5 super sacks.

   Playground Safety Wood Chips, installed, est. annual quantity 1,340 cubic yards.

   Mulch, installed, brown, est. annual quantity 7,500 cubic yards.

   Deliveries to various locations within the City.

10. **City of Hallandale Beach**, contact person Robert Lowery, Procurement Assistant Director, (954) 457-1452.

    Mulch, bulk, installed, brown, est. annual quantity 2,000 cubic yards.

    Deliveries to various locations within the City.

11. **Town of Hillsboro Beach**, contact person Mac Serda, Town Manager, (954) 427-4011.

    Mulch, bagged, delivered, brown, est. annual quantity 300 bags

    Deliveries to 1210 Hillsboro Mile, Hillsboro Beach, FL 33062.

12. **City of Hollywood**, contacts: Joshua Collazo, Public Works Superintendent, (954) 249-8857.

    Mulch, bulk, delivered, red est. annual quantity 400 cubic yards.

    Mulch, bulk, delivered, brown est. annual quantity 600 cubic yards.

    Mulch, bagged, delivered, red, est. annual quantity 300 bags.

Mulch, bagged, delivered, brown, est. annual quantity 100 bags.

Mulch, Melaleuca, bagged, delivered, est. annual quantity 100 bags.

Mulch, Melaleuca, bulk, delivered, est. annual quantity 600 cubic yards.

Mulch, rubber, bagged, delivered, est. annual quantity 300 super sacks.

Fibar engineered wood fiber, bulk, installed, est. annual quantity 100 cubic yards.

Mulch, installed, red, est. annual quantity 200 cubic yards.

Mulch, installed, brown, est. annual quantity 2,100 cubic yards.

Playground Safety Wood Chips, bulk, delivered, estimated annual quantity 100 cubic yards.

Delivery/Installation to various locations within the City.

13. **Village of Key Biscayne**, contact person Todd Hofferberth, (305) 365-5947.

    Playground Safety Wood Chips, installed, est. annual quantity 400 cubic yards.

    Delivery locations: Village Green, 450 Crandon Blvd., and Key Biscayne K-8 School 601 Ridgewood Rd., Key Biscayne FL 33149.

14. **City of Lauderhill**, contact person Brian Picnic, Parks Deputy Director, (954) 730-3083.

    Mulch, bulk, delivered, red est. annual quantity 30 cubic yards.

    Mulch, bulk, delivered, brown est. annual quantity 30 cubic yards.

    Mulch, bulk, delivered, Melaleuca est. annual quantity 30 cubic yards.

    Mulch, bagged, delivered, red, est. annual quantity 1,000 bags.

    Mulch, Melaleuca, bagged, delivered, est. annual quantity 30 bags.

    Mulch, rubber, bagged, delivered, est. annual quantity 30 super sacks.

    Fibar engineered wood fiber, bulk, installed, est. annual quantity 30 cubic yards.

    Mulch, bagged, delivered, red, est annual quantity 25,200 bags.

Playground Safety Wood Chips, installed, est. annual quantity 1,030 cubic yards.

Mulch, installed, red, est. annual quantity 1,000 cubic yards.

Delivery location: 2101 NW 49th Ave. Installations to various City locations.

15. **City of Margate**, contact person Spencer Shambray, Purchasing Manager, (954) 935-5341.

    Mulch, gold, bulk, delivered, est. annual quantity 168 cubic yards.

    Delivery location: 102 N Rock Island Rd., Margate.

16. **City of Miami**, contact person Carl Springer, Parks Superintendent(305) 960-3007.

    Mulch, bagged, delivered, red, est. annual quantity 16,000 bags.

    Delivery location: 1950 NW 12th Ave., Miami, FL 33136.

17. **City of Miami Beach**, contact Alex Dennis, Procurement Officer, (305) 673-7490.

    Mulch, bulk, delivered, red, est. annual quantity 40 cubic yards.

    Mulch, bagged, delivered, brown, est. annual quantity 240 bags

    Mulch, bulk, installed, brown, est. annual quantity 500 cubic yards.

    Deliveries to 2100 Meridian Ave., and installation to various City locations.

18. **City of North Lauderdale**, contact person Sam May, Public Works Director, (954) 742-7070.

    Mulch, bulk, delivered, red, est. annual quantity 40 cubic yards.

    Fibar engineered wood fiber, bulk, installed, est. annual quantity 450 cubic yards.

    Mulch, installed, brown, est. annual quantity 300 cubic yards.

    Mulch, installed, red, est. annual quantity 200 cubic yards.

    Deliveries/installation to various locations within the City.

19. **City of North Miami Beach**, contact person Shereece George, Chief Procurement Officer, (305) 948-2946, ext. 2629.

Mulch, bagged, delivered, brown, est. annual quantity 8,200 bags.

Deliveries to various locations within the City.

20. **City of Oakland Park**, contact Lisa Bishop Hill, Public Works Manager, (954) 630-4518.

    Mulch, Melaleuca, bagged, delivered, est. annual quantity 21,120 bags.

    Playground Safety Wood Chips, installed, est. annual quantity 350 cubic yards.

    Deliveries to City Maintenance Compound, 3650 N.E. 12th Avenue, Oakland Park.

21. **City of Parkland**, contact: Anthony Scerbo, Public Works Superintendent, (954) 757-4187.

    Mulch, bulk, delivered, brown est. annual quantity 120 cubic yards.

    Mulch, bulk, delivered, Melaleuca est. annual quantity 36 cubic yards.

    Mulch, bagged, delivered, brown, est. annual quantity 240 bags.

    Mulch, Melaleuca, bagged, delivered, est. annual quantity 120 bags.

    Playground Safety Wood Chips, installed, est. annual quantity 240 cubic yards.

    Mulch, installed, brown, est. annual quantity 360 cubic yards.

    Delivery/Installation to various locations within the City.

22. **City of Pompano Beach**, contact person Jeff English, Purchasing Agent, (954) 786-4098.

    Mulch, bulk, delivered, red estimated annual quantity 3,500 cubic yards.

    Mulch, bulk, delivered, brown estimated annual quantity 3,500 cubic yards.

    Playground Safety Wood Chips, installed, est. annual quantity 500 cubic yards.

    Deliveries to various locations within the City.

K. Detail Specifications

1. General Wood Mulch Specifications

a. Mulch shall be of the recycled, dyed variety and shall be free of sand, dirt, CCA treated lumber, seed, and other foreign matter. Size shall not exceed three inches (3”).

b. Colors required: Red, Brown, and Gold.

2. Mulch, Bulk, Delivered

a. Mulch product to be as specified above.

b. Delivered in bulk and unloaded (dumped).

c. Bidder to state size of truckload (cubic yards), and minimum order.

3. Mulch, Bagged, Delivered

a. Mulch product to be as specified above.

b. Mulch to be supplied in two (2) cubic foot bags. Bags to be water-resistant, delivered on pallets. There shall be no charge for pallets pending their return. Bidder to state number of bags per pallet.

c. Delivered, pallets unloaded.

4. Mulch, Bulk, Installed

a. Mulch product to be as specified above.

b. The Contractor must have the ability to install a minimum of twenty (20) cubic yards within an eight (8) hour period.

The Contractor shall be fully responsible for the performance of its company/firm and completion of all work as outlined in these specifications. The Contractor shall employ sound horticultural practices and methods standard in the industry. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms bearing the company/firm name and all vehicles shall be likewise identifiable.

When working in traffic arterial medians, personnel are required to wear safety vests. Proper safety signage, such as “Men Working Ahead”, cones, flagmen or other warning devices shall be used to alert motorists of work in the area. All signs shall be temporary and must be in accordance with the Florida Department of Transportation’s Manual on Uniform Traffic Control Devices and Safe Practices. OSHA standards shall be

utilized where applicable. Installed price must include M.O.T. on roadways.

Any damage to public and/or private property, including the road, facilities, services, utilities, irrigation lines, or vegetation caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the customer. Failure to restore said property within three (3) working days following notification will result in a deduction from the vendor's invoice of customer expenses incurred through the execution of appropriate labor, material, and equipment use or rental to restore the property to its original condition.

All equipment shall be maintained in an efficient and safe operating condition while performing work under the Contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the customer. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.

c. Installation Specifications

The Contractor shall be fully responsible for confirming the amount of mulch needed, coordinating delivery to the site, and for all transportation costs.

The Contractor must coordinate all work with the designated customer contact. The designated customer contact reserves the right to inspect each truckload of material that is delivered to the job site prior to the material being unloaded. The Contractor shall meet with the designated customer contact prior to installation in order to discuss unusual needs in the area of work to be performed that day.

Mulch shall be uniformly distributed at a minimum depth of three inches (3") to a maximum depth of four inches (4") around all trees and shrubs within the maintenance area. Mulch shall extend outward for a minimum of two feet (2') to a maximum of four feet (4'), from all shrubs and trees. A three to six-inch (3"- 6") band, free of mulch, shall be maintained around the tree trunks and shrubs. Mulch shall be pulled back from the base of shrubs and groundcovers.

Mulching shall be completed within thirty (30) calendar days following receipt of order unless otherwise specified on written purchase order. Should the Contractor encounter any problems that might cause a delay in

mulch installation, it shall notify the designated customer contact within two (2) hours.

Sidewalks, paved areas, and sodded areas shall be left free of mulch at time of job completion.

5. Melaleuca Mulch Specifications

   a. During processing, raw materials shall be stacked and stored in curing piles for no less than 120 days.

   b. Mulch shall be made entirely from the above ground portion wood and bark of the Melaleuca Quinquenervia Tree. It shall not contain more than 10% (by volume) bark and shall not contain roots or root pieces. Shreds and chips shall not be larger than 3/4 inch diameter and 1 1/2 inch in length. Mulch shall be free of weed seeds, soil and on other organic or inorganic material.

   c. Prior to its final processing, mulch will have been inspected and certified by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, as free of burrowing nematodes. All proofs of delivery shall bear the official State of Florida stamp of inspection and verification.

   d. Melaleuca mulch to be supplied in bulk, and in two (2) cubic foot bags. Bags to be water-resistant, delivered on pallets. There shall be no charge for pallets pending their return. Bidder to state number of bags per pallet.

6. Rubber Mulch Specifications

   a. For playground use, meeting Americans with Disabilities Act (ADA) and American Society for Testing and Materials **(**ASTM) standards. Various standard colors.

   b. To be furnished in “super sacks”, 2,000 pounds per sack.

7. Certified Playground Safety Wood Chips Specifications

   a. Mulch shall be made entirely from Pine and other Hardwoods and shall be free of sand, dirt, CCA treated lumber, seed, and other foreign matter. Shreds and chips shall not be larger than 3/4-inch diameter and 1 1/2 inch in length. Must meet all the requirements of ASTM F1292 for safety, F2075 for purity, and F1951 for wheelchair access. All testing certified by the International Play Equipment Manufacturers Association (IPEMA).

Mulch shall be delivered in bulk. If installation is requested, delivery trucks must be capable of installing mulch into playground areas through use of hoses attached to blown in place systems on the trucks.

b. Installation of Playground Chips

Mulch shall be installed by being blown into place through hoses connected to the delivery truck.

The contractor shall be fully responsible for confirming the amount of mulch installed, coordinating delivery to the site, and for all transportation costs.

The Contractor must coordinate all work with the designated customer contact. The designated customer contact reserves the right to inspect each truckload of material that is delivered to the job site prior to the material being unloaded. The Contractor shall meet with the designated customer contact prior to installation in order to discuss unusual needs in the area of work to be performed that day.

Mulch shall be uniformly distributed in the playground area, to bring the upper surface to the height designated by the designated customer contact. The designated customer contact will designate the depth and/or cubic yards to be installed at each location. Access to playgrounds may be limited. Trucks must have sufficient length of hose to provide installation to an area 250 feet from truck.

8. Fibar Engineered Wood Fiber (EWF) Specifications

a. Fibar is made only from virgin wood. Fibar EWF meets all the requirements of ASTM F1292 for safety, F2075 for purity, and F1951 for wheelchair access. All testing certified by the International Play Equipment Manufacturers Association (IPEMA).

Fibar is to be delivered in bulk, or installed, as requested. All installation specifications detailed herein apply to this product.

Fibar is manufactured by The Fibar Group, LLC; contact information: info@fibar.com, telephone (800) 342-2721, 80 Business Park Drive, Armonk, New York, 10504.

L. Relevant Project Experience

For mulch installation, Bidders shall show specific project experience as a Prime Contractor for a minimum of three projects within the last three years of similar or greater complexity and cost. Reference contact information must be furnished for all mulching projects claimed as relevant experience under this requirement including: Project Name,

the customer for whom the project was done, total project cost, when the project commenced and was completed, project manager with phone number. Include reference information with bid. IPEMA certification shall be submitted with bid.

M. Insurance

Contractor shall not commence services under the resulting Contract until certification or proof of insurance detailing terms and provisions have been received and approved in writing by the City's Risk Manager. If you are responding to this ITB and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Division of the General Services Department at (954) 786-4098. If the Contract has already been awarded, please direct any inquiries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/Contract.

Contractor is responsible to deliver to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies/firms authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of the Contract, the City, by and through its Risk Manager, reserves the right to review, modify, reject or accept any insurance policies required by this Contract, including limits, coverages or endorsements. City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the Contractor under the resulting Contract.

Throughout the term of the Contract, the Contractor and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements:

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company/firm (number of employees) or the state in which the work is to be performed or of the state in which the Contractor is obligated to pay compensation to employees engaged in the performance of the work. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance.

(a) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from the Contractor's negligent acts or omissions in connection with the Contractor's performance under this Contract.

(b) Such Liability Insurance shall include the following checked types of insurance and indicated minimum policy limits.

	Type of Insurance	**Limits of Liability**
	GENERAL LIABILITY:	Per Occurrence Aggregate
	* Policy to be written on a claims occurrence basis	
		$1,000,000 $2,000,000
XX	comprehensive form	bodily injury and property damage
__	premises - operations	bodily injury and property damage
	explosion & collapse hazard	
	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	Independent Contractors	personal injury
XX	personal injury	
__	CG2010	ongoing operations (or its' equivalent)
__	CG 2037	completed operations (or its' equivalent)
__	sexual abuse/molestation	Minimum $1,000,000 Per Occurrence and Aggregate

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	AUTOMOBILE LIABILITY:	Minimum $1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX	comprehensive form	
XX	owned	
XX	hired	
XX	non-owned	

REAL & PERSONAL PROPERTY

* Policy to be written on a claims occurrence basis

__ comprehensive form Agent must show proof it has this coverage.

EXCESS / UMBRELLA LIABILITY		Per Occurrence	Aggregate
* Policy to be written on a claims occurrence basis			
excess/umbrella	bodily injury and property damage combined	$5,000,000	$5,000,000

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
* Policy to be written on a claims made basis			
professional liability		$1,000,000	$1,000,000

(c) If Professional Liability Insurance is required, Bidder agrees the indemnification and hold harmless provisions of the Contract shall survive the termination or expiration of the Contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

ENVIRONMENTAL / POLLUTION LIABILITY		Per Occurrence	Aggregate
* Policy to be written on a claims-made basis			
XX	environmental/pollution liability	$1,000,000	$1,000,000

CYBER LIABILITY		Per Occurrence	Aggregate
* Policy to be written on a claims occurrence basis			
		$1,000,000	$1,000,000

__ Network Security / Privacy Liability
__ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
__ Technology Products E&O - $1,000,000 (only applicable for vendors supplying technology related services and or products)
__ Coverage shall be maintained in effect during the period of the Contract and for not less than four (4) years after termination/ completion of the Contract.

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3. Employer’s Liability. Contractor and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars ($100,000.00) per employee, Five Hundred Thousand Dollars ($500,000) per aggregate.

4. Policies: Whenever, under the provisions of the Contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:

a) Certificates of Insurance evidencing the required coverage;

b) Names and addresses of firms providing coverage;

c) Effective and expiration dates of policies; and

d) A provision in all policies affording City thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City.

6. Waiver of Subrogation. Contractor hereby waives any and all right of subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then, Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an Contract on a pre-loss basis.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

The Contractor shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of Contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

N. Questions And Communication

All questions regarding the ITB are to be submitted using the Questions feature in the eBid System. Questions must be received at least two (2) calendar days before the scheduled ITB opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the ITB in the eBid System, and it is the Bidder's responsibility to obtain all addenda before submitting a response to the ITB.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids

1.1. Bidders must use the forms furnished by the City.

1.2. Bids must submit their response via the eBid System.

1.3. It will be the sole responsibility of the bidder to have their bid submitted via the eBid system before the closing hour and date shown for receipt of bids.

1.4. Bidder's response shall not contain any alternation to the document posted other than entering data in spaces provided or including attachments as necessary.

1.5. By submission of a response, Bidder affirms that a complete set of bid documents was obtained from the eBid System and no alteration of any kind has been made to the solicitation.

1.6. Late bids will not be considered.

1.7. Bids transmitted by email or facsimile will not be accepted.

2. Completion of Bid Forms

Bidder is to enter information into the eBid System and upload any required attachments and forms as specified in the solicitation.

3. Electronic Signature

Bidder acknowledges that the user identification, password, entry of the user's full name, and entry of the user's email address serves as their unique electronic signature for all bid responses and submissions as provided by 668.001, Fla. Stat. et. seq. Bidder further agrees that only individuals with signature authority will submit a response.

4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.

5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.

6. Delivery

6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.

6.2. Bidder must state specific number of calendar days required for delivery of each item bid in attribute in the eBid System for consideration of award of this bid.

6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)

7. Electronic Bid Considered an Offer

This electronic bid submitted via the eBid System is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

8. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.

10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.

11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.

12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance

with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

14. Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.

17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.

21. Qualifications/Inspection

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they have the legal authority to submit this bid on behalf of the named Bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

24. Reservation for Rejections and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The

City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Failure to Respond

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our notification list.

27. Bid Tabulations

Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's 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 successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

30. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. In order to have a Drug-free Workplace Program, a business shall:

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 actions 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 conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of 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 any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

33. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

37. Costs Incurred by Bidders

All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.

38. Public Records

1) Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.

2.1) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

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

b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

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

d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

e. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

SECTION III – BID LINE ITEM PRICING

BID LINE ITEM PRICING MUST BE SUBMITTED ELECTRONICALLY USING THE CITY'S EBID SYSTEM.

Group 1: Broward County

Line	Item	Quantity	Description	Unit Price	Total
1	A	2,507 cubic yards	mulch, bulk, delivered, red	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
2	B	5,650 cubic yards	mulch, bulk, delivered, brown	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
3	C	168 cubic yards	mulch, bulk, delivered, gold	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
4	D	4,066 cubic yards	mulch, bulk, delivered, Melaleuca	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
5	E	5,000 bags	mulch, bagged, delivered, red	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		

6	F	6,040 bags	mulch, bagged, delivered, brown	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
7	G	3,000 bags	mulch, bagged, delivered, gold	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
8	H	21,270 bags	mulch, bagged, delivered, Melaleuca	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
9	I	30 super sacks	mulch, rubber, bagged, delivered	$_____/super sack	$_____
			# of bags per pallet: _____		
			minimum order: _____		
10	J	6,580 cubic yards	engineered wood fiber, bulk, installed	$_____/cy	$_____
			minimum order: _____		
11	K	6,020 cubic yards	playground safety wood chips, bulk, installed	$_____/cy	$_____
			minimum order: _____		
12	L	5,400 cubic yards	mulch, bulk, installed, red, per cubic yard	$_____/cy	$_____
			minimum order: _____		

13	M	5,400 cubic yards	mulch, bulk, installed, brown, per cubic yard	$_____/cy	$_____
			minimum order: _____		
14	N	2,550 cubic yards	mulch, bulk, installed, gold, per cubic yard	$_____/cy	$_____
			minimum order: _____		

Group 2: Miami-Dade County

Line	Item No.	Quantity	Description	Unit Price	Total
1	A	100 cubic yards	mulch, bulk, delivered, red	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
2	B	900 cubic yards	mulch, bulk, delivered, brown	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
3	C	100 cubic yards	mulch, bulk, delivered, gold	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
4	E	17,000 bags	mulch, bagged, delivered, red	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
5	F	8,440 bags	mulch, bagged, delivered, brown	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		

6	G	1,000 bags	mulch, bagged, delivered, gold	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
7	K	550 cubic yards	Playground Safety Wood Chips, bulk, installed	$_____/cy	$_____
			minimum order: _____		
8	M	500 cubic yards	mulch, bulk, installed, brown	$_____/cy	$_____
			minimum order: _____		

Group 3: Palm Beach County

Line	Item	Quantity	Description	Unit Price	Total
1	A	11,300 cubic yards	mulch, bulk, delivered, red	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
2	B	800 cubic yards	mulch, bulk, delivered, brown	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
3	C	15,000 cubic yards	mulch, bulk, delivered, gold	$_____/cy	$_____
			# of yards per truckload: _____		
			minimum order: _____		
4	D	1,000 cubic yards	mulch, bulk, delivered, Melaleuca	$_____/cy	$_____
			# of yards per truckload: _____		

			minimum order: _____		
5	E	1660 bags	mulch, bagged, delivered, red	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
6	F	2,160 bags	mulch, bagged, delivered, brown	$_____/bag	$_____
			# of bags per pallet: _____		
			minimum order: _____		
7	J	5,700 cubic yards	Engineered Wood Fiber, bulk, installed	$_____/cy	$_____
			minimum order: _____		
8	K	800 cubic yards	Playground Safety Wood Chips, bulk, installed	$_____/cy	$_____
			minimum order: _____		
9	L	5,000 cubic yards	mulch, bulk, installed, red	$_____/cy	$_____
			minimum order: _____		
10	M	1,500 cubic yards	mulch, bulk, installed, brown	$_____/cy	$_____
			minimum order: _____		
11	N	50 cubic yards	mulch, bulk, installed, gold	$_____/cy	$_____
			minimum order: _____		

ATTRIBUTES

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE BID IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Acknowledgment of the following Addenda is noted:
Addendum Number(s)_____ Date(s) Issued _____

Delivery time after receipt of order _____ calendar days.

If awarded the Contract resulting from this bid, will your company/firm agree to sell additional items at the awarded Contract price? If so state the time period in calendar days applicable for such additional purchases: _____

If awarded the Contract resulting from this bid, will your company/firm agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, Agreement not required for Contract award.)

Yes_____ No_____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company/firm responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company/firm responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company/firm to civil penalties, attorney's fees, and/or costs.

I Certify

Conflict of Interest: For purposes of determining any possible conflict of interest, all Bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

Yes ____ No ____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If Bidder's company/firm has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Bidder has a drug-free workplace program? Yes ____ No _____

Summary Sheet

Agenda Item: 8.

Meeting Date: November 1, 2023

Subject:

Arrangement Letter, External Audit Services (Kim Moskowitz)

Requested Action: Request to approve the Arrangement Letter pertaining to External Audit Services for RFP #21-A-287 awarded to **RSM US, LLP** of Fort Lauderdale, Florida. Funding Source: Not Applicable. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE)

Funding Source: Not Applicable

Placement: Consent

Attachments: Summary Sheet
#1 - Arrangement Letter.pdf

Background / Description:

The contract for External Audit Services for RFP #21-A-287 was awarded to RSM US, LLP of Fort Lauderdale, Florida on October 6, 2021. Accounting industry standards continue to evolve, and the annual Arrangement Letter includes items that are explained in detail. These items do not affect the scope or the price of the original contract that was approved. Also, this letter now requires the signatures of the Mayor, the City Manager, and the Director of Finance.

The Finance Department and the Purchasing Division staff recommend approving the Arrangement Letter pertaining to External Audit Services for RFP #21-A-287 awarded to **RSM US, LLP** of Fort Lauderdale, Florida for the annual external audit of the city for fiscal year 2023.

Presenting: Kim Moskowitz

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Arrangement Letter – External Audit Services (Kim Moskowitz)

PLACEMENT: Consent

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to approve the Arrangement Letter pertaining to External Audit Services for RFP #21-A-287 awarded to **RSM US, LLP** of Fort Lauderdale, FL. Funding Source: Not Applicable. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE)

ATTACHMENTS: #1 – Arrangement Letter

BACKGROUND / DESCRIPTION:

The contract for External Audit Services for RFP #21-A-287 was awarded to RSM US, LLP of Fort Lauderdale, Florida on October 6, 2021. Accounting industry standards continue to evolve, and the annual Arrangement Letter includes items that are explained in detail. These items do not affect the scope or the price of the original contract that was approved. Also, this letter now requires the signatures of the Mayor, the City Manager, and the Director of Finance.

The Finance Department and the Purchasing Division staff recommend approving the Arrangement Letter pertaining to External Audit Services for RFP #21-A-287 awarded to **RSM US, LLP** of Fort Lauderdale, Florida for the annual external audit of the city for fiscal year 2023.

RSM US LLP

201 E. Las Olas Blvd, Ste 2500
Ft. Lauderdale, FL 33301-4216
O 954 462 6300
F 954 462 4607
www.rsmus.com

October 12, 2023

The Honorable Mayor, Members of the City Commission, and City Manager
c/o Kim Moskowitz, Director of Financial Services
City of Coral Springs, Florida
9500 West Sample Road
Coral Springs, FL 33065

Attention: Kim Moskowitz, Director of Financial Services

This letter ("Arrangement Letter") is to explain our understanding of the arrangements for the services RSM US LLP ("RSM", "we", "us", or "our") is to perform for the City of Coral Springs, Florida (the City) as of and for the year ending September 30, 2023. This Arrangement Letter supplements the Professional Services Agreement dated October 6, 2021, between RSM US LLP and the City (the "PSA") and reflects our understanding of the arrangement for the services we are to perform for the City. We ask that you confirm this understanding.

The Objective and Scope of the Audit of the Financial Statements
You have requested that RSM audit the City's governmental activities, business-type activities, the aggregate discretely presented component unit, each major fund, the aggregate remaining fund information and supplementary information as of and for the year ending September 30, 2023, which collectively comprise the basic financial statements.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and *Government Auditing Standards* issued by the Comptroller General of the United States ("GAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

You have also requested that RSM perform the audit of the City as of September 30, 2023, to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations ("CFR") Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance") and the audit requirements of the Florida Single Audit Act.

RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

The Responsibilities of the Auditor
We will conduct our audit in accordance with GAAS, GAS, the Uniform Guidance, and the U.S. Office of Management and Budget's ("OMB") Compliance Supplement, the Florida Single Audit Act and Chapter 10.550, *Rules of the Auditor General of the State of Florida*. Those standards, regulations, supplements or guides require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, GAS, the Uniform Guidance, the Florida Single Audit Act, and Chapter 10.550, Rules of the Auditor General of the State of Florida, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

- Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will communicate to the City Commission (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We are responsible for the compliance audit of major federal programs and state projects under the Uniform Guidance and the Florida Single Audit Act, including the determination of major programs and projects, the consideration of internal control over compliance, and reporting responsibilities. We are responsible for the additional compliance audits as described in the scope of the audit section.

Our report(s) on internal control over financial reporting and over compliance for major federal programs and state projects will include any significant deficiencies and material weaknesses in internal control over financial reporting and over compliance for major programs and projects of which we become aware

as a result of obtaining an understanding of internal control and performing tests of internal control over financial reporting and over compliance for major programs and projects consistent with requirements of the standards and regulations identified above. Our report(s) on compliance matters will address material errors, fraud, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") and GAS.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework
Management is responsible for:

1. Identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;

2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and

3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, analysts, regulators, vendors, customers or others.

Management is responsible for the preparation of the required supplementary information ("RSI") which accounting principles generally accepted in the United States of America ("U.S. GAAP") require to be presented to supplement the basic financial statements. Management is also responsible for the preparation of the supplementary information presented in relation to the financial statements as a whole in accordance with U.S. GAAP. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The Mayor and the City Commission are responsible for informing us of its views about the risks of fraud, waste or abuse within the City, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the City.

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP");

2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;

3. For 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;

4. For report distribution; and

5. To provide us with:

    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;

    b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;

    c. Additional information that we may request from management for the purpose of the audit; and

    d. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

The City's Annual Report will contain introductory and statistical sections which will be issued with the Annual Report. These documents will be provided to RSM prior to the issuance of the documents and prior to the issuance of the auditor's report.

In connection with our audit of the financial statements, our responsibility is to read the other information included in the Annual Report and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Arrangement Letter; and

2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Because the audit will be performed in accordance with the Federal and State Single Audit Acts and the Uniform Guidance, management is responsible for (a) identifying all federal and state awards received and expended; (b) preparing and the fair presentation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; (g) timely and accurate completion of the data collection form and (h) submitting the reporting package and data collection form.

Reporting
We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Mayor and Members of the City Commission. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the City's financial statements, we will also issue the following reports:

1. A report on the fairness of the presentation of the City's schedule of expenditures of federal awards and state financial assistance for the year ending September 30, 2023;

2. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;

3. Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control Over Compliance Required by the Uniform Guidance and Chapter 10.550, Rules of the Florida Auditor General;

4. An accompanying schedule of findings and questioned costs;

5. Management Letter Required by Chapter 10.550, Rules of the Auditor General

6. Independent Accountant's Report on the Examination of the City's Compliance with Section 218.415, Florida Statutes

Engagement Services
We will examine the City's compliance with Section 218.415, Florida Statutes (Section 218.415 F.S) in accordance with attestation standards established by the AICPA.

At the conclusion of our engagement, we will issue a written report of our examination of compliance with Section 218.415 F.S. Our report will be addressed to the Mayor and Members of the City Commission. We cannot guarantee that an unmodified opinion on compliance with Section 218.415 F.S. will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, or withdraw from the engagement.

The attestation standards require that we perform our examination engagement only if we have reason to believe that the compliance with Section 218.415 F.S. is capable of consistent measurement or evaluation against criteria that are suitable and available to users. If circumstances arise relating to the condition of the City's records, the availability of appropriate evidence or indications of a significant risk of material misstatement of compliance with Section 218.415 F.S. because of error, fraudulent financial reporting or misappropriation of assets that, in our professional judgment, prevent us from completing the engagement or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of controls, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

The services that we will perform are not designed and cannot be relied upon to disclose errors, fraud or illegal acts, should any exist. However, we will inform the appropriate level of management and those charged with governance of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

Furthermore, the services were not designed to provide assurance on the effectiveness of internal control. However, we will communicate to management and those charged with governance of any deficiencies in internal control that become known to us during the course of the engagement.

We will maintain our independence in accordance with the standards of the AICPA.

Management's Responsibilities
Management is responsible for:

1. Identifying applicable compliance requirements;

2. Selecting the Criteria for the purposes of evaluating compliance with Section 218.415 F.S.;

3. Determining that the stated or established Criteria is appropriate for the purposes of evaluating compliance with Section 218.415 F.S.;

4. Establishing and maintaining effective internal control over compliance with Section 218.415 F.S.;

5. Evaluating and monitoring the City's compliance with the Section 218.415 F.S. and providing us with a written assertion thereon;

6. Specifying reports that satisfy legal, regulatory or contractual requirements;

7. Making all records and related information available to us;

8. Providing us with a written management representation letter confirming certain representations made during the course of the engagement;

9. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on compliance with Section 218.415 F.S.; and

10. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

Records and Assistance
During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with management. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Nonaudit Services
In connection with our audit, you have requested us to perform certain nonaudit services as follows:

1. Educate and provide consultative support for the adoption of GASB 96, SBITA.
2. Assistance with preparation of the City's financial statements
3. Compiling, printing and binding the City and CRA financial statements
4. Compiling, printing and binding the Police Officers and Firefighters Retirement Plan financial statements

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the City, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The City agreed that Kim Moskowitz, Director of Financial Services possesses suitable skill, knowledge or experience and that the individual understands all off the services noted above to be performed sufficiently to oversee them. Accordingly, the management of the City agrees to the following:

1. The City has designated Kim Moskowitz, Director of Financial Services as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;

2. Kim Moskowitz, Director of Financial Services will assume all management responsibilities for the subject matter and scope of the nonaudit services;

3. The City will evaluate the adequacy and results of the services performed; and

4. The City accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the City's management or those charged with governance of the objectives of the non-audit services, the services to be performed, the City's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the non-audit services. We believe this Arrangement Letter documents that understanding.

Other Relevant Information
In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

Fees and Costs
Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement and includes directly billed expenses, including report processing, travel, meals, and fees for services from other professionals, as well as a charge for all other expenses, including indirect administrative expenses such as technology, research and library databases, communications, photocopying, postage and clerical assistance. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from City personnel

2. Timely responses to our inquiries

3. Timely completion and delivery of client assistance requests

4. Timely communication of all significant accounting and financial reporting matters

5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

Our fees for the services described in this Arrangement Letter and as provided for in the executed Professional Services Agreement dated October 6, 2021, between RSM and the City are $118,000 for the fiscal year 2023 audit.

You have informed us that you intend to prepare an annual comprehensive financial report (Annual Report) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting. Our association with the Annual Report is to consist of reviewing the report prepared by the City's personnel.

Use of Subcontractors and Third-Party Products
From time to time and depending upon the circumstances, we may, in our sole discretion, use affiliates of ours or qualified third-party service providers, located within or outside the United States, to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information (as such term is defined below) to them. In addition, if necessary to perform the services requested, we may arrange for one or more of the member firms of the RSM International Network (each an "RSM International Network Firm") to provide services to you outside of the United States. Those third-party service providers, affiliates of RSM, and RSM International Network Firms we use to assist us in providing services to you are collectively referred to herein as "Subcontractors." You hereby consent to us sharing your information, including Confidential Information, with our Subcontractors, within or outside of the United States; provided that such recipients are bound by written obligations of confidentiality that are as protective of your Confidential Information as the confidentiality terms set forth herein. You acknowledge and agree that: (i) our use of Subcontractors may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure; and (ii) an RSM International Network Firm may also share with us any work product, time and billing information, or any other information concerning you or your affiliates reasonably necessary for us to perform the services requested under this Arrangement Letter.

We also may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, "Third-Party Products"). You acknowledge that your or our use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by you to us, including Personal Information and Confidential Information, within the Third-Party Product's infrastructure and not ours, and that the terms of use and service set forth in the end-user license, subscription, or other agreement with the licensor of such Third-Party Product, including, but not limited to, applicable laws, will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

To the extent RSM gives the City access to a Third-Party Product in connection with the services contemplated herein, the City agrees to comply with the terms of use and service set forth in the applicable end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, "EULA(s)"), and the City shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product by the City or any user to whom the City grants access to such Third-Party Product.

You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a Third-Party Product.

Use and Ownership; Access to Documentation
The Documentation for this engagement is the property of RSM. For the purposes of this Arrangement Letter, the term "Documentation" shall mean the confidential and proprietary records of RSM's procedures performed, relevant evidence obtained, other engagement-related workpapers, and conclusions reached. Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by RSM for the City under this Arrangement Letter, or any documents belonging to the City or furnished to RSM by the City.

Review of Documentation by a successor auditor or as part of due diligence is subject to applicable RSM policies, and will be agreed to, accounted for and billed separately. Any such access to our Documentation is subject to a successor auditor signing an Access & Release Letter substantially in RSM's form. RSM reserves the right to decline a successor auditor's request to review our workpapers.

You acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to the requested audit documentation will be provided under the supervision of RSM audit personnel and at a location designated by our firm.

Limitation of Liability and Claim Resolution
For clarity, the terms of this section of the Arrangement Letter are in addition to the terms contained within Section 10 of the PSA.

THE CITY AND RSM AGREE THAT NO CLAIM ARISING OUT, FROM, OR RELATING TO THE SERVICES RENDERED PURSUANT TO THIS ARRANGEMENT LETTER SHALL BE FILED MORE THAN TWO YEARS AFTER THE DATE OF THE AUDIT REPORT ISSUED BY RSM OR THE DATE OF THIS ARRANGEMENT LETTER IF NO REPORT HAS BEEN ISSUED. IN NO EVENT SHALL RSM OR THE CITY, OR ANY OF THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE "COVERED PARTIES" AND EACH INDIVIDUALLY, A "COVERED PARTY"), BE LIABLE FOR THE INTERRUPTION OR LOSS OF BUSINESS, ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR SIMILAR SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF, FROM, OR RELATING TO THIS ARRANGEMENT LETTER, OR THE REPORT ISSUED OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CIRCUMSTANCES OR NATURE OR TYPE OF CLAIM, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM A COVERED PARTY'S NEGLIGENCE OR BREACH OF CONTRACT OR WARRANTY, OR RELATING TO OR ARISING FROM A GOVERNMENT, REGULATORY OR ENFORCEMENT ACTION, INVESTIGATION, PROCEEDING, OR FINE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY THE CITY TO RSM UNDER THIS ARRANGEMENT LETTER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS LIMITATION OF LIABILITY PROVISION SHALL, OR SHALL BE INTERPRETED OR CONSTRUED TO, RELIEVE THE CITY OF ITS PAYMENT OBLIGATIONS TO RSM UNDER THIS ARRANGEMENT LETTER.

Confidentiality
RSM and the City may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, RSM and the City agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Arrangement Letter. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, RSM is permitted to disclose the City's Confidential Information to RSM's personnel, agents, and representatives to provide the services or exercise its rights under this Arrangement Letter or for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Arrangement Letter.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Arrangement Letter.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

Preexisting Nondisclosure Agreements
In the event that the parties have executed a separate nondisclosure agreement and such agreement does not automatically terminate or expire upon execution of this Arrangement Letter, such agreement shall be terminated as of the effective date of this Arrangement Letter.

Data Protection Compliance
Our Privacy Policy ("Privacy Policy") is located on our website at https://rsmus.com/pages/rsm-us-privacy-policy.html. Our Privacy Policy may be amended from time to time in our sole discretion and without prior notice, and is hereby incorporated by reference into this Arrangement Letter. You acknowledge that you have read and understand the Privacy Policy and agree to the practices as described therein.

We take reasonable steps to comply with all applicable privacy, cybersecurity, and data protection laws that may apply to Personal Information and Confidential Information we process on behalf of our clients. Upon written request, but not more than annually during the term of this Arrangement Letter, we will deliver to you a copy of our third-party provided SOC 2 report evidencing the operating effectiveness of our Information Technology ("IT") control environment. We will also provide summaries of our IT security and disaster recovery policies and make our senior IT personnel reasonably available for discussion upon request. Our SOC 2 report and any information we disclose to you concerning our IT control environment shall constitute Confidential Information of RSM and shall be subject to the confidentiality obligations set forth in this Arrangement Letter.

Prior to disclosing to us or our Subcontractors or granting us or our Subcontractors with access to your data, you will identify in writing any personal, technical, or other data provided or made accessible to us or our Subcontractors pursuant to this Arrangement Letter that may be subject to heightened protections under applicable privacy, cybersecurity, export control, and/or data protection laws, including, but not limited to, protected health information pursuant to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), classified or controlled unclassified information subject to the National Industrial Security Program, the National Industrial Security Program Operating Manual, or the Defense Federal Acquisition Regulation Supplement ("DFARS"), data subject to Export Administration Regulations ("EAR"), or International Traffic in Arms Regulations ("ITAR") controlled data. Unless otherwise expressly agreed upon and specified in writing by RSM and the City, you shall not provide us or any of our Subcontractors with access to such data and you shall be responsible for the handling of all such data in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

RSM and the City acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

Personal Information
As used herein, the term "Personal Information" means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection or cybersecurity laws, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or state- or province-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal information as defined by applicable laws, whether of the City or the City's customers or other third parties.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

Where we are acting as a service provider under the California Consumer Privacy Act, including as amended or replaced ("CCPA"), we (i) will not sell any Personal Information received from the City; (ii) will not disclose Personal Information to another business, person, or third party, except for the purpose of maintaining or providing the services or exercising our rights as specified in this Arrangement Letter, including to provide Personal Information to advisers or sub-contractors, or to the extent such disclosure is required by law. We certify that we understand and will comply with the requirements enumerated in (i) and (ii). For the avoidance of doubt, all permitted uses of Personal Information by service providers that are enumerated in the CCPA are understood to apply to the Personal Information processed by us.

We are permitted to use all Personal Information to perform our obligations and exercise our rights under this Arrangement Letter. The parties agree that as part of the performance of the services as described in this Arrangement Letter, and as part of the direct business relationship between the parties, we may use the Personal Information to improve and develop services and for other similar internal and business purposes. We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of City-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records
For clarity, the terms of this section of the Arrangement Letter are in addition to the terms contained within Section 9 of the PSA.

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Arrangement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Arrangement Letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination
For clarity, the terms of this section of the Arrangement Letter are in addition to the terms contained within Section 8 of the PSA.

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

We may terminate this Arrangement Letter upon written notice if we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards.

The parties agree that those provisions of this Arrangement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Arrangement Letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials. Notwithstanding anything stated to the contrary in this Arrangement Letter, the City acknowledges and consents that we also may utilize Confidential Information and Personal Information that you have provided to us in connection with this engagement to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings and/or for development or performance of data analysis, business analytics or insights, or other insight generation. Information developed in connection with these purposes may be used or disclosed to you or current or prospective clients to provide them services or offerings. We will not use or disclose such Confidential Information or Personal Information in a way that would permit the City or an individual to be identified by third parties without your prior written consent.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The City agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

> *RSM US LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. RSM US LLP also has not performed any procedures relating to this official statement.*

Notices
Unless otherwise expressly agreed upon by the parties in this Arrangement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this Arrangement Letter, or such other address as such party may indicate by a notice delivered to the other party. A copy of any legal notice (e.g., any claimed breach or termination of this Arrangement Letter) sent by the City to RSM shall also be sent to the following address: Office of the General Counsel, RSM US LLP, 200 South Wacker Drive, Suite 3900, Chicago, IL 60606. Except as otherwise expressly provided in this Arrangement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

Entire Agreement
This Arrangement Letter, together with the PSA, constitutes the complete and exclusive statement of agreement between RSM and the City, and supersedes all prior agreements, understandings and proposals, whether oral or written, relating to the subject matter of this Arrangement Letter. In the event of a conflict between the PSA and the terms of this Arrangement Letter, the terms of this Arrangement Letter shall take precedence, solely for the limited purposes set forth under this Arrangement Letter.

Should any part, term, or provision of the PSA and this Arrangement Letter be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected thereby.

If any term or provision of this Arrangement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Arrangement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts
Each party hereto agrees that any electronic signature of a party to this Agreement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Arrangement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Arrangement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

Acknowledgement and Acceptance
Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

AGREED TO AND ACKNOWLEDGED BY:

RSM US LLP

Brett Friedman, Partner

Anil Harris, Senior Manager

Confirmed on behalf of the City of Coral Springs, Florida:

Scott J Brook, Mayor

Approved as to form:
Sherry Whitacre
Sherry Whitacre (Oct 16, 2023 09:13 EDT)
Sherry L. Whitacre
Senior Deputy City Attorney

Frank Babinec, City Manager

Kim Moskowitz, Director of Financial Services

FORVIS

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P 417.865.8701 / F 417.865.0682
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Report on the Firm's System of Quality Control

December 5, 2022

To the Partners of RSM US LLP and the National Peer Review Committee,

We have reviewed the system of quality control for the accounting and auditing practice of RSM US LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and examinations of service organizations (SOC 1® and SOC 2® engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of RSM US LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. RSM US LLP has received a peer review rating of *pass*.

FORVIS, LLP

FORVIS, LLP

PRAXITY™

Summary Sheet

Agenda Item: 9.

Meeting Date: November 1, 2023

Subject: Contract, Flooring Replacement at Donald A. Haupt Training Center (Chief Michael McNally)

Requested Action: Request to award the contract for Bid #23-D-271F for Flooring Replacement at Donald A. Haupt Fire Training Center to **Veer Industries and General Contracting, LLC** of Coral Springs, Florida in the amount of $216,700; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $45,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD, AUTHORIZE)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: Summary Sheet
#1 - Agreement with Veer Industries and General Contracting, LLC
Exhibit A Available Upon Request

Background / Description:

The flooring at the Donald A. Haupt Fire Training Center is in need of replacement. A formal bid package was prepared, solicited, and two (2) bids were received. The lowest bid was received from Veer Industries and General Contracting, LLC of Coral Springs, Florida in the amount of $216,700. The second bidder's submission is considered non-responsive as the pricing section was altered from how the pricing was expected to be provided.

The references provided by Veer Industries and General Contracting, LLC of Coral Springs, Florida were contacted, and the responses came back favorable.

The Fire Department and the Purchasing Division staff recommend awarding the Flooring Replacement at the Donald A. Haupt Fire Training Center to Veer Industries and General Contracting, LLC of Coral Springs, Florida in the amount of $216,700 and authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $45,000.

Presenting: Michael McNally

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Flooring Replacement at Donald A. Haupt Training Center (Michael McNally)

PLACEMENT: Consent

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to award the contract for Bid #23-D-271F for Flooring Replacement at Donald A. Haupt Fire Training Center to **Veer Industries and General Contracting, LLC** of Coral Springs, Florida in the amount of $216,700. Request to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $45,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative High-Performing and Sustainable Organization. (REQUEST TO AWARD, AUTHORIZE)

PROJECT REVIEWED BY OR INCLUDED IN: CIP

ATTACHMENTS: #1 – Agreement with Veer Industries and General Contracting, LLC

BACKGROUND:

The flooring at the Donald A. Haupt Fire Training Center is in need of replacement. A formal bid package was prepared, solicited, and two (2) bids were received. The lowest bid was received from Veer Industries and General Contracting, LLC of Coral Springs, Florida in the amount of $216,700. The second bidder's submission is considered non-responsive as the pricing section was altered from how the pricing was expected to be provided.

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The Fire Department and the Purchasing Division staff recommend awarding the Flooring Replacement at the Donald A. Haupt Fire Training Center to Veer Industries and General Contracting, LLC of Coral Springs, Florida in the amount of $216,700 and authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $45,000.

CONTRACT

THIS CONTRACT, made and entered into this _____day of _____, 20___ (hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "OWNER")

&

VEER INDUSTRIES AND GENERAL CONTRACTING, LLC
4782 N.W. 92nd Terrace
Coral Springs, Florida 33067
(hereinafter referred to as "CONTRACTOR")

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents, attached hereto and made a part hereof, consist of the Invitation to Bid, Instructions to Bidders, Construction Services General Conditions, Drawings, Plans, Specifications, Bid Form, Bid Security, CONTRACTOR'S Bid (including documentation accompanying Bid and post Bid documentation submitted prior to the Notice of Award), Qualifications Statement, this Contract and all Exhibits attached hereto, Addenda, the record of the Contract award by OWNER'S City Commission, the Notice of Award, Notice to proceed, Payment and Performance Bonds, the Special Conditions, Supplementary Conditions, any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2
SCOPE OF THE WORK

The CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the work required by the Contract Documents and as provided for in Exhibit "A" attached hereto.

FLOORING REPLACEMENT AT DONALD A. HAUPT TRAINING CENTER

ARTICLE 3
CONTRACT TIME

TIME IS OF THE ESSENCE OF THIS CONTRACT. The work to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed and, subject to authorized adjustments, shall be substantially complete and ready for final payment within Thirty (30) calendar days from the date of Contract Commencement. Failure to achieve timely final completion shall be regarded as a breach of this Contract and subject to the appropriate remedies including but not limited to, liability for liquidated damages in accordance with Paragraph 11.4 of the Construction Services General Conditions.

ARTICLE 4
CONTRACT SUM

The OWNER shall pay the CONTRACTOR in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of **TWO HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED DOLLARS ($216,700.00)**.

BASE BID – FLOORING REPLACEMENT AT DONALD A. HAUPT TRAINING CENTER	
Furnish and install the following:	
Rubber Tile Flooring	$148,000
Carpet Tile Flooring	$ 34,000
Wall Base Molding	$ 20,000
Total Flooring Replacement:	$202.000
Materials only for City to have on hand:	
Rubber tile – 15% of project SF	$ 12,000
Carpet Tile – 15% of project SF	$ 2,700
Total Materials on Hand:	$ 14,700
Total Cost Flooring Replacement and Materials on hand::	$216,700

ARTICLE 5
PROGRESS PAYMENTS

5.1 The CONTRACTOR may requisition payments for work completed during the project at intervals of not more than once a month in accordance with Article 13 of the Construction Services General Conditions. The CONTRACTOR's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with properly executed Releases of Liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR's current and previous applications for payment and any other supporting documentation as may be required by the PROJECT

MANAGER or Contract Documents. Each requisition shall be submitted in triplicate to the PROJECT MANAGER for approval. The OWNER shall make payment to the CONTRACTOR within thirty (30) calendar days after approval by the PROJECT MANAGER and ARCHITECT of the CONTRACTOR'S requisition for payment.

5.2 Five percent (5%) of all monies earned by the CONTRACTOR shall be retained for projects valued over $200,000 by the OWNER, subject to the limitations contained in Sections 218.735 and 255.077, Florida Statutes, as amended from time to time.

5.3 Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained for projects valued under $200.000 by the OWNER, subject to the limitations contained in Sections 218.735 and 255.077, Florida Statutes, as amended from time to time.

5.4 The OWNER may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

5.4.1 Defective work not remedied.

5.4.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.

5.4.3 Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.

5.4.4 Damage to another contractor not remedied.

5.4.5 Liability for liquidated damages that has been incurred by the CONTRACTOR.

5.4.6 Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.

5.4.7 Reasonable evidence that the work will not be completed within the Contract Time.

5.4.8 Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or consent of surety satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment may be made in whole or in part.

ARTICLE 6
E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

ARTICLE 7
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the OWNER to the CONTRACTOR in accordance with the provisions of Article 13 of the Construction Services General Conditions when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the PROJECT MANAGER and ARCHITECT.

ARTICLE 8

SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

ARTICLE 9
FORCE MAJEURE AND APPROPRIATION

9.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

9.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Terms used in this Agreement which are defined in the Construction Services General Conditions of the Contract shall have the meanings designated in those Conditions.

10.2 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

10.3 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

10.4 **The City reserves the right to issue separate Purchase Order for the procurement of material, supplies and equipment in connection with this project if it is beneficial to the City. Contractor shall be responsible for all Owner-Furnished equipment from date Contractor receives and takes possession of equipment furnished by the City until items are installed, and project is completed. Contractor shall be responsible for the installation of any Owner-furnished equipment.**

10.5 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without OWNER'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless OWNER shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the OWNER may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Contract in duplicate.

THIS AGREEMENT will be effective on _____, 202__.

ATTEST:

_____
GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

_____
SCOTT BROOK, Mayor

APPROVED AS TO FORM:
Sherry Whitacre
Sherry Whitacre (Oct 10, 2023 10:23 EDT)

_____
SHERRY WHITACRE, Senior Deputy City Attorney

VEER INDUSTRIES AND GENERAL CONTRACTING, LLC

By: _____

Title: C.E.O

Print Name: Randy Rampersad

Doc. 130681
Revised 09/2022

EXHIBIT "A"

77 Pages

Available Upon Request

Office of the City Clerk
954.344.1065

Summary Sheet

Agenda Item: 10.

Meeting Date: November 1, 2023

Subject: Amendment to Agreement, Maintenance and Repair Services for Firefighter Bunker Gear (Chief Michael McNally)

Requested Action: Request to approve the increase to the estimated annual expenditure for Bid #23-B-025M, Maintenance and Repair Services for Firefighter Bunker Gear utilizing the Hillsborough County Agreement from $45,000 to $60,000 estimated annual expenditure to Fire-Dex GW, LLC of Medina Ohio. The contract period is from November 1, 2023 through November 30, 2024. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE)

Funding Source: Approved Operating Budget

Placement: Consent

Attachments: Summary Sheet
#1 - Agreement with Fire-Dex GW, LLC

Background / Description:

On October 31, 2022 the City entered into a Piggyback Agreement utilizing the Hillsborough County Agreement for Fire-Dex GW, LLC to provide maintenance and repair services for Firefighter Bunker Gear. Providing regular maintenance and cleaning to the bunker gear will not only prolong the useful life, but also sustain the performance needed to properly protect the first responders during their operations.

Being that maintenance and repair of bunker gear is a specialized service, it must be done in accordance with the guidelines set by the National Fire Protection Association (NFPA) Standard 1851. Testing and inspection of the bunker gear is done prior to ensure all moisture and thermal barriers are intact. The inspection and testing process involves advanced cleaning and hydro testing the moisture barrier to locate areas that need repair. To properly provide these services, the vendor's facility must be authorized as an independent service provider who is certified by our bunker gear manufacturer.

By utilizing the Hillsborough County Agreement, it ensures that the selected vendor meets all the requirements and allows our Fire Department to continue its operations in a safe and consistent manner.

The Fire Department and the Purchasing Division staff recommend increasing the estimated annual expenditure from $45,000 to $60,000 to Fire-Dex GW, LLC of Medina, Ohio for Bid #23-B-025M, Maintenance and Repair Services for Firefighter Bunker Gear utilizing the Hillsborough County Agreement from November 1, 2023 through November 30, 2024.

Presenting: Michael McNally

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Maintenance and Repair Services for Firefighter Bunker Gear (Michael McNally)

PLACEMENT: Consent

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to approve the increase to the estimated annual expenditure for Bid #23-B-025M, Maintenance and Repair Services for Firefighter Bunker Gear utilizing the Hillsborough County Agreement from $45,000 to $60,000 estimated annual expenditure to **Fire-Dex GW, LLC** of Medina Ohio. The contract period is from November 1, 2023 through November 30, 2024. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing, & Sustainable Organization. (REQUEST TO APPROVE)

ATTACHMENTS: #1 – Agreement with Fire-Dex GW, LLC

BACKGROUND / DESCRIPTION:

On October 31, 2022 the City entered into a Piggyback Agreement utilizing the Hillsborough County Agreement for Fire-Dex GW, LLC to provide maintenance and repair services for Firefighter Bunker Gear. Providing regular maintenance and cleaning to the bunker gear will not only prolong the useful life, but also sustain the performance needed to properly protect the first responders during their operations.

Being that maintenance and repair of bunker gear is a specialized service, it must be done in accordance with the guidelines set by the National Fire Protection Association (NFPA) Standard 1851. Testing and inspection of the bunker gear is done prior to ensure all moisture and thermal barriers are intact. The inspection and testing process involves advanced cleaning and hydro testing the moisture barrier to locate areas that need repair. To properly provide these services, the vendor's facility must be authorized as an independent service provider who is certified by our bunker gear manufacturer.

By utilizing the Hillsborough County Agreement, it ensures that the selected vendor meets all the requirements and allows our Fire Department to continue its operations in a safe and consistent manner.

The Fire Department and the Purchasing Division staff recommend increasing the estimated annual expenditure from $45,000 to $60,000 to Fire-Dex GW, LLC of Medina, Ohio for Bid #23-B-025M, Maintenance and Repair Services for Firefighter Bunker Gear utilizing the Hillsborough County Agreement from November 1, 2023 through November 30, 2024.

AMENDMENT TO PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND FIRE-DEX GW, LLC FOR MAINTENANCE AND REPAIR SERVICES FOR FIREFIGHTER BUNKER GEAR

THIS AMENDMENT TO AGREEMENT, made and entered into the _____ day of _____, 2023, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

FIRE-DEX GW. LLC
a foreign limited liability company
780 South Progress Drive
Medina, Ohio 44256-1368
(hereinafter "CONTRACTOR")

WHEREAS, on October 31, 2022, based off a Hillsborough County Agreement, CITY and CONTRACTOR entered into an Agreement to provide Maintenance and Repair Services for Firefighter Bunker Gear; and

WHEREAS, Staff is recommending an amendment to the Agreement to increase the annual expenditure to Sixty Thousand Dollars ($60,000.00), and

WHEREAS, the City Commission concurs with the recommendation of staff; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. **COMPENSATION**

CITY agrees to pay CONTRACTOR an amount not to exceed Sixty Thousand Dollars ($60,000.00).

SECTION 3. Section 2(I) of the original Agreement is hereby replaced in its entirety to read as follows:

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 accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

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

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 4. In all other respects, the terms and conditions of the Hillsborough County Contract, as amended, are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms.

SECTION 5. This Amendment shall be effective upon execution by the City Commission.

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IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and FIRE-DEX GW. LLC have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez
Christina Gomez (Oct 16, 2023 09:52 EDT)

CHRISTINA M. GOMEZ
Assistant City Attorney

FIRE-DEX GW. LLC

By: Taylor Gilman
Taylor Gilman (Oct 16, 2023 09:50 EDT)

Title: President, Gear Wash

Print Name: Taylor Gilman

DIVISION OF CORPORATIONS

Detail by Entity Name

Foreign Limited Liability Company
FIRE-DEX GW, LLC

Filing Information

Document Number	M20000009658
FEI/EIN Number	84-2645138
Date Filed	10/27/2020
State	OH
Status	ACTIVE

Principal Address

780 SOUTH PROGRESS DRIVE
MEDINA, OH 44256-1368

Mailing Address

780 SOUTH PROGRESS DRIVE
MEDINA, OH 44256-1368

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title President

GILMAN, TAYLOR BURKE
780 SOUTH PROGRESS DRIVE
MEDINA, OH 44256-1368

Annual Reports

Report Year	Filed Date
2021	04/14/2021
2022	03/08/2022
2023	01/19/2023

Document Images

01/19/2023 -- ANNUAL REPORT View image in PDF format

03/08/2022 -- ANNUAL REPORT	View image in PDF format
04/14/2021 -- ANNUAL REPORT	View image in PDF format
10/27/2020 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations

Agreement with Fire-DexGW, LLC

Final Audit Report 2023-10-16

Created:	2023-10-13
By:	Miguel Machuca (mmachuca@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANN3nf2ER8nIncbx2OccKAy-vK27W4gi8

"Agreement with Fire-DexGW, LLC" History

Document created by Miguel Machuca (mmachuca@coralsprings.gov)
2023-10-13 - 6:51:38 PM GMT

Document emailed to taylorburkegilman@gearwash.com for signature
2023-10-13 - 6:52:13 PM GMT

Email viewed by taylorburkegilman@gearwash.com
2023-10-13 - 6:59:41 PM GMT

Signer taylorburkegilman@gearwash.com entered name at signing as Taylor Gilman
2023-10-16 - 1:50:25 PM GMT

Document e-signed by Taylor Gilman (taylorburkegilman@gearwash.com)
Signature Date: 2023-10-16 - 1:50:27 PM GMT - Time Source: server

Document emailed to cgomez@coralsprings.gov for signature
2023-10-16 - 1:50:28 PM GMT

Email viewed by cgomez@coralsprings.gov
2023-10-16 - 1:50:37 PM GMT

Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez
2023-10-16 - 1:52:46 PM GMT

Document e-signed by Christina Gomez (cgomez@coralsprings.gov)
Signature Date: 2023-10-16 - 1:52:48 PM GMT - Time Source: server

Agreement completed.
2023-10-16 - 1:52:48 PM GMT

Summary Sheet

Agenda Item: 11.

Meeting Date: November 1, 2023

Subject: Agreement, Water and Wastewater Treatment Plant Construction Services (John Norris)

Requested Action: Request to award contract #24-B-036M for Water and Wastewater Treatment Plant Construction Services via Martin County, Florida #RFB2020-3232 to Lawrence Lee Construction Services, Inc. of Stuart, Florida from November 1, 2023 through July 27, 2024 with the option to renew for one (1) additional one (1) year renewal; and to authorize the Purchasing Manager to execute and approve the renewal. The estimated annual expenditure is $300,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High-Performing, and Sustainable Organization. (REQUEST TO AWARD)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: Summary Sheet
#1 - Agreement with Lawrence Lee Construction Services, Inc.

Background / Description:

The Public Works Utilities Division has an ongoing need for a well-qualified contractor to provide construction services at the Water Treatment Plant. Construction services for Water and Wastewater Treatment Plants is a niche segment within the construction industry being that it is highly specialized due to the equipment involved and the negative cascading effects that occur if modifications to the Water Treatment Plant are not done properly.

Martin County currently has a contract in place with Lawrence Lee Construction Services, Inc. to provide Water and Wastewater Treatment Plant Construction Services. The Martin County contract with Lawrence Lee Construction Services, Inc. is in effect until July 27, 2024 with the option to renew for one (1) additional one (1) year renewal. By utilizing the Martin County contract, the City will avoid contracting with an unqualified firm for the required services. Having repairs done correctly by an experienced firm is critical to keeping the Water Treatment Plant operating safely and continuously.

Lawrence Lee Construction Services, Inc. is a well-qualified firm that has successfully performed many Water Treatment Plant Construction projects. Several local municipalities have utilized Lawrence Lee Construction Services, Inc. through the Martin County Contract for construction done at their Water Treatment Plants.

The Public Works Utilities Division and the Purchasing Division staff recommend awarding this term contract to Lawrence Lee Construction Services, Inc. of Stuart, Florida utilizing the Martin County, Florida contract for an estimated yearly expenditure of $300,000 from November 1, 2023 to July 27, 2024 and authorize the Purchasing Manager to approve and execute the renewal.

Presenting: John Norris

Meeting: November 1, 2023
Department: Financial Services
Initiated By: Miguel Machuca
DOC ID: 1784

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Water and Wastewater Treatment Plant Construction Services (John Norris)

PLACEMENT: Consent

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to award contract #24-B-036M for Water and Wastewater Treatment Plant Construction Services via Martin County, Florida #RFB2020-3232 to **Lawrence Lee Construction Services, Inc.** of Stuart, Florida from November 1, 2023 through July 27, 2024 with the option to renew for one (1) additional one (1) year renewal. Request to authorize the Purchasing Manager to execute and approve the renewal. The estimated annual expenditure is $300,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High-Performing, and Sustainable Organization. (REQUEST TO AWARD)

ATTACHMENTS: #1 – Agreement with Lawrence Lee Construction Services, Inc

BACKGROUND / DESCRIPTION:

The Public Works Utilities Division has an ongoing need for a well-qualified contractor to provide construction services at the Water Treatment Plant. Construction services for Water and Wastewater Treatment Plants is a niche segment within the construction industry being that it is highly specialized due to the equipment involved and the negative cascading effects that occur if modifications to the Water Treatment Plant are not done properly.

Martin County currently has a contract in place with Lawrence Lee Construction Services, Inc. to provide Water and Wastewater Treatment Plant Construction Services. The Martin County contract with Lawrence Lee Construction Services, Inc. is in effect until July 27, 2024 with the option to renew for one (1) additional one (1) year renewal. By utilizing the Martin County contract, the City will avoid contracting with an unqualified firm for the required services. Having repairs done correctly by an experienced firm is critical to keeping the Water Treatment Plant operating safely and continuously.

Lawrence Lee Construction Services, Inc. is a well-qualified firm that has successfully performed many Water Treatment Plant Construction projects. Several local municipalities have utilized Lawrence Lee Construction Services, Inc. through the Martin County Contract for construction done at their Water Treatment Plants.

The Public Works Utilities Division and the Purchasing Division staff recommend awarding this term contract to Lawrence Lee Construction Services, Inc. of Stuart, Florida utilizing the Martin County, Florida contract for an estimated yearly expenditure of $300,000 from November 1, 2023 to July 27, 2024 and authorize the Purchasing Manager to approve and execute the renewal.

PIGGYBACK AGREEMENT BETWEEN CITY OF CORAL SPRINGS AND LAURENCE LEE CONSTRUCTION SERVICES, INC. FOR WATER AND WASTEWATER TREATMENT PLANT CONSTRUCTION SERVICES

THIS IS AN AGREEMENT, dated this _____ day of _____, 2023 (hereinafter "Effective Date"), by and between:

CITY OF CORAL SPRINGS
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter "CITY")

and

LAWRENCE LEE
CONSTRUCTION SERVICES, INC.
a Florida profit corporation
800 SE Lincoln Avenue
Stuart, Florida 34994
(hereinafter referred to as "CONTRACTOR")

WHEREAS, CITY has the need of a qualified Contractor to provide Water & Wastewater Treatment Plant Construction Services; and

WHEREAS, Martin County competitively bid for Water & Wastewater Treatment Plant Construction Services (RFB 2020-3232), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, CONTRACTOR submitted a Bid in response to Martin County; and

WHEREAS, after receipt of said Bid from CONTRACTOR, Martin County entered into a contract with CONTRACTOR dated July 28, 2020 through July 27, 2023 with the option to renew for two (2) additional one (1) year periods, attached hereto and incorporated herein as Exhibit "B;" and

WHEREAS, on July 28, 2023, Martin County renewed its contract with Contractor, attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, CITY has reviewed the Scope of Services of the competitively bid Martin County Contract and has determined that it is an agreement that can utilized by CITY to provide Water & Wastewater Treatment Plant Construction services to CITY; and

WHEREAS, City desires to retain the services of CONTRACTOR establishing this agreement based on the contract developed and executed by Martin County; and

WHEREAS, the Martin County contract allows CONTRACTOR to enter into an agreement for Water & Wastewater Treatment Plant Construction services with CITY under an arrangement where CITY establishes this agreement based on the contract developed and execute by Martin County and Section 2-305.1(3) of the Code of Ordinances of the City of Coral Springs, Florida. authorizes CITY to procure these services through such an arrangement; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the Martin County Contract for Water & Wastewater Treatment Plant Construction services for CITY; and

WHEREAS, the City Commission of the City of Coral Springs has authorized the proper City officials to enter into an Agreement with CONTRACTOR by establishing this agreement based on the contract developed and executed by Martin County,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The prices, terms, and conditions of the Martin County Contract shall govern the relationship between CITY and CONTRACTOR, except as amended below:

A. The Scope of Services for items to be provided under this Agreement shall be as set forth in the City of West Palm Beach Contract, except said services shall be performed in and for CITY.

B. CONTRACTOR shall provide the items in and for CITY as detailed Exhibit "B," utilizing the prices set forth in the Contract.

C. The Contract Administrator shall be Juan Robby, Assistant Director of Public Works, or his designee, the City of Coral Springs, 3800 NW 85th Avenue, Coral Springs, Florida 33065.

D. The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR under this Agreement or the breach of this Agreement by CONTRACTOR.

CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

E. **NOTICES:**

CITY: Juan Robby, Assistant Director of Public Works
City of Coral Springs
3800 NW 85th Avenue
Coral Springs, Florida 33065
Email: jrobby@coralsprings.gov

Copy to: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Email: gdixon@coralsprings.gov

CONTRACTOR: Geoffrey Schmidt, Manager
Laurence Lee
Construction Services, Inc.
800 SE Lincoln Avenue
Stuart, Florida 34994

F. **COMPENSATION/PAYMENT**

Fees payable to CONTRACTOR shall not exceed Three Hundred Thousand Dollars ($300,000.00) per year. This amount is contingent upon the availability of funds by the using department.

G. **TERM**

The term of this Agreement shall be from date of award through July 27, 2024 with the option to renew for one (1) additional one (1) year term, pursuant to Martin County's renewal of their contract.

H. **RECORDS AND AUDIT**

22.01 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 accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

22.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

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

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps

and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

I. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in

business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

J. **INSURANCE**

CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

(a) Premises and Operations.
(b) Independent Contractors.
(c) Product and Completed Operations Liability.
(d) Broad Form Property Damage.
(e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in the Agreement.
(f) Owner's or Contractor's Protective Liability.

UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained

shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than Two Million ($2,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

K. FORCE MAJEURE AND APPROPRIATION

30.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces

beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

30.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

L. ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

M. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination of this Section.

SECTION 3. In all other respects, the terms and conditions of the Martin County Contract, are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms.

SECTION 4. This Agreement shall become effective upon the approval of the City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and LAWRENCE LEE CONSTRUCTION SERVICES, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez
Christina Gomez (Oct 12, 2023 16:39 EDT)

CHRISTINA M. GOMEZ
Assistant City Attorney

LAWRENCE LEE
CONSTRUCTION SERVICES, INC.

By: Geoffrey L. Schmidt (Oct 12, 2023 16:23 EDT)

Title: President

Print Name: Geoffrey L. Schmidt

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
LAWRENCE LEE CONSTRUCTION SERVICES, INC.

Filing Information

Document Number	P17000069617
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State	FL
Status	ACTIVE

Principal Address

800 SE Lincoln Ave
Stuart, FL 34994

Changed: 04/08/2021

Mailing Address

800 SE Lincoln Ave
Stuart, FL 34994

Changed: 04/08/2021

Registered Agent Name & Address

SCHMIDT, GEOFFREY L
800 SE Lincoln Ave
Stuart, FL 34994

Address Changed: 04/08/2021

Officer/Director Detail

Name & Address

Title MGR

SCHMIDT, GEOFFREY L
800 SE Lincoln Ave
Stuart, FL 34994

Annual Reports

Report Year	Filed Date

2021	04/08/2021
2022	01/26/2022
2023	01/23/2023

Document Images

01/23/2023 -- ANNUAL REPORT	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
04/08/2021 -- ANNUAL REPORT	View image in PDF format
02/11/2020 -- ANNUAL REPORT	View image in PDF format
03/01/2019 -- ANNUAL REPORT	View image in PDF format
04/04/2018 -- ANNUAL REPORT	View image in PDF format
08/18/2017 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

REQUEST FOR BID (RFB) 2020-3232

Martin County Board of County Commissioners
Attn: Purchasing Division
2401 S.E. Monterey Road
Stuart, Florida 34996
pur_div@martin.fl.us
www.martin.fl.us

The Board of County Commissioners, Martin County, Florida, will receive sealed bids for:

WATER AND WASTEWATER TREATMENT PLANT CONSTRUCTION

Sealed bids will be received by the Information Desk on the 1st Floor at the address above until **2:30 PM** local time, on **Wednesday, June 24, 2020.**

The complete bid document may be downloaded from www.demandstar.com (online bidding site).

Martin County is an equal opportunity/affirmative action employer.

By order of the Board of County Commissioners of Martin County, Florida.

Publish: The Stuart News May 8, 2020

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

LIST OF CONTENTS

Bidders must register with the online bidding site in order to receive all required documents and notification of addenda.

This document includes:

1. Basic Scope of Services
2. Instructions to Bidders
3. Sample Agreement between Owner and Contractor
4. Sample Work Order
5. Bidder's Qualification Statement
6. Local Vendor Preference Certification

(Forms 5 & 6 also available in Microsoft Word format at www.demandstar.com)

The following documents must be downloaded separately:

7. Bid Form

Going Greener!! One original of the following documents must be returned with bid. Do not return any other pages or documents unless specifically requested in the RFB. If e-bidding, upload documents as one complete document rather than separately (no paper copy necessary).

- Bid Form
- Bidder's Qualification Statement
- Local Vendor Preference Certification, if applicable
- Public Entity Crimes Statement
- Addenda, if any

Prohibited Communications: Potential bidders shall not communicate in any way with the Board of Commissioners, County Administrator, or any County staff, other than Purchasing personnel, regarding this Request for Bid (RFB) from the time of bid advertisement through, and including, bid award except during scheduled pre-bid meetings. Such communication shall result in disqualification.

BASIC SCOPE OF SERVICES

The County is seeking Contractor(s) for general construction services for water and wastewater treatment facilities on an as needed basis. Any one task order should not exceed $300,000. The task order(s) will be established on a lump sum or time and materials basis. There is no guarantee that any work will be requested.

The selected Contractor(s) will be responsible for the professional quality, technical accuracy, and the coordination of all services provided. There may be an occasional need for emergency work and the Contractor will be expected to respond to the County's request within 6 hours. The Contractor(s) shall comply with all the applicable provisions of the Local, State and Federal laws.

Typical projects include, but are not limited to the following:

- Underground and aboveground pipe installation. Pipelines may be pressurized or gravity. Materials may be concrete, plastic, ductile iron, cast iron, stainless steel, HDPE, etc. Sizes may be from ½" diameter up to several feet in diameter.
- Miscellaneous structural work including small building foundations, slabs, containment walls, etc.
- Interior and exterior building construction and modifications
- Industrial coatings
- Piping modifications
- Metal work, welding and/or fabrication, etc.
- Installation and replacement of pumps, valves, slide gates, blowers, aeration basin diffusers, grinders, bio-filter media, chemical feed equipment and piping, chemical tanks, or other water/wastewater related equipment.
- Demolition of water and wastewater related processes.

Work will be requested on a work order basis to one or more of the qualified Contractors at the time it is required. A brief description of the assistance needed will be provided when the Contractor(s) are contacted. The Contractor(s) will be expected to return a brief description of the approach to the work, a schedule for its completion and not to exceed cost within seven (7) working days. Failure of the Contractor to respond to request for quote three (3) times will result in termination of contract.

The County will review the quotations, if more than one was requested, for the lowest responsive quote. When the County has agreed to the approach, schedule and cost, and a Purchase Order is issued, the Contractor will commence the work within fifteen (15) business days of the issuance of the Purchase Order.

The goods and/or services listed in this bid are for the purposes of price comparison and are not intended to be all inclusive. The County may add goods and/or services at any time during the term of this Agreement at a cost to be agreed upon by the Vendor and the County.

Bid Form Notes

Markup on Materials shall be the percentage added to the actual wholesale cost of materials or special equipment rental.

All associated costs shall be included in the labor cost including transportation.

Emergency service/after normal business hours (8:00 am – 5:00 pm) shall be charged no more than one- and

one-half (1 ½) times the regular per hour rate.

Minimum Qualifications

Contractors must possess a valid State of Florida Certified General Contractors License.

Qualifications will be considered only from Contractor(s) who have been in business performing similar services for at least five (5) years, financially responsible and have experienced personnel able to perform the required service. The Contractor(s) must demonstrate that they meet the minimum mandatory qualification of being established in the water and wastewater treatment industry, with references showing that they have provided general construction services for construction, upgrades and rehabilitation of municipal water and wastewater treatment plants of 2 million gallons per day or larger.

Contract

The maximum total value of this contract shall not exceed $5,000,000.00.

The Term of the Contract shall be for a period of three (3) years provided both parties are in agreement and there are no changes to the terms and conditions. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases. The County shall reserve the right to terminate the Contract in accordance with the provisions under the Terms & Conditions herein. The contract may be renewed for two additional 1-year terms, if needed, for a total maximum term of five years. The awardee agrees to this condition by signing their bid.

The Contractor shall furnish a Public Payment Bond and a Performance Bond, and record that Bond with the Clerk of the Circuit Court's office, pursuant to Section 255.05, Florida Statutes, in at least an amount equal to the Contract Price for any Work Order valued at $200,000.00 or greater, covering the faithful performance of this Agreement and all Contractor's faithful performance and payment of all Contractor's obligations under the Contract Documents.

Martin County will not be held to any minimum/maximum quantities or dollars during the term of Contract.

The County reserves the right to award this Contract to one or more bidders.

INSTRUCTIONS TO BIDDERS

Bidders are encouraged to read the following instructions carefully. Deviations, changes, modifications or failures to complete the bid can, and in some instances shall, invalidate the bid.

1. Date and Place of Bid Opening. Sealed bids will be received at the Martin County Administrative Center, PURCHASING DIVISION, 2401 S. E. Monterey Road, Stuart, Florida 34996, at the time set forth on the Advertisement for Bids (RFB). Bids received after the designated time and date will not be considered. Bids will be publicly opened and read. If an award of the Contract is made, it will be as soon thereafter as is practical. In case of a tie, a selection among the lowest tied responsive and responsible bidders shall be made in accordance with County policy.

2. Inquiries/Addenda. Verbal interpretations of the meaning of the Drawings, Specifications, or other Contract Documents will not be valid. Every request for interpretation shall be in writing and e-mailed to Purchasing

at pur_div@martin.fl.us no later than 5:00 PM on Monday the week prior to the bid due date. The County will respond to all such requests for interpretation and any supplemental instructions in the form of written addenda and shall publish such addenda on the online bidding site not later than five (5) calendar days prior to the bid opening date fixed for the opening of bids. Bidders must acknowledge receipt of the addenda in their bid. Failure of any bidder to receive, or to acknowledge receipt of any such addenda shall not relieve such bidder from any obligation under its bid as submitted, provided, however, that failure to so acknowledge receipt of any such addenda may render a bid non-responsive and result in its rejection. Bidders are advised to contact the County prior to submitting bids to satisfy themselves as to the existence and number of all such addenda. All addenda so issued shall become part of the Contract Documents.

3. Preparation of Bids. Bids shall be submitted on the Bid Form(s) furnished, or upon an exact copy thereof, and must be signed by an authorized representative of the firm submitting the bid. The County shall not consider any information other than that contained on the Bid Forms; specifically, nothing written on the envelope in which the Bid Forms are contained will be considered except for purposes of identification. Bidders must quote on all items listed and failure to do so will disqualify the bid. The intent of the Bid Form is to secure a price for the work described in the Contract Documents. All bid preparation costs shall be borne by the bidder. The County will not be responsible for paying any bidder for its costs incurred in preparing its bid.

4. Credentials of Bidders/Licenses. All Bidders shall provide proof that they are properly certified or registered as a Contractor by the State of Florida applicable to this type of work. Other information, including, but not limited to, references and financial data shall be provided upon specific request by the County.

5. Bidders Disclosure. In each bid by an individual or firm, there shall be stated the name and address of every person having an interest in the bid; and in case of a corporation the names and addresses of its officers. Bids shall be signed by the person or member of the firm making the same, and in the case of a corporation, by some authorized officer or agent subscribing the name of the corporation and his own name.

6. Public Record. Bids become a "public record" and shall be subject to disclosure consistent with Chapter 119, Florida Statutes, thirty (30) calendar days after the bid opening or upon bid award in accordance with Chapter 119, Fla. Stat.. Marking a proposal "confidential" or "proprietary" does not exclude all or any part of the proposal from disclosure under public records requirements. To claim the proposal or a portion thereof as exempt or confidential and exempt from disclosure, you must state the basis of the exemption, including the statutory citation to an exemption created or afforded by Florida Statutes; state in writing and with particularity the reasons for the conclusion that the proposal is exempt or confidential and exempt; and if only a portion of the proposal is claimed to be exempt or confidential and exempt, provide a redacted version of the proposal showing those portions claimed to be exempt or confidential and exempt. Proposals submitted with claimed exemptions shall be reviewed and release of these records shall be at the County's discretion. Failure to notify the County of claimed exemptions constitutes a waiver and the submittal will be released as requested.

7. Joint Venture. If the bid involves a joint venture, a copy of the joint venture agreement shall be included with the bid along with the attached "Statement of Business Organization".

8. Public Entity Crimes. Any bidder, or any of his suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the County shall not be a convicted vendor or, if the bidder or any of his suppliers, subcontractors, or consultants of the bidder has been convicted of a public entity crime, a period

longer than 36 months shall have passed since that person was placed on the convicted vendor list. The bidder further understands and accepts that any contract issues as a result of this solicitation shall be either voidable by the County or subject to immediate termination by the County, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 Florida Statutes. The County, in the event of such termination, shall not incur any liability to the respondent for any work or materials furnished.

9. Power of Attorney. Attorneys-in-Fact who sign bonds must file with the board a certified copy of their power of attorney to sign such bonds.

10. Delivery of Bids. The bid shall be submitted in a sealed envelope and must indicate on the outside, bidder name, bid name and number, and the bid due date. The County shall not be responsible for bids improperly identified. If forwarded by regular mail or express mail, the sealed envelope containing the bid and marked as directed above, shall be enclosed in another envelope addressed to the U.S. Mail address indicated on the cover page. If forwarded by overnight courier services (other than United States Postal Service Express Mail), the sealed envelope containing the bid and marked as directed above, shall be enclosed in another envelope addressed to the street address indicated on the cover page. Bids may be hand-delivered. Bids by fax or e-mail will NOT be accepted. The County cautions bidders to assure actual delivery of mailed or hand-delivered bids directly to the Martin County Administrative Center, 1st Floor, Information Desk, 2401 S. E. Monterey Road, Stuart, Florida. Confirmation of timely receipt of the bid may be made by e-mailing pur_div@martin.fl.us before bid opening time. Bids received after the established deadline shall not be considered.

11. E-bidding. E-bidding through the online bidding site (www.demandstar.com) shall be accepted in lieu of a sealed bid as outlined above. However, the bidder shall be responsible for ensuring that the required bid documents are properly uploaded and accepted by the online bidding site. The County shall not be responsible for nor accept bids not properly uploaded by the bid due date and time.

12. Withdrawal of Bids. Prior to the bid opening, a bid may be withdrawn provided that the bidder submits a written request that is signed by an authorized representative of the firm that submitted the bid. However, modifications will not be accepted or acknowledged.

13. Notice of Intended Award. A bid tabulation will be posted as soon after the bid opening as possible on our website at www.martin.fl.us. Notice of award will be posted on the online bidding site.

14. Acceptance or Rejection of Bids. The County reserves the right to reject any and all bids when (i) such rejection is in the interest of the County; (ii) such bid is void per se; or (iii) the bid contains any irregularities, PROVIDED, however, that the County reserves the right to waive any minor irregularities and to accept the lowest responsible and responsive bid determined by the County. Bids may be considered irregular if there are omissions, unauthorized alterations of any forms, additions not called for, conditional or unauthorized alternate bids, or other irregularities of any kind. The County reserves the right to request a written confirmation of the bid and the responsibility of the bidder prior to the awarding of the Contract. Failure of the bidder to confirm the bid within seven (7) working days from the date of the County's request may render the bid unresponsive and will entitle the County to award to the next lowest bidder and may require forfeiture of the bid bond.

15. Contractor's Financial Ability. The apparent low, responsive bidder shall provide evidence of financial health prior to bid award upon request including but not limited to financial statements, cash flow

projections, bank statements and tax returns. Failure to provide requested information shall deem the bidder non-responsible.

16. Responsible Bidder. Florida Statute 287.012(25) states that a "Responsible vendor" means a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. The County shall review factors, including but not limited to, past project performance, references and length of time in business and shall make the determination of responsibility in its sole discretion. A Contractor Performance Evaluation will be completed at the end of each project. An overall rating of "poor" will result in the Contractor being deemed "non-responsible" for future bids and will result in rejection of bid.

17. Reliance Upon Bid. The County shall be entitled to rely upon all representations, including financial and other terms of performance, contained within a bid. The bidder further agrees to be bound to perform in accordance with its bid terms, including price.

18. Contract. The bidder understands that this Request for Bids does not constitute a Contract with the bidder. County contracts are awarded only when a fully executed written agreement has been returned to the Bidder by the County. No one shall be entitled to rely on any other action as an award. The County will not be liable for any costs incurred by the bidder prior to execution of the contract by the parties. The bidder to whom the award is made shall, within fourteen (14) calendar days after receipt of the Contract, execute the Contract on the form attached and return it to the County. If the bidder fails to execute the Contract or provide the insurance within the time allowed, there shall be just cause for the annulment of the award and forfeiture of the Bid Guaranty to the County. Award may then be made to the next lowest, responsible, and responsive bidder or the work may be re-advertised at the County's sole discretion.

19. Substitute Material and Equipment. A Contract, if awarded, will be on the basis of material and equipment described in the Drawings and the Technical Specification without consideration of possible substitute or an "or equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Engineer, application for such acceptance will not be considered by the Engineer until after the date of execution of the Contract. In all cases, the low bidder shall be determined on the basis of the base bid which shall reflect the costs for the materials and equipment specified. Any bidder unable to provide the specified materials and equipment shall be determined unresponsive.

20. Equal Opportunity. The County recognizes fair and open competition as a basic tenet of public procurement. Contractors doing business with the County are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex.

21. Award. For the purpose of award, the County will consider as the bid the correct summation of each unit price multiplied by the estimated quantities or the submitted total of all line items at the County's sole discretion and in the County's best interest. The County may award based on the basis of quantities included in the BASE BID or quantities included in the base bid plus bid alternatives, if any, and/or number of days to complete, at the County's sole discretion. Award will be made to the lowest, most responsive, responsible bidder. The County reserves the right to award contracts to one or more bidders.

22. Performance during emergency. By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Martin County shall be given "first priority" for all goods and services under this contract (if applicable). Bidder agrees to provide all goods and services to Martin County throughout the emergency/disaster at the terms, conditions, and prices as provided in this

solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number and address to the County in the event of such an emergency. Failure to provide the stated priority/preference during an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the County.

23. Utilitization of Small Business Concerns. It is the Policy of the United States, the State of Florida, or the County that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, hubzone small business concerns, small disadvantaged business concerns, and women-owned small business concerns (hereinafter "small business concerns") shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts. it is further the policy that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns. the contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. the contractor further agrees to cooperate in any studies or surveys as may be conducted by the appropriate government agency as may be necessary to determine the extent of the contractor's compliance with this clause.

24. Disadvantaged Business Enterprise. Contractors, consultants, sub-contractors and/or sub-recipients shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in termination of the contract or such other remedy as the recipient deems appropriate.

25. Additional Vendor Requirements. The successful bidder(s) will be required to monitor the performance of his employee on a periodic basis while they are assigned to the County. The successful bidder(s) is required to comply with the Immigration Reform Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986, to provide employers with proof of citizenship or authorization to work in the United States.

26. Federal, State and County Regulations. The successful bidder(s) and their employees shall conform to all Federal, State and County regulations while in performance of their contracts. Any individual found not to conform shall not be allowed to start to work or if started shall be required to leave the job site immediately. Continued violations by any Successful Bidder shall result in the immediate termination of the Successful Bidder contract.

27. Prohibited Communications. Potential bidders shall not communicate in any way regarding this contract with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel regarding this Request for Bid (RFB) from the time of bid advertisement through and including bid award. Such communication shall result in disqualification.

28. Local Vendor Preference. When a responsible and responsive, non-local business submits the lowest price bid and the bid submitted by one or more qualified and responsive local businesses is equal to or within five percent (5%) of the price submitted by the Apparent Low Bidder, then the local business with the apparent next-lowest qualified and responsive bid offer shall have the opportunity to submit an offer that matches the price offered by the Apparent Low Bidder in accordance with Section 135.7, Code of Ordinances, Martin County Code.

29. Conflict of Interest. Section 112.313, Fla. Stat., prohibits contracts with County employees, officers and advisory board members. All bidders must disclose the name of any Martin County officer or employee who owns, directly or indirectly an interest in the bidder's firm or any of its branches. Advisory Board Members may qualify for an exemption by submitting Commission on Ethics Form 3A with bid and filing such form with the Supervisor of Elections in accordance with Section 112.313(12)(b), Fla. Stat.

SAMPLE AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR CONSTRUCTION SERVICES

THIS AGREEMENT, effective this _____day of _____in the year, 2020, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR:
(hereinafter CONTRACTOR)

Contract Name:

Contract Number:	RFB
Total Contract Value:	$5,000,000.00 (to all vendors combined over 5 years)
Contract Term:	Three (3) years plus two (2) optional one (1) -year renewals

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ARTICLE 1
DEFINITIONS

1.1 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Actual Costs*.
   a. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
   b. cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
   c. rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
   d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
   e. additional cost of field supervision and field office personnel directly attributable to the charge, exclusive of the cost of estimating, contract administration, and purchasing.

2. Addenda. Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

3. *Agreement.* The written instrument which is evidence of the agreement between COUNTY and CONTRACTOR covering the Work. Also referred to as "Contract".

4. *Bonds.* Performance bond and payment bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the law of Florida.

5. *Change Order.* A written document which is signed by CONTRACTOR and COUNTY 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.

6. *Claim.* A demand or assertion by COUNTY or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

7. *Contract Documents.* The Contract Documents establish the rights and obligations of the parties and include the following: Agreement (including Exhibits), Work Order, entire bid package including Advertisement, all Addenda and Instructions to Bidders, CONTRACTOR'S completed Bid Form package, Notice of Award, Notice to Proceed, drawings, specifications, plans, data, studies, surveys, calculations, permit applications, estimates, photographs, reports, approved submittals, and other documents prepared by, through, or under CONTRACTOR that fix, depict and/or describe the size, quality and character of the Project, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work

Change Directives, Field Orders, and Architect/Engineer's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

8. *Contract Price.* The moneys paid to CONTRACTOR under Contract Documents.

9. *Contract Time.* The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Architect/Engineer's written recommendation of final payment.

10. *CONTRACTOR.* The individual or entity with whom COUNTY has entered into the Agreement.".

11. *Drawings.* That part of the Contract Documents prepared or approved by an Architect or Engineer which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

12. *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.

13. *Field Order.* A written order issued by Architect/Engineer's or COUNTY which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

14. *Final Completion or Final Acceptance.* The completion of all Work called for under the Contract Documents, including, but not limited to, satisfactory operation of all equipment (other than COUNTY supplied equipment or facilities or those installed by separate CONTRACTORS); correction of all punch list items to the satisfaction of COUNTY , payment of all trade CONTRACTORS, subcontractors, and materialmen; settlement of all claims, if any; payment and release of all mechanic's, materialmen's, and similar liens; delivery of all guarantees, equipment operation and maintenance manuals, as-built drawings, building certificates, electrical certificates, mechanical certificates, plumbing certificates, and all other required approvals and acceptances by any municipality within Martin County, Martin County itself, the State of Florida or other authorities or agencies having jurisdiction; and removal of all rubbish, tools, scaffolding, and surplus materials and equipment from the Work site.

15. *Notice to Proceed.* A written notice given by COUNTY to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

16. *Public Record.* All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business between the COUNTY and the CONTRACTOR.

17. *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.

18. *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.

19. *Specifications.* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

20. *Substantial Completion.* The stage in construction when the Work can be utilized for the purposes for which it was intended, as well as the satisfaction of the following requirements: (1) the items that affect operational integrity and function of the Project must be capable of continuous use; (2) all permits and other regulatory requirements must be satisfied; and (3) a Certificate of Occupancy must be issued where one is required. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

21. *Surety*. The corporate body that is responsible for the CONTRACTOR in connection with the Work as set forth in the Bonds and that is included in the most recent United States Department of the Treasury List of Acceptable Sureties and authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better or equivalent rating by a nationally recognized rating agency.

22. *Underground Facilities.* All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

23. *Work.* Services as defined in each individual Work Order to be paid for in accordance with the unit prices indicated in CONTRACTOR's bid.

23. *Work Order.* A formal document that is dated, serially numbered, and executed by both the COUNTY and the CONTRACTOR in response to COUNTY's request for proposal, by which COUNTY accepts CONTRACTOR's proposal for specific Services and CONTRACTOR indicates a willingness to perform such specific Services under the terms and conditions specified in this AGREEMENT.

ARTICLE 2
WORK/PRELIMINARY REQUIREMENTS

2.1 Work. CONTRACTOR agrees to furnish and complete all authorized and approved work, materials, supplies, tools, furnishings, fixtures, labor, services, equipment, construction management and contract administration services for site development, permitting, regulatory matters, testing, environmental mitigation, traffic, landscaping, accounting, coordination, and construction of the Project..

2.2 Commencement of Work and Notices to Proceed. The Date of Commencement of all Work shall be the date indicated in the Notice to Proceed and/or Work Order. Notice to Proceed as to each Work Order shall be issued by the Project Manager after the CONTRACTOR has delivered to the COUNTY the executed Work Order, the Bonds and Insurance Certificates in accordance with the Work Order and AGREEMENT, and the Board has approved this AGREEMENT. No Work shall be performed by the CONTRACTOR or its Professionals, subconsultants, or subcontractors, and no irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, CONTRACTOR may commence to perform Work.

2.3 Nothing contained in any Work Order shall conflict with the terms of this AGREEMENT, and the terms

of this AGREEMENT shall be deemed to be incorporated in each individual Work Order as if fully set forth therein. A Work Order shall contain the following:

a. A description of the specific Services to be performed, a schedule and amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs such as, labor rates by classification, hours for each classification, extended price, subcontracted labor (also broken out), material, other direct costs, overhead rate, indirect rate, and profit/fee. The sufficiency of such budget detail is subject to the approval of the COUNTY; and

b. Any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that do not conflict with the terms of this Agreement.

2.4 Preconstruction Conference(s). If required by the specific services outlined in the Work Order, the CONTRACTOR shall meet with the COUNTY for review and acceptance of the CONTRACTOR'S initial submittals, CPM Schedule, Final Schedule of Values, personnel and Subcontractor list, to review mobilization requirements, to establish procedures for handling shop drawings and other Submittals and Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.5 Assumption of Risks. CONTRACTOR shall become familiar with and prepare for the normal weather conditions existing in Martin County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. CONTRACTOR'S Contract Price and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include normal weather Days as reflected by 10-year average of historical records produced by the National Weather Service. Additionally, the CONTRACTOR assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the exercise of due diligence. Again, it shall be the obligation of CONTRACTOR to fully investigate the Site and provide sufficient contingency amounts for conditions which are foreseeable.

ARTICLE 3
CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of Work outlined in each individual Work Order issued in accordance with the Contract Documents, the fixed Contract Price outlined in each individual Work Order, based on the unit costs in the Bid. The obligations of the OWNER under this Agreement are subject to the availability of funds lawfully appropriated for the Project by the Board of County Commissioners of Martin County.

ARTICLE 4
CONTRACTOR RESPONSIBILITIES

4.1 CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, specifications set forth in each Work Order, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the

Specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

4.2 The CONTRACTOR shall give all notices and comply with all municipal, local, state and federal laws, ordinances, codes, rules, licenses, and regulations applicable to the Work. If the CONTRACTOR observes that any of the AGREEMENT is contradictory to such laws, rules, and regulations, it shall notify the Project Manager promptly in writing. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear all related costs.

4.3 CONTRACTOR understands and acknowledges that all documents and materials provided with the RFP and any addenda, are general and preliminary, and that CONTRACTOR shall not rely on the accuracy or completeness thereof. CONTRACTOR acknowledges that its duties hereunder shall not be excused or discharged in any respect based on the incompleteness or inaccuracy of any such documents or materials.

4.4 CONTRACTOR shall be responsible to the COUNTY for acts and omissions of CONTRACTOR and CONTRACTOR'S agents, employees, Professionals, subconsultants, subcontractors, and all other parties performing Work by, through and under CONTRACTOR.

4.5 CONTRACTOR shall be responsible for the management, coordination and supervision of all design, permitting, and construction means, methods, techniques, sequences and procedures for completion of the Work.

4.6 The CONTRACTOR agrees to bind specifically every Professional, subconsultant and subcontractor to the applicable terms and conditions of the AGREEMENT, for the benefit of the COUNTY.

4.7 CONTRACTOR represents that it is fully experienced and properly qualified to perform the Work under the Contract Documents and that it is properly licensed, equipped, organized and financed to perform such Work.

4.8 CONTRACTOR shall act as an independent CONTRACTOR and not as the agent of COUNTY. The CONTRACTOR shall supervise and direct the Work and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction subject to compliance with the Contract Documents.

4.9 The CONTRACTOR shall employ and maintain a full-time on-site Authorized Representative who shall have been designated in writing by the CONTRACTOR and pre-approved by the COUNTY. The Authorized Representative shall be dedicated to this the Project full time and shall have full authority to act on behalf of the CONTRACTOR. The Authorized Representative shall be capable of properly interpreting the Contract Documents and be thoroughly experienced in the type of work being performed. The Authorized Representative shall have full authority to receive instructions from the Engineer and to execute the orders or directions of the Engineer, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The Authorized Representative shall be provided regardless of the amount of work sublet. The Authorized Representative shall speak and understand English, and the CONTRACTOR shall maintain at least one other responsible person who speaks and understands English, on the project during all working hours. All communications given to the Authorized Representative shall be as binding as if given to the CONTRACTOR. Copies of written communications given to the Authorized Representative of the CONTRACTOR shall be mailed to the address set forth in the Agreement for notices. Nothing contained herein shall be construed as modifying the CONTRACTOR's duty of supervision and fiscal management as provided by Florida law. The COUNTY shall have the right of direct removal of any Authorized Representative of the CONTRACTOR. Any change in the Authorized Representative of the CONTRACTOR assigned to the Project shall be subject to the

COUNTY's prior written approval. The Authorized Representative shall have full authority to receive instructions from the Owner and/or Engineer, and to execute the orders or directions of the Owner and/or Engineer, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The Authorized Representative shall provide such superintendence regardless of the amount of work sublet.

4.10 The CONTRACTOR shall not employ any subcontractor or consultant against whom the COUNTY may have reasonable objection.

4.11 The CONTRACTOR represents to the COUNTY that the CONTRACTOR (and its officers, directors, partners or shareholders who holds ten (10%) percent or more of the outstanding stock of the CONTRACTOR), does not have any financial interest in or with (i.e. is not an officer, director, partner or ten percent plus shareholder) any person, entity, subcontractor, consultant, design professional, materialman, supplier, or any other subcontractor performing any Work or the Project. CONTRACTOR agrees to obtain prior written consent from the COUNTY before entering into any Contract on this Project in which it has a common financial interest.

4.12 The CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings on-site in good order and annotated to show all changes made during the construction process. Final acceptance of the Work will be withheld until all such modifications have been properly inserted electronically into the design documents (thus creating "As-Built Documents") and provided to the COUNTY, and the COUNTY approves those As-Built Documents.

4.13 The CONTRACTOR shall, at its expense, attend any and all meetings called by COUNTY to discuss the Work under the Contract.

4.14 CONTRACTOR shall deliver to the COUNTY both prior to commencing each Work Order and also at the completion of the Project and before receipt of Final Payment, a DVD video of the Project showing the site before Work is commenced, the site as it progresses on a monthly basis, and after Work has been completed for any vertical construction project valued over $200,000.00. CONTRACTOR shall identify on the DVD the station numbers as those areas of the Project are taped, as well as the date recorded. The cost of the recording is included in the bid submitted by the CONTRACTOR.

4.15 CONTRACTOR shall not establish and shall not allow its employees to engage in any commercial activities on the site of any Work Order.

4.16 The CONTRACTOR shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by CONTRACTOR at no additional cost to the COUNTY, and shall include, but not be limited to, the following: telephone service for the CONTRACTOR'S use; construction power as required at each point of construction; and water as required throughout the construction. Prior to final acceptance of the Work the CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The COUNTY will assume the utility costs directly related to its usage of areas in which it has taken Beneficial Occupancy.

4.17 Maintenance of Traffic. The CONTRACTOR shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of either the Florida Department of

Transportation, Martin County, or the local municipality, within their respective area of jurisdiction. It shall be the CONTRACTOR'S responsibility, as Bidder, prior to submitting its Bid, to determine the requirements of these agencies so that its Proposal reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour and protection. The CONTRACTOR shall notify all such agencies and the COUNTY 48 hours in advance of any traffic detour.

4.18 The CONTRACTOR is responsible for adequate drainage at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed.

4.19 Fire hydrant on or adjacent to the highway shall be kept accessible and no obstruction shall be placed within fifteen feet (15') of any hydrant.

4.20 Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

4.21 Where the COUNTY determines it to be necessary for maintaining the security of livestock or adjacent property or for protection of pedestrians, the CONTRACTOR shall erect and operate under temporary security fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

4.22 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of Work under this Agreement.

ARTICLE 5
PAYMENT

5.1 Schedule of Values. The CONTRACTOR's Unit Price Proposal for each Work Order shall serve as the schedule of values for basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the COUNTY. Progress payments on account of Work will be based on the number of units completed.

5.2 Progress Payments

A. Applications for Payments

1. All payments made to the CONTRACTOR, whether Partial or Final, shall be strictly in accordance with Section 218.70, Florida Statutes, addressing payment, retainage and punchlist procedures for the performance of public works projects to which the Project applies. CONTRACTOR is required to include Section 218.70, Florida Statutes, in all Subcontractor and vendor agreements. At least 25 business days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to COUNTY 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. Such supporting documents shall include but not be limited to releases from all parties who have served Notices to CONTRACTOR for the Project, a current release from CONTRACTOR releasing all claims, other than those previously submitted pursuant to Article 10 herein, through the date of the Application for Payment; and a monthly dated CPM schedule for Projects valued over $200,000.00. Submission of this

supporting documentation shall be a condition precedent to the CONTRACTOR'S entitlement to receive payment. 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 COUNTY 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 or other arrangements to protect COUNTY'S interest therein, all of which must be satisfactory to COUNTY.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR'S legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be 10% of the Contract Price for all projects valued at $200,000.00 or more, or as otherwise stipulated in the Work Order. Retainage will not be held for projects valued under $200,000.00. After 50% completion of the construction, the amount of retainage withheld from each subsequent progress payment shall be five (5%) percent. "Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of the Work items incorporated and which will remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of CONTRACTORS mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work do not apply to the determination of "Fifty Percent Completion" of the Work for purposes of establishing entitlement to a reduction of retainage.

B. Review of Applications

1. COUNTY will, within 10 business days after the date on which the Application for Payment is stamped as received by the COUNTY, either process the payment or return the Application to CONTRACTOR indicating in writing COUNTY'S reasons for refusing to recommend payment. COUNTY may reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as received by the COUNTY. The rejection must be in writing and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. The corrected payment requests or invoices must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

2. COUNTY and/or Architect/Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to COUNTY, based on COUNTY and/or Architect/Engineer's observations on the Site of the executed Work as an experienced and qualified professional and on COUNTY and/or ENGINEER'S review of the Application for Payment and the accompanying data and schedules, that to the best of COUNTY and/or Architect/Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. 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, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is Architect/Engineer's responsibility to observe the Work.

3. By recommending any such payment Architect/Engineer will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Architect/Engineer 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 COUNTY or entitle COUNTY to withhold payment to CONTRACTOR.

4. Neither COUNTY and/or Architect/Engineer's review of CONTRACTOR'S Work for the purposes of recommending payments nor Architect/Engineer's recommendation of any payment, including final payment, will impose responsibility on Architect/Engineer to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR'S failure to comply with Laws and Regulations applicable to CONTRACTOR'S performance of the Work. Additionally, said review or recommendation will not impose responsibility on Architect/Engineer to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to COUNTY free and clear of any Liens.

5. Architect/Engineer may refuse to recommend the whole or any part of any payment if, in Architect/Engineer's opinion, it would be incorrect to make the representations to COUNTY. Architect/Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Architect/Engineer's opinion to protect COUNTY from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. COUNTY has been required to correct defective Work or complete Work; or

C. Payment Becomes Due

1. If approved, payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

D. Reduction in Payment

1. COUNTY may refuse to make payment of the full amount recommended by Architect/Engineer because:

a. claims have been made against COUNTY on account of CONTRACTOR'S performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to COUNTY to secure the satisfaction and discharge of such Liens;

c. there are other items entitling COUNTY to a set-off against the amount recommended.

d. if the Work is defective, or completed Work has been damaged requiring correction or replacement;

2. if the Work for which payment is requested cannot be verified;

3. because of the failure of CONTRACTOR to make proper payments to Subcontractor for labor, materials or equipment in connection with the Work;

4 if the Contract Price has been reduced because of Modifications or there is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

5. if the COUNTY has been required to correct defective Work or complete the Work in accordance with the Contract Documents;

6. because of the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents, or otherwise unsatisfactory prosecution of the Work;

7. because of any other breach of, default under or violation of, or failure to comply with, the provisions of the Contract Documents.

8. If COUNTY refuses to make payment of the full amount recommended by Architect/Engineer, COUNTY must give CONTRACTOR written notice (with a copy to Architect/Engineer) within 10 business days stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. COUNTY shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by COUNTY and CONTRACTOR, when CONTRACTOR corrects to COUNTY'S satisfaction the reasons for such action.

5.3 CONTRACTOR'S Warranty of Title. The CONTRACTOR warrants and guarantees that title to all Work covered by an Application for Payment, whether incorporated in the Work or not, shall pass to the COUNTY prior to the making of the Application for Payment, free and clear of all liens, claims, security interests, purchase money security interest, chattel paper or encumbrances of any nature whatsoever ("Liens").

5.4 The CONTRACTOR shall promptly pay all Subcontractors, laborers, materialmen, and suppliers upon receipt of payment from the COUNTY, out of the amount paid to the CONTRACTOR on account of such person's portion of the Work, the amount to which such person is entitled, reflecting percentages actually retained from payments to the CONTRACTOR on account of such person's portion of the Work. The CONTRACTOR shall, by appropriate agreement with each Subcontractor or other person, require each subcontractor or other person to make payments to Sub-subcontractors in similar manner.

5.5 A Certificate of Payment, a progress payment, or partial or entire use of the Project by the COUNTY shall not constitute acceptance of Work not in accordance with the Contract Documents.

5.6 In accordance with the provisions of Section 255.05, Florida Statutes, where the CONTRACTOR requires a waiver from laborers, materialmen, subcontractors, or sub-subcontractors (as each such term is defined by Section 713.01, Florida Statutes) of the right to make a claim against the Payment Bond in exchange for, or to induce payment of, a progress payment or a final payment; such waivers shall comply with the form set forth in 255.05, Florida Statutes as amended from time to time. Written consent from the surety in a form acceptable to the County regarding the project or payment may be given in lieu of waivers.

5.7 If one or more "Notice of Non-Payment" is received by the COUNTY, no further payments will be approved until non-payment(s) have been satisfied and a "Release of Claim" for each "Notice" has been submitted to the COUNTY. Upon request, CONTRACTOR shall furnish acceptable evidence that all such claims or liens have been satisfied. If CONTRACTOR fails to satisfy the nonpayment, COUNTY may make payment and back charge CONTRACTOR for any and all costs associated with such payment.

5.8 Progress. If at any time during the progress of Work, CONTRACTOR'S actual progress is inadequate to meet the requirements of the Contract, COUNTY may, but is not required to, notify CONTRACTOR to implement some or all of the following remedial actions at the sole cost and expense of CONTRACTOR:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the schedule progress deficiency;

2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the schedule progress deficiency;

3. Reschedule the Work in conformance with the specification requirements.

5.9 Neither such notice by COUNTY nor COUNTY'S failure to issue such notice shall relieve CONTRACTOR of its obligation to achieve the quality of Work and rate of progress required by the Contract.

ARTICLE 6
TIME OF PERFORMANCE

6.1 Time is of the essence for each Work Order issued under this Agreement.

6.1.1 Substantial Completion

The following items, as applicable, shall be completed prior to an inspection for Substantial Completion:

1. All general construction completed and the project components shall be clean, and all systems fully functional.

2. All mechanical and electrical Work substantially complete, fixtures in place, connected, cleaned and usable.

3. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.

4. All painting shall be completed; all signs installed.

5. All floors, glass and metal Work shall be cleaned.

6. All finish hardware shall be installed, and all doors shall be in good Working order.

7. Project site shall be cleared of the CONTRACTOR'S excess equipment, temporary facilities, trailers, and/or building supplies. All temporary construction shall be removed, and all Sitework completed.

8. All operations and maintenance manuals for all equipment shall have been submitted.

9. Manufacturers certifications and warranties shall be delivered to COUNTY.

10. All operations and maintenance training related literature, software and back-up disks have been provided.

11. All required spare parts, materials, as well as any special measuring devices and tools shall have been provided to COUNTY.

12. All air and water balancing reports shall have been submitted.

13. All keys and blanks shall have been provided.

6.1.2 When CONTRACTOR considers the entire Work Order ready for its intended use CONTRACTOR shall notify COUNTY in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Architect/Engineer issue a certificate of Substantial Completion. Promptly thereafter, COUNTY and CONTRACTOR, and Architect/Engineer shall make an inspection of the Work to determine the status of completion. For the purpose of this Contract, and for the compliance of those procedures, duties and obligations as set forth in Section 218.70 and Section 218.735, Florida Statutes the term "Substantial Completion" is defined as that point where COUNTY is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that COUNTY is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life, safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibits. If COUNTY and Architect/Engineer do not consider the Work substantially complete, Architect/Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Architect/Engineer considers the Work substantially complete, Architect/Engineer will prepare and deliver to COUNTY a tentative

certificate of Substantial Completion which shall fix the date of Substantial Completion. If Architect/Engineer considers the Work substantially complete, then, for construction projects having an estimated cost of less than 10 million dollars:

In addition to Section 218.735, Florida Statutes, punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

A. The intent of this section is for the COUNTY and the CONTRACTOR to cooperate to develop a Final Punchlist no later than 30 (thirty) days from the date of reaching Substantial Completion.
B. Within 5 (five) days of Substantial Completion of the Project, the CONTRACTOR shall schedule a walkthrough with the COUNTY ("Punchlist Walkthrough"). The purpose of the Punchlist Walkthrough is to determine that the project has achieved Substantial Completion, and if so, to develop a Punchlist of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and the COUNTY during the Punchlist Walkthrough. The COUNTY shall issue the Final Punchlist within 30 (thirty) days of the Substantial Completion date.
C. The CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Punchlist either during the Punchlist Walkthrough itself or within 25 (twenty five) days from the date of the Punchlist Walkthrough.
D. No more than 20 (twenty) days following the issuance of the Final Punchlist, the CONTRACTOR shall again initiate and request a second walkthrough ("Final Walkthrough") of the Project with the COUNTY. The purpose of the Final Walkthrough is to identify which items on the Punchlist remain incomplete and to supplement that list as legally necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR's performance of completion of items contained on the Punchlist.
E. The CONTRACTOR shall complete the Final Punchlist items within 30 (thirty) days of the date of its issuance by the COUNTY.
F. In no event may the CONTRACTOR request payment of final retainage under §218.735(7)(e), Florida Statutes, until the CONTRACTOR considers the Final Punchlist to be 100% (one hundred percent) complete.
G. The CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as: (i) the Final Punchlist is 100% (one hundred percent) complete; and (ii) the COUNTY has been able to operate or utilize the affected punchlist item for 15 (fifteen) days, whichever occurs last.
H. The CONTRACTOR acknowledges and agrees that the COUNTY may, at their option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such lists prior to Substantial Completion is to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by the COUNTY during performance of the Work.
I. The CONTRACTOR acknowledges and agrees that in calculating 150% (one hundred fifty percent) of the amount which may be withheld by the COUNTY as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by §218.735(7)(e), Florida Statutes, the COUNTY may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such the Work activity, but rather total costs are based upon the cost of completing the Work activity based upon market conditions at the time of Final Punchlist completion.

6.1.3 If Substantial Completion has not been obtained at the Punchlist Walkthrough inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the time-frame established.

6.1.4 COUNTY shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

6.2 Partial Utilization

A. Use by COUNTY at COUNTY'S option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which COUNTY, Architect/Engineer, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by COUNTY 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 conditions.

1. COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any such part of the Work which COUNTY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to COUNTY and Architect/Engineer that such part of the Work is substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and Architect/Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, COUNTY, CONTRACTOR, and Architect/Engineer shall make an inspection of that part of the Work to determine its status of completion. If Architect/Engineer does not consider that part of the Work to be substantially complete, Architect/Engineer will notify COUNTY and CONTRACTOR in writing giving the reasons therefore.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with this Agreement regarding property insurance.

6.3 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Architect/Engineer will promptly make a final inspection with COUNTY 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.

6.4 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of Architect/Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments and §218.70 et. seq., Fla.Stat.

2. 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 insurance required (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to COUNTY) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens and as approved by COUNTY, CONTRACTOR may furnish receipts 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 COUNTY or COUNTY'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 COUNTY to indemnify COUNTY against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of Architect/Engineer's observation of the Work during construction and final inspection, and Architect/Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Architect/Engineer is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, Architect/Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Architect/Engineer's recommendation of payment and present the Application for Payment to COUNTY for payment. At the same time Architect/Engineer will also give written notice to COUNTY and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, Architect/Engineer will return the Application for Payment 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 for Payment.

C. Payment Becomes Due

1. Upon completion of all items on the punchlist, final payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the COUNTY may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

6.5 If Substantial Completion is not obtained at the inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the time-frame established.

ARTICLE 7
LIQUIDATED DAMAGES

7.1 Milestones, milestone completion dates and applicable liquidated damages shall be in accordance with the Work Order.

7.2 If the milestones are not strictly complied with, then Liquidated damages will be assessed against the CONTRACTOR, which are agreed upon in the Work Order, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by COUNTY, and are not a penalty.

ARTICLE 8
CLAIMS FOR ADDITIONAL TIME

8.1 If the CONTRACTOR'S performance of this Contract is delayed: i) which delay is beyond the reasonable control and without the fault or negligence of the CONTRACTOR or its subcontractors; or ii) by changes ordered in the Work, and in either event where such delay or change in the Work affects the critical path, then the Contract Time shall be extended by Change Order as determined by the COUNTY . If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, CONTRACTOR shall provide COUNTY a written notice of claim upon discovering the cause of the alleged delay. Such notice of claim shall include the following information, or else be waived:

1. Nature of the delay or change in the Work;

2. Dates of commencement and cessation of the delay or change in the Work;

3. Activities on the current progress schedule affected by the delay or change in the Work;

4. Identification and demonstration that the delay or change in Work affects the critical path;

5. Identification of the source of delay or change in the Work;

6. Anticipated extent of the delay or change in the Work; and

7. Recommended action to minimize the delay.

8.2 The CONTRACTOR shall not be entitled to any extension of time for delays resulting from any cause unless CONTRACTOR shall have notified the COUNTY in writing within seven (7) calendar days of commencement of the delay.

8.3 No Damages for Delay; Exclusive Remedy. The CONTRACTOR shall not be entitled to and hereby waive any and all claims for damages which they may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing or passive interference by the COUNTY , Architect, Architect/Engineer, or its agents, and waives damages which it may suffer by reason of such claims for lost profits, loss or impairment of bonding capacity, destruction of business, extended overhead, supervision, extended, unabsorbed home office overhead; the extension of time granted herein being the CONTRACTOR'S sole remedy, with the exception that in the event of demonstrated critical, compensable, non-concurrent delay suffered by the CONTRACTOR, the CONTRACTOR may claim as its sole and exclusive remedy any associated, extended direct jobsite general conditions expended by the CONTRACTOR (hereinafter "applicable extended general conditions") in a sum not to exceed $250.00 per each day of delay. Apart from extensions of time or acceleration costs approved by COUNTY and any applicable extended general conditions, no payment of claim for delay damages shall be made to the CONTRACTOR as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay be avoidable or unavoidable. Notwithstanding anything herein to the contrary, provided CONTRACTOR have otherwise satisfied the requirements of this Contract, the CONTRACTOR shall be entitled to an increase in the Contract sum based upon approved general condition, insurance, and bond premium costs resulting from delays for which the Architect/Engineer has approved by Change Order. an extension of time for performance; provided, however, COUNTY shall not be required to pay such additional amounts for any days following the date on which CONTRACTOR achieves Final Completion for the appropriate portion of the Work.

ARTICLE 9
SITE CONDITIONS

9.1 Field Measurements. Before undertaking each part of the construction, 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 the COUNTY any conflict, error or discrepancy which CONTRACTOR or any of its Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from COUNTY before proceeding with any Work affected. CONTRACTOR shall remain liable to COUNTY for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents prepared by CONTRACTOR.

9.2 Differing Site Conditions. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the COUNTY in writing of: (l) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract. The COUNTY will promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. CONTRACTOR'S failure to

provide notice upon discovery of the differing site condition shall waive any entitlement to such an adjustment in the Contract Price or Contract Time.

ARTICLE 10
INDEMNIFICATION

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the CONTRACTOR, its SUBCONTRACTS, CONSULTANTS or SUPPLIERS or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Contract, or in preparation for the work and services under this Contract, or any extension, modification, or amendment thereto by change order to otherwise.

CONTRACTOR hereby agrees to indemnify and hold harmless MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, its officers and employees from liabilities, damages, lawsuits, 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 or persons employed or utilized by the CONTRACTOR in the performance of the Construction Contract.

ARTICLE 11
TERMINATION

11.1 Notwithstanding any other provision of this Contract, the CONTRACTOR may be held in default of its contractual obligation under this Contract if the CONTRACTOR:

1. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;

2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors;

3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

4. performs Work that does not conform to Work Order requirements;

5. fails to meet the Work Order schedule or fails to make progress on the Work so as to endanger performance of the Work Order;

6. abandons or refuses to proceed with any or all Work; or

7. otherwise breaches, fails to comply fully with, or is in default of any provision of the Contract Documents or Work Order.

11.2 The COUNTY must provide written notice to the CONTRACTOR notifying it that the COUNTY is declaring it in default and providing the CONTRACTOR with three (3) business days after receipt of such written notice of default, to cure such default. In the event that the CONTRACTOR fails to cure the default within the three (3) day default period, the COUNTY may:

1. take possession of the Work site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;

2. accept assignment of subcontracts pursuant to this Agreement; and

3. finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

4. terminate the CONTRACTOR and hire a completion CONTRACTOR to finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs, including costs for construction, architectural, engineering, project management, and any other expenses, against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

5. set off any and all such completion costs against any monies then due or to become due on any other projects that the COUNTY has with CONTRACTOR.

11.3 Upon default, CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

11.4 If, after notice of termination, it is determined for any reason that the CONTRACTOR was not in default, or that the delay was excusable under the provisions of the Contract Documents, the rights and obligations of the parties shall be the same as if the notice of termination had been a Termination by the COUNTY for Convenience.

11.5 Pursuant to Section 287.135, F.S., the COUNTY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification per Section 4.22 of this Agreement; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

11.6 Termination by the COUNTY for Convenience. Notwithstanding any other provision to the contrary in the Contract Documents, the COUNTY reserves the right at any time and in its sole and absolute discretion to terminate the services of the CONTRACTOR with respect to the Work by giving written notice to the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to, and the COUNTY shall reimburse the CONTRACTOR for, an equitable portion of the Contract Price based on the portion of the Work completed prior to the effective date of termination and for any other reasonably expended costs attributable to such termination. However, CONTRACTOR shall not be entitled to receive its anticipated profits for any unperformed Work.

11.7 Should the CONTRACTOR'S Contract be terminated for any reason, the CONTRACTOR shall, at no additional cost to the COUNTY , give written permission to the COUNTY to utilize all design documents necessary for the purpose of completing the Project with another CONTRACTOR.

ARTICLE 12
SUSPENSION OF WORK

The COUNTY may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the COUNTY may determine.

ARTICLE 13
CHANGES IN THE WORK

13.1 The COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work. Upon request of the COUNTY, a request for proposal will be issued to the CONTRACTOR detailing the proposed additions, deletions or revisions to the Work. The request for proposal shall include such details as man-hours, man-hour rates, quantities, quantity unit rates, equipment, equipment unit rates and mark-ups. The CONTRACTOR shall complete and return the request for proposal to the COUNTY within ten (10) calendar days from receipt thereof. The request for proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the request for proposal. The request for proposal may then be: 1) issued as a Change Order in accordance with the provisions of the Contract Documents; 2) modified and thereafter issued as a Change Order in accordance with the provisions of the Contract Documents; or 3) withdrawn.

13.2 The COUNTY may authorize minor changes or alterations in the Work not involving extra cost or time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the COUNTY entitles it to an increase in the Contract Price or extension of Contract Time, it shall treat the Field Order as a request for proposal and issue a proposal for the changes in Contract Price and Contract Time prior to proceeding with the Work covered in the Field Order. The procedures outlined in the Contract Documents shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall constitute acknowledgment by the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.

13.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time.

13.4 It is the CONTRACTOR'S responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the COUNTY.

13.5 The COUNTY may, at any time, without notice to the Surety, by Field Order or by properly executed Change Order, make any change in the Work within the general scope of the Contract Documents, including but not limited to changes:

A. in the Drawings and designs, and Specifications;
B. in the method or manner of performance of the Work;
C. in the COUNTY -furnished facilities, equipment, materials, services or site; or
D. directing acceleration in the performance of the Work.

13.6 Except as herein provided, no order, statement, or conduct of the COUNTY shall be treated as a Change Order or Field Order or entitle the CONTRACTOR to an equitable adjustment hereunder.

13.7 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

13.8 The value of any additional Work or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways at the sole discretion of the COUNTY:

A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;

B. by negotiated lump sum; or

C. cost plus. If this option is selected, COUNTY reserves the right to request any and all documentation from CONTRACTOR in support of its foregoing actual costs, and CONTRACTOR agrees promptly to supply such information.

13.9 For changes in the Work performed by CONTRACTOR's own forces, CONTRACTOR shall be entitled to a percentage mark-up for actual costs as defined in Section 1 of ten (10) percent.

13.10 For changes in the Work performed by subcontractors, (a) the subcontractor shall be entitled to mark-up the cost of the change(s) by ten (10) percent, and (b) the CONTRACTOR shall be entitled to mark-up the subcontractor's total by five (5) percent. The foregoing shall be the maximum amount allowable for subcontractor's and CONTRACTORs actual costs as defined in Section 1.

ARTICLE 14
MATERIALS, EQUIPMENT AND WORKMANSHIP; SUBSTITUTIONS

14.1 Only new, unused items of recent manufacture, of designated quality, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by COUNTY to order removal of rejected materials and equipment shall not relieve CONTRACTOR from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.

14.2 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications will be acceptable regardless of COUNTY'S failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the WORK meeting applicable code requirements relieve CONTRACTOR from responsibility for the quality and securing progress of Work as required by the Contract Documents.

14.3 Prior to proposing any substitute item, CONTRACTOR shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in COUNTY'S interest, and will in no way have a detrimental effect upon the Project completion date and schedule.

14.3.1 The burden of proof of equality of a proposed substitution for a specified item shall be upon CONTRACTOR. CONTRACTOR shall support its request with sufficient test data and other means to permit COUNTY to make a fair and equitable decision on the merits of the proposal. CONTRACTOR shall submit drawings, samples, data and certificates and additional information as may be required by the COUNTY for proposed substitute items as required by the Contract Documents.

14.3.2 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. COUNTY will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

14.3.3 CONTRACTOR shall allow an additional 15 calendar days for COUNTY'S review of substitutions. All requests for substitutions with submittal data must be made at least fifty (50) calendar days prior to the time CONTRACTOR must order, purchase or release for manufacture or fabrication. Approval of a substitution shall not relieve CONTRACTOR from responsibility for compliance with all requirements of the Contract. CONTRACTOR shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

14.3.4 If COUNTY rejects CONTRACTOR'S substitute item on the first submittal, CONTRACTOR may make only one additional request for substitution in the same category. Upon the second request, the CONTRACTOR shall be invoiced the expenses of the COUNTY allocable to the review of such submittal data. The foregoing amounts shall be deducted, as applicable, from the next succeeding partial payment to the CONTRACTOR, or from the final payment.

ARTICLE 15
COMPLIANCE

15.1 All work, labor, materials and equipment provided under each Work order shall be performed in strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. CONTRACTOR must satisfy itself that the Plans, Drawings and Specifications in fact comply with all applicable codes. CONTRACTOR shall notify COUNTY prior to commencement of Work of any requirement of the plans and specifications not in strict compliance with such codes. There will be no extra payment for compliance to existing codes or any item of interpretation regarding enforcement of existing codes. CONTRACTOR is representing by acceptance of this Agreement that it has thoroughly researched all applicable codes and regulations affecting this Project.

15.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, CONTRACTOR shall immediately notify COUNTY in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by COUNTY as to the effect of such changes, an adjustment in the Contract Price and/or time of performance will be made. If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, CONTRACTOR shall immediately report the same in writing to COUNTY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

15.3 CONTRACTOR shall give all notices and at all times comply with all applicable laws, codes, ordinances, rules and regulations in effect during the time of performance of the Work.

15.4 CONTRACTOR shall deliver a product which will meet or exceed the Design Criteria package standards, provide a complete and functional facility including but not limited to all necessary interfaces between this facility and adjacent existing facilities, and/or anticipated future facilities. All built-in equipment,

systems, controls, devices and finishes necessary for the efficient use and maintenance of the facility and its related site work, except as otherwise noted and/or clarified herein, shall be included in the Work.

ARTICLE 16
NON-DISCRIMINATION

CONTRACTOR covenants and agrees that the CONTRACTOR shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with the respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, physical handicaps (except where based on a bona fide occupational qualification) marital status, race, color, religion, national origin or ancestry.

ARTICLE 17
DEFECTIVE WORK

17.1 Rejecting Defective Work. The COUNTY shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). Such parties shall also have authority to require special inspection or testing of the Work as such parties may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

17.2 Correction of Defective Work. Upon presentation of a Defective Work Notice to the CONTRACTOR or CONTRACTOR'S Authorized Representative, the CONTRACTOR shall meet within twenty-four (24) hours with the COUNTY, and, at the sole option of COUNTY, the COUNTY'S representative, to discuss a work plan and time-line to correct the defective Work. The CONTRACTOR shall have no more than five (5) working days to begin corrective action and repairs in accordance with the agreed upon schedule; provided, however, all repairs to natural gas, telephone, radio, computer security, water, waste water, electric air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and CONTRACTOR shall complete the repairs in an expeditious manner befitting the nature of the deficiency. If the CONTRACTOR refuses to comply with the twenty four (24) hour meeting requirement, or the agreed upon correction schedule, the COUNTY has the right to do any of the following: (1) correct any Work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or (2) hold back final payment due CONTRACTOR until such time as the Work is completed to the satisfaction of the COUNTY and in compliance with the Contract Documents. The COUNTY shall have the sole discretion to determine if the Work is satisfactory and in compliance with Contract Documents. The foregoing remedies are not exclusive and the COUNTY reserves the right to pursue any and all other remedies it deems applicable.

ARTICLE 18
BONDS AND INSURANCE

18.1 Payment and Performance Bonds. The CONTRACTOR shall, upon execution and return of this Agreement to the COUNTY, furnish a Public Payment Bond and a Performance Bond, and record that Bond with the Clerk of the Circuit Court's office, pursuant to Section 255.05, Florida Statutes, in at least an amount equal to the Contract Price for any Work Order valued at $200,000.00 or greater, covering the faithful

performance of this Agreement and all CONTRACTOR'S faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. The Surety must be included in the most recent United States Department of the Treasury List of Acceptable Sureties, authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better. A complete copy of the fully executed Payment Bond shall be posted in a conspicuous place at the Project site. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its authorization to do business in the State of Florida is terminated or it ceases to be listed on the United States Department of Treasury List of Acceptable Sureties, or its surety rating ceases to be an "A-" or better, CONTRACTOR shall within five (5) days thereafter substitute another Payment Bond, Performance Bond, and Surety, each of which shall be in accordance with the Contract Documents and acceptable to COUNTY . An action to enforce any claim against a payment bond must be brought within one year from the last furnishing of labor, services, or materials, or as otherwise stated in Section 95.11, Florida Statutes. An action to enforce any claim against a performance bond must be brought within five years in accordance with Section 95.11, Florida Statutes, and applicable case law.

18.2 Insurance

18.2.1. Certificate of Insurance (COI). One (1) certified true copy of the COI must be furnished by CONTRACTOR to COUNTY prior to commencement of any Work Order including demolition, site work, site preparation or construction Work. The COI must indicate Martin County Board of County Commissioners as additional insureds on all policies, as allowed by law. The statement "Additional Insureds" is to be listed in the Description Block of the Insurance Certificate. The indication that Martin County Board of County Commissioners is a Certificate Holder is not sufficient for this issue. The insurance certificate must indicate the Project name and all other requirements set forth in Section 18.

18.2.2. General Insurance Requirements

a. CONTRACTOR and, where designated, each of its subconsultants, Professionals, and subcontractors shall obtain and maintain during the full duration of Work required under this AGREEMENT, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following minimum requirements.

b. All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the COUNTY.

c. The policy(s) shall provide for 30 Days prior written notice to the COUNTY, by registered or certified mail, if cancellation or any change that will reduce the coverages required herein.

d. The policy(s) shall be written for the estimated construction Work, commencing with the initial demolition, Site Work and/or Site preparation and ending at the Final Completion date, and shall contain an endorsement providing for extension of the policy(s) for up to two (2) years. The Products and Completed Operations portions of the General Liability shall extend for a period of two years after the Final Acceptance of the Project by the COUNTY .

e. All liability polices required herein shall be written on an occurrence basis.

f. The policies shall name the COUNTY , its commissioners and staff as additional insureds as their interest may appear under this Agreement.

g. All insurers shall agree to waive all rights of subrogation against the COUNTY and each individual member of the Board of County Commissioners, Constitutional Officers or staff.

18.2.3. Premiums. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

18.2.4. Specific Insurance Limits are as follows:

a. Workers' Compensation - The CONTRACTOR shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Section 440, Florida Statutes and Employers Liability of limits no less than:

$500,000	each accident
$500,000	disease - policy limit
$500,000	each employee

b. Commercial General Liability - including but not limited to bodily injury, $2,000,000 per location aggregate covering all Work performed under this Agreement. The insurance shall include all major divisions of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), COUNTY's and CONTRACTORS Protective, Products and Completed Operations.

c. Automobile Liability - including bodily injury and property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than Agreement.

d. Umbrella Liability - to include the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than $1,000,000.

e. Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a contract modification. However, if hazardous materials are identified while carrying out this Agreement, no further Work is to be performed in the area of the hazardous material until the COUNTY has been consulted as to the need to procure and maintain such coverage.

g. Property Insurance/Builders Risk (if applicable) – CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).

This insurance shall:

1. include the interests of COUNTY, CONTRACTOR, subcontractors, Architect/Engineer, Architect/Engineer's consultants, and the officers, directors, partners, employees, agents, and other

consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by COUNTY prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Architect/Engineer;

5. allow for partial utilization of the Work by COUNTY ;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by COUNTY, CONTRACTOR, and Architect/Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

8. The COUNTY and CONTRACTOR waive all rights against each other and any of their subcontractors, agents and employees and the Architect/Engineer, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to Work, except as to proceeds of such insurance held by CONTRACTOR as fiduciary.

18.2.5 Waiver of Subrogation. CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 19
PERFORMANCE GUARANTEE AND WARRANTY

19.1 All materials and equipment incorporated into any Work Order shall be warranteed and guaranteed as new quality, and of the highest grade of quality for their intended use, and all Work shall be performed in good workmanship and shall be in accordance with all plans and specifications and industry standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, shall exhibit high quality architectural principles, and shall be in compliance with all governing laws, regulations, applicable building codes, hurricane design, and applicable Florida Building Code. CONTRACTOR warrants all Work against defects for a period of one year (unless longer guarantees or warranties are provided for elsewhere in the

Contract or at law in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by CONTRACTOR or any of its subcontractors.

19.2 CONTRACTOR shall repair or replace the defective Work and cure such defect within 48 hours of receipt of written notice. CONTRACTOR warrants such repaired or replaced Work for a period of one (1) year from the completion of the warranty work or the warranty period specified, whichever is longer. Should CONTRACTOR fail to timely cure such defects, COUNTY may proceed to performed the work at CONTRACTOR'S expense and may backcharge CONTRACTOR for all costs associated with the work.

19.3 CONTRACTOR agrees to require that all of its subcontractors, suppliers and materialmen provide warranties in their agreements at least sufficient to satisfy CONTRACTOR'S obligations in this Agreement; and CONTRACTOR shall assign all such warranties to the COUNTY as a condition precedent to the receipt of final payment. CONTRACTOR agrees to defend and indemnify COUNTY against all fees and costs should CONTRACTOR fail to obtain the warranty protections required herein.

19.4 For all equipment that has a manufacturer's warranty, the CONTRACTOR shall assign such warranty to the COUNTY. The manufacturer's warranty period shall be concurrent with the CONTRACTOR'S warranty to the COUNTY. In the event that the equipment manufacturer or supplier is unwilling to provide such a warranty, the CONTRACTOR shall obtain a 2-year equipment warranty commencing at the time of acceptance of the equipment by the COUNTY.

ARTICLE 20
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

20.1 Documents and Samples at the Site. From and after commencement of the Construction Work, the CONTRACTOR shall maintain at the site one record copy of the Construction Documents, and any and all amendments thereto, in good order and marked to record changes and selections made during the Design Phase and Construction Phase. In addition, the CONTRACTOR shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to COUNTY upon completion of the Work.

20.2 Shop Drawings, Product Data and Samples.

20.3 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the CONTRACTOR proposes to conform the construction to the Contract Documents.

20.4 The CONTRACTOR shall review and take appropriate action upon Shop Drawings, Product Data, Samples and similar submittals. Design Criteria Professional shall review Shop Drawings, Product Data, Samples and similar submittals for compliance with the Design Criteria Documents and shall provide comments, if any, within fifteen (15) days of receiving such documents.

20.5 Responsibility. The CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by COUNTY'S approval of Shop Drawings, Product Data, Samples or similar submittals unless the CONTRACTOR has specifically informed COUNTY of such deviation at the time of the submittal and COUNTY has given written approval to the specific deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by COUNTY'S approval thereof.

ARTICLE 21
SAFETY

21.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the COUNTY and Users who may be affected thereby. The CONTRACTOR shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the COUNTY for review. The COUNTY may, but shall not be obligated to, make suggestions and recommendations to the CONTRACTOR with respect thereto.

21.2 All Work, whether performed by the CONTRACTOR, its subcontractor or sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

1. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970 and the Trench Safety Act, as amended and all state, Martin County and, where the Project is located in a municipality, municipal, rules and regulations now or hereinafter in effect; and

2. all codes, rules, regulations and requirements of the COUNTY and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

21.3 Should the CONTRACTOR fail to provide a safe area for the performance of the Work or any portion thereof, the COUNTY shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the CONTRACTOR.

21.4 The CONTRACTOR shall provide, or cause to be provided, to each worker on the Work site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Work site who fails or refuses to use the same. The COUNTY shall have the right, but not the obligation, to order the CONTRACTOR to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the CONTRACTOR shall promptly comply.

21.5 Emergencies. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in the Contract Documents.

ARTICLE 22
PROTECTION OF WORK AND PROPERTY

22.1 CONTRACTOR shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the COUNTY and third parties from loss or damage from whatever cause arising out of

the performance of the Contract and shall comply with the requirements of the COUNTY and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. COUNTY, its insurance carriers, or representatives may, but shall not be required to, make periodic patrols of the Work site as a part of its normal safety, loss control and security programs. In such event, however, the CONTRACTOR shall not be relieved of its aforesaid responsibilities and the COUNTY shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR by this Contract.

22.2 Before the CONTRACTOR disposes of any existing improvements or equipment which are to be removed as a portion of the Work, and for which disposition is not specifically provided for elsewhere in the Contract Documents, CONTRACTOR shall contact the COUNTY and determine if the removal items are to be salvaged. Items to be salvaged by the COUNTY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the COUNTY. Equipment and materials which will not be salvaged by the COUNTY shall become the property of the CONTRACTOR to be removed from the site and disposed of in an acceptable manner. To the extent CONTRACTOR intends to temporarily store materials at a site near or adjacent to the Project site prior to ultimate removal or disposal, CONTRACTOR must first obtain written authorization from the COUNTY, as well as, the property owner.

22.3 Preservation of Trees. Those trees which are designated on the Drawings for preservation shall be carefully protected from damage. The CONTRACTOR shall erect and maintain such protections such as barricades, guards, and enclosures as is necessary for the protection of the trees during all construction operations. CONTRACTOR shall replace any and all trees damaged during construction activities (other than trees specified to be removed) at no expense to the COUNTY.

22.4 Preservation of Private Property. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping that must be removed shall be replaced and replanted to restore the construction easement to the condition existing prior to construction. All soil preparation procedures and replanting operations shall be under the supervision of a nurseryman experienced in such operations. Any vegetation requiring relocation, temporary or otherwise, which is damaged or destroyed, shall be replaced at no cost to the COUNTY. CONTRACTOR shall replace any and all such vegetation damaged during construction activities (other than vegetation specified to be removed) at no expense to the COUNTY.

22.5 Until final acceptance of the Work by the COUNTY pursuant to this Contract, the CONTRACTOR shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including COUNTY - furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

22.6 Manholes, fire alarms, etc., shall not be obstructed by CONTRACTOR. CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written approval from the appropriate governmental entity.

ARTICLE 23
UTILITY COORDINATION

23.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling

roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR shall be solely responsible for coordinating their relocation. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of its Work, shall permit entrance of such parties on the Work site in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work. The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

23.2 At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

ARTICLE 24
HAZARDOUS MATERIALS

CONTRACTOR shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The CONTRACTOR will notify the COUNTY immediately if explosive or hazardous materials are encountered on the Project site. Transporting explosive or hazardous materials onto the site will require prior written approval from the COUNTY. CONTRACTOR shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work. In the event that hazardous material is improperly handled or stored by the CONTRACTOR, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, CONTRACTOR shall immediately notify the COUNTY and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the CONTRACTOR'S sole cost and expense.

ARTICLE 25
AUDIT

The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives shall have access to and the right to examine any and all books, documents, papers, and records of the CONTRACTOR, and may at its option conduct an audit of the CONTRACTOR'S financial books and records concerning this Project. The CONTRACTOR agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination to constitute non-allowable costs under this Agreement. The CONTRACTOR shall promptly refund by check payable to the COUNTY the amount of such reduction of payments. All required records shall be maintained until the later of an audit is completed and all questions arising therefore are resolved, or six (6) years after completion of the Work and issuance of the final completion certificate.

ARTICLE 26
PUBLIC RECORDS

26.1 The CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

26.1.1 Keep and maintain public records required by the County to perform the Agreement.
26.1.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
26.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.
26.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, 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 Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

26.2 **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 (772) 419-6959, public_records@martin.fl.us, 2401 SE Monterey Road, Stuart, FL 34996.**

26.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

ARTICLE 27
ASSIGNMENT

27.1 CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the COUNTY and SURETIES.

27.2 If for any reason the COUNTY terminates its agreement with the CONTRACTOR, the CONTRACTOR hereby assigns this Agreement to the COUNTY. CONTRACTOR shall include in each of its subcontracts language that requires its Subcontractors to agree to such assignment and to perform their responsibilities and to fully complete the work required by this Contract directly for the COUNTY.

ARTICLE 28
ATTORNEY'S FEES AND COSTS

28.1 In the event the CONTRACTOR defaults in the performance of any of the terms, covenants and conditions of this Agreement, the CONTRACTOR agrees to pay all damages and costs incurred by the COUNTY in the enforcement of this Agreement, including reasonable attorney's fees, expert fees, court costs and all expenses, even if not taxable as court costs, including, at the State Court, Appellate Court and in Bankruptcy Proceedings.

28.2 In cases other than outlined in Section 28.1, the parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

ARTICLE 29
NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the COUNTY and CONTRACTOR at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by 30 day prior written notice to the other party given in accordance with the provisions of this Section.

ARTICLE 30
RESOLUTION OF CLAIMS AND DISPUTES

30.1 Mediation. As a condition precedent to the filing any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator

30.2 Non-jury trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

30.3 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

ARTICLE 31
MISCELLANEOUS

31.1 Taxes. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The CONTRACTOR shall be responsible for payment of all federal, state, and local taxes and fees applicable to the Work and same shall be included in the Contract Price.

31.2 Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

31.3 Remedies and Choice of Law. This Contract is to be governed by the law of the state in which the Project is located. Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in Martin County, Florida.

31.4 Entirety of Agreement. All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

31.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

SAMPLE

RFB#2020-3232
WATER & WASTEWATER TREATMENT PLANT CONSTRUCTION
WORK ORDER NO._____

Pursuant to that certain Contract ("**Contract**") between Martin County ("**County**") and _____ ("**Contractor**") dated _____, **Contractor** hereby agrees to provide the services specified on Exhibit "A", under the terms and conditions and at a cost of $_____ all as more specifically described in Exhibit "A", attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time: _____ calendar days

Final Completion Time: _____ calendar days

Liquidated Damages: _____ per day

IN WITNESS WHEREOF, the **County** and the **Contractor** have executed this Work Order effective this day of_____ 20__.

CONTRACTOR COMPANY NAME

_____
Name & Title

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
Samuel T. Amerson, P.E.
Utilities & Solid Waste Director

A Payment & Performance Bond for all jobs over $200,000 is required to be recorded with the Martin County Clerk of the Circuit Court before commencement of work per F.S. 255.05

BIDDER'S QUALIFICATION STATEMENT

The signatory of the Statement guarantees the truth and accuracy of all statements and of answers to all questions hereinafter made. Failure to complete and return this Statement, or any false statement therein may render a bid non-responsive at the sole discretion of the Martin County Board of County Commissioners. All portions of the Statement must be completed.

Bid #
Company Name
Address
Telephone
E-mail Address

1. If a corporation, please answer the following:
Date of Incorporation:
In what state:
President's Name:
Vice President's Name:
Secretary's Name:
Treasurer's Name:

2. If a partnership, please answer the following:
Date of Organization:
General or association?
Name and Address of each general partner

3. If neither a corporation nor partnership, please provide the following information:
Type of business organization:
Date of Organization:
Name and Address of each principal:

4. Name and title of person that will sign contract.

5. Current State of Florida Certified Contractor's License Number
Expiration Date

6. Name of license holder/ qualifying agent exactly as it appears on file with the State of Florida's Construction Industry Licensing Board:

7. Current Martin County Occupational License Number (if applicable)
Expiration Date

8. DUNS #

9. Federal Employer ID # (FEIN)

10. Are you a Disadvantage Business Enterprise (DBE) or Woman-Owned Business Enterprise (WBE)? Yes ☐ No ☐ If yes, provide Certificate.

11. Are you a small business as defined by the SBA? Yes ☐ No ☐ If yes, number of employees

12. Number of years in business under this name:

13. Number of years in business under other names:

14. How many years' experience in performing the type of work called for in this bid?

15. In what other lines of business do you or your organization or any partners thereof have financial interests?

16. Does your firm have any officer, owner, employee or agent who is also an officer, employee or advisory board member of Martin County? Yes ☐ No ☐ If yes, you may not submit a bid (see instructions to bidders).

17. Have you or your organization, or any office or partner thereof, failed to complete a contract?
Yes ☐ No ☐

18. Has your organization ever been assessed liquidated damages for failing to complete a Contract within the time specified in the Contract Documents?
Yes ☐ No ☐

19. Has your organization been assessed any penalties for non-compliance violations of the Federal or State Labor laws and/or regulations within the last five (5) years?
Yes ☐ No ☐

20. Does your organization have any outstanding judgments, demands or liens resulting from violating the State Labor laws, the Business and Professions Regulation statutes, Civil or Criminal decisions?
Yes ☐ No ☐

21. Have there been any suits, liens or surety claims against you or your organization over the past five (5) years for non-payment of sums due subcontractors or suppliers for work completed?
Yes ☐ No ☐

22. Has your organization been cited for violations of OSHA standards and requirements within the past 5 years?
Yes ☐ No ☐

23. Is either the Bidder or its principals presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency? Yes ☐ No ☐

24. Do you have a minimum of five (5) years' experience working on commercial construction projects in Martin County? Yes ☐ No ☐

Please explain all questions answered "yes" in questions above on a separate sheet of paper along with this Statement, if necessary.

Qualifications will be considered only from Contractor(s) who have been in business performing similar services for at least five (5) years, financially responsible and have experienced personnel able to perform the required service. The Contractor(s) must demonstrate that they meet the minimum mandatory qualification of being established in the water and wastewater treatment industry, with references showing that they have provided general construction services for construction, upgrades and rehabilitation of municipal water and wastewater treatment plants of 2 million gallons per day or larger.

Bidder must provide proof of a minimum of three (3) projects where the bidder provided general construction services (<u>as the Prime Contractor</u>) for construction, upgrades and rehabilitation of municipal water and wastewater treatment plants of 2 million gallons per day or larger within the last five years:

Project Name
Location
Description of Work
Date of Contract
Contract Award Amount
Contact Person
Telephone Number
E-mail Address

Project Name
Location
Description of Work
Date of Contract
Contract Award Amount
Contact Person
Telephone Number
E-mail Address

Project Name
Location
Description of Work
Date of Contract
Contract Award Amount
Contact Person
Telephone Number

E-mail Address

Authorized Signature

Print Name & Title

LOCAL VENDOR PREFERENCE
CERTIFICATION STATEMENT
(Complete and Return Only if Eligible)

Vendor agrees that it meets and will comply with all requirements of Section 135.7, Code of Ordinances, Martin County Code, included but not limited to:

1. Vendor has a fixed, staffed office or distribution point located in and having a street address within Martin County or St. Lucie County for at least one year prior to the issuance of this Request for Bid (RFB) and **attached is a copy of a business or contractor license and/or business tax receipt which verifies this**. Post Office boxes shall not be used or considered for the purpose of establishing a physical address; and

2. If awarded a contract, vendor will be the person or entity in direct contract with the County and not as a subcontractor, other lower tier subcontractor, materialman or supplier.

Company Name (Print)

Street Address (Print)

Owners Name & Title (Print)

Authorized Signature

FOR COUNTY USE ONLY

Vendor meets all requirements of Section 135.7, Code of Ordinances, Martin County Code.

Certified by:_____ Date:_____

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RENEWAL TO AGREEMENT FOR CONSTRUCTION SERVICES

THIS RENEWAL #1 is made and entered into this 28th day of July, 2023 by and between MARTIN COUNTY, a political subdivision of Florida ("COUNTY"), and LAWRENCE LEE CONSTRUCTION SERVICES, INC. (CONTRACTOR).

WITNESSETH

WHEREAS, the COUNTY and CONTRACTOR entered into an Agreement for Construction Services to provide WATER AND WASTEWATER TREATMENT PLANT CONSTRUCTION pursuant to Martin County Contract # RFB2020-3232 dated July 28, 2020, and;

WHEREAS, the Term of the Agreement provides for the option to renew for an additional year, and;

WHEREAS, the COUNTY and CONTRACTOR desire to exercise the option to renew that Agreement.

NOW THEREFORE, in consideration of the premises and the mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed as follows:

1. The COUNTY exercises its option to renew this Agreement for one (1) year pursuant to the Term of the Agreement.
2. The CONTRACTOR agrees to this renewal.
3. The Agreement is hereby renewed until July 27, 2024.
4. Pricing and all remaining terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.
5. This Contract shall be effective beginning on the date first written above notwithstanding it or some of the Contract documents being signed on a different date.

IN WITNESS WHEREOF, the parties hereto have executed this renewal of this Agreement as of the date first set forth above.

LAWRENCE LEE CONSTRUCTION SERVICES, INC.

Geoffrey L. Schmidt
President

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

Krysti L. Brotherton Digitally signed by Krysti L. Brotherton Date: 2023.05.23 14:11:24 -04'00'

Krysti L. Brotherton, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

Please provide current contact information below and return this renewal with a copy of your most recent Certificate of Liability Insurance:

Name: Geoffrey L. Schmidt

Phone number: 561-578-7715

Email Address: GS@LawrenceLeeConstruction.com

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AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR CONSTRUCTION SERVICES

THIS AGREEMENT, effective this 28th day of July in the year, 2020, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: (hereinafter CONTRACTOR)	LAWRENCE LEE CONSTRUCTION SERVICES, INC. 50 NE DIXIE HWY, SUITE A-6 STUART, FL 34994
Contract Name:	Water and Wastewater Treatment Plant Construction
Contract Number:	RFB2020-3232
Total Contract Value:	$5,000,000.00 (to all vendors combined over 5 years)
Contract Term:	Three (3) years plus two (2) optional one (1) year renewals Not to exceed five (5) years

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ARTICLE 1
DEFINITIONS

1.1 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Actual Costs*.
   a. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
   b. cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
   c. rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
   d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
   e. additional cost of field supervision and field office personnel directly attributable to the charge, exclusive of the cost of estimating, contract administration, and purchasing.

2. *Addenda.* Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

3. *Agreement.* The written instrument which is evidence of the agreement between COUNTY and CONTRACTOR covering the Work. Also referred to as "Contract".

4. *Bonds.* Performance bond and payment bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the law of Florida.

5. *Change Order.* A written document which is signed by CONTRACTOR and COUNTY 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.

6. *Claim.* A demand or assertion by COUNTY or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

7. *Contract Documents.* The Contract Documents establish the rights and obligations of the parties and include the following: Agreement (including Exhibits), Work Order, entire bid package including Advertisement, all Addenda and Instructions to Bidders, CONTRACTOR'S completed Bid Form package, Notice of Award, Notice to Proceed, drawings, specifications, plans, data, studies, surveys, calculations, permit applications, estimates, photographs, reports, approved submittals, and other documents prepared by, through, or under CONTRACTOR that fix, depict and/or describe the size, quality and character of the Project, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically

identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Architect/Engineer's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

8. *Contract Price.* The moneys paid to CONTRACTOR under Contract Documents.

9. *Contract Time.* The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Architect/Engineer's written recommendation of final payment.

10. *CONTRACTOR.* The individual or entity with whom COUNTY has entered into the Agreement.".

11. *Drawings.* That part of the Contract Documents prepared or approved by an Architect or Engineer which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

12. *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.

13. *Field Order.* A written order issued by Architect/Engineer's or COUNTY which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

14. *Final Completion or Final Acceptance.* The completion of all Work called for under the Contract Documents, including, but not limited to, satisfactory operation of all equipment (other than COUNTY supplied equipment or facilities or those installed by separate CONTRACTORS); correction of all punch list items to the satisfaction of COUNTY , payment of all trade CONTRACTORS, subcontractors, and materialmen; settlement of all claims, if any; payment and release of all mechanic's, materialmen's, and similar liens; delivery of all guarantees, equipment operation and maintenance manuals, as-built drawings, building certificates, electrical certificates, mechanical certificates, plumbing certificates, and all other required approvals and acceptances by any municipality within Martin County, Martin County itself, the State of Florida or other authorities or agencies having jurisdiction; and removal of all rubbish, tools, scaffolding, and surplus materials and equipment from the Work site.

15. *Notice to Proceed.* A written notice given by COUNTY to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

16. *Public Record.* All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business between the COUNTY and the CONTRACTOR.

17. *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.

18. *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.

19. *Specifications.* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

20. *Substantial Completion.* The stage in construction when the Work can be utilized for the purposes for which it was intended, as well as the satisfaction of the following requirements: (1) the items that affect operational integrity and function of the Project must be capable of continuous use; (2) all permits and other regulatory requirements must be satisfied; and (3) a Certificate of Occupancy must be issued where one is required. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

21. *Surety*. The corporate body that is responsible for the CONTRACTOR in connection with the Work as set forth in the Bonds and that is included in the most recent United States Department of the Treasury List of Acceptable Sureties and authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better or equivalent rating by a nationally recognized rating agency.

22. *Underground Facilities.* All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

23. *Work.* Services as defined in each individual Work Order to be paid for in accordance with the unit prices indicated in CONTRACTOR's bid.

23. *Work Order.* A formal document that is dated, serially numbered, and executed by both the COUNTY and the CONTRACTOR in response to COUNTY's request for proposal, by which COUNTY accepts CONTRACTOR's proposal for specific Services and CONTRACTOR indicates a willingness to perform such specific Services under the terms and conditions specified in this AGREEMENT.

ARTICLE 2
WORK/PRELIMINARY REQUIREMENTS

2.1 Work. CONTRACTOR agrees to furnish and complete all authorized and approved work, materials, supplies, tools, furnishings, fixtures, labor, services, equipment, construction management and contract administration services for site development, permitting, regulatory matters, testing, environmental mitigation, traffic, landscaping, accounting, coordination, and

construction of the Project..

2.2 Commencement of Work and Notices to Proceed. The Date of Commencement of all Work shall be the date indicated in the Notice to Proceed and/or Work Order. Notice to Proceed as to each Work Order shall be issued by the Project Manager after the CONTRACTOR has delivered to the COUNTY the executed Work Order, the Bonds and Insurance Certificates in accordance with the Work Order and AGREEMENT, and the Board has approved this AGREEMENT. No Work shall be performed by the CONTRACTOR or its Professionals, subconsultants, or subcontractors, and no irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, CONTRACTOR may commence to perform Work.

2.3 Nothing contained in any Work Order shall conflict with the terms of this AGREEMENT, and the terms of this AGREEMENT shall be deemed to be incorporated in each individual Work Order as if fully set forth therein. A Work Order shall contain the following:

a. A description of the specific Services to be performed, a schedule and amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs such as, labor rates by classification, hours for each classification, extended price, subcontracted labor (also broken out), material, other direct costs, overhead rate, indirect rate, and profit/fee. The sufficiency of such budget detail is subject to the approval of the COUNTY; and

b. Any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that do not conflict with the terms of this Agreement.

2.4 Preconstruction Conference(s). If required by the specific services outlined in the Work Order, the CONTRACTOR shall meet with the COUNTY for review and acceptance of the CONTRACTOR'S initial submittals, CPM Schedule, Final Schedule of Values, personnel and Subcontractor list, to review mobilization requirements, to establish procedures for handling shop drawings and other Submittals and Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.5 Assumption of Risks. CONTRACTOR shall become familiar with and prepare for the normal weather conditions existing in Martin County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. CONTRACTOR'S Contract Price and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include normal weather Days as reflected by 10-year average of historical records produced by the National Weather Service. Additionally, the CONTRACTOR assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the exercise of due diligence. Again, it shall be the obligation of CONTRACTOR to fully investigate the Site and provide sufficient contingency amounts for conditions which are foreseeable.

ARTICLE 3
CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of Work outlined in each individual Work Order issued in accordance with the Contract Documents, the fixed Contract Price outlined in each individual Work Order, based on the unit costs in the Bid. The obligations of the OWNER under this Agreement are subject to the availability of funds lawfully appropriated for the Project by the Board of County Commissioners of Martin County.

ARTICLE 4
CONTRACTOR RESPONSIBILITIES

4.1 CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, specifications set forth in each Work Order, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

4.2 The CONTRACTOR shall give all notices and comply with all municipal, local, state and federal laws, ordinances, codes, rules, licenses, and regulations applicable to the Work. If the CONTRACTOR observes that any of the AGREEMENT is contradictory to such laws, rules, and regulations, it shall notify the Project Manager promptly in writing. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear all related costs.

4.3 CONTRACTOR understands and acknowledges that all documents and materials provided with the RFP and any addenda, are general and preliminary, and that CONTRACTOR shall not rely on the accuracy or completeness thereof. CONTRACTOR acknowledges that its duties hereunder shall not be excused or discharged in any respect based on the incompleteness or inaccuracy of any such documents or materials.

4.4 CONTRACTOR shall be responsible to the COUNTY for acts and omissions of CONTRACTOR and CONTRACTOR'S agents, employees, Professionals, subconsultants, subcontractors, and all other parties performing Work by, through and under CONTRACTOR.

4.5 CONTRACTOR shall be responsible for the management, coordination and supervision of all design, permitting, and construction means, methods, techniques, sequences and procedures for completion of the Work.

4.6 The CONTRACTOR agrees to bind specifically every Professional, subconsultant and subcontractor to the applicable terms and conditions of the AGREEMENT, for the benefit of the COUNTY.

4.7 CONTRACTOR represents that it is fully experienced and properly qualified to perform the Work under the Contract Documents and that it is properly licensed, equipped, organized and financed to perform such Work.

4.8 CONTRACTOR shall act as an independent CONTRACTOR and not as the agent of COUNTY. The CONTRACTOR shall supervise and direct the Work and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction subject to compliance with the Contract Documents.

4.9 The CONTRACTOR shall employ and maintain a full-time on-site Authorized Representative who shall have been designated in writing by the CONTRACTOR and pre-approved by the COUNTY. The Authorized Representative shall be dedicated to this the Project full time and shall have full authority to act on behalf of the CONTRACTOR. The Authorized Representative shall be capable of properly interpreting the Contract Documents and be thoroughly experienced in the type of work being performed. The Authorized Representative shall have full authority to receive instructions from the Engineer and to execute the orders or directions of the Engineer, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The Authorized Representative shall be provided regardless of the amount of work sublet. The Authorized Representative shall speak and understand English, and the CONTRACTOR shall maintain at least one other responsible person who speaks and understands English, on the project during all working hours. All communications given to the Authorized Representative shall be as binding as if given to the CONTRACTOR. Copies of written communications given to the Authorized Representative of the CONTRACTOR shall be mailed to the address set forth in the Agreement for notices. Nothing contained herein shall be construed as modifying the CONTRACTOR's duty of supervision and fiscal management as provided by Florida law. The COUNTY shall have the right of direct removal of any Authorized Representative of the CONTRACTOR. Any change in the Authorized Representative of the CONTRACTOR assigned to the Project shall be subject to the COUNTY's prior written approval. The Authorized Representative shall have full authority to receive instructions from the Owner and/or Engineer, and to execute the orders or directions of the Owner and/or Engineer, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The Authorized Representative shall provide such superintendence regardless of the amount of work sublet.

4.10 The CONTRACTOR shall not employ any subcontractor or consultant against whom the COUNTY may have reasonable objection.

4.11 The CONTRACTOR represents to the COUNTY that the CONTRACTOR (and its officers, directors, partners or shareholders who holds ten (10%) percent or more of the outstanding stock of the CONTRACTOR), does not have any financial interest in or with (i.e. is not an officer, director, partner or ten percent plus shareholder) any person, entity, subcontractor, consultant, design professional, materialman, supplier, or any other subcontractor performing any Work or the Project. CONTRACTOR agrees to obtain prior written consent from the COUNTY before entering into any Contract on this Project in which it has a common financial interest.

4.12 The CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings on-site in good order and annotated to show all changes made during the construction process. Final acceptance of the Work will be withheld until all such modifications have been properly inserted electronically into the design documents (thus creating "As-Built Documents") and provided to the COUNTY, and the COUNTY approves those As-Built Documents.

4.13 The CONTRACTOR shall, at its expense, attend any and all meetings called by COUNTY to discuss the Work under the Contract.

4.14 CONTRACTOR shall deliver to the COUNTY both prior to commencing each Work Order and also at the completion of the Project and before receipt of Final Payment, a DVD video of the Project showing the site before Work is commenced, the site as it progresses on a monthly basis, and after Work has been completed for any vertical construction project valued over $200,000.00. CONTRACTOR shall identify on the DVD the station numbers as those areas of the Project are taped, as well as the date recorded. The cost of the recording is included in the bid submitted by the CONTRACTOR.

4.15 CONTRACTOR shall not establish and shall not allow its employees to engage in any commercial activities on the site of any Work Order.

4.16 The CONTRACTOR shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by CONTRACTOR at no additional cost to the COUNTY, and shall include, but not be limited to, the following: telephone service for the CONTRACTOR'S use; construction power as required at each point of construction; and water as required throughout the construction. Prior to final acceptance of the Work the CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The COUNTY will assume the utility costs directly related to its usage of areas in which it has taken Beneficial Occupancy.

4.17 Maintenance of Traffic. The CONTRACTOR shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of either the Florida Department of Transportation, Martin County, or the local municipality, within their respective area of jurisdiction. It shall be the CONTRACTOR'S responsibility, as Bidder, prior to submitting its Bid, to determine the requirements of these agencies so that its Proposal reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour and protection. The CONTRACTOR shall notify all such agencies and the COUNTY 48 hours in advance of any traffic detour.

4.18 The CONTRACTOR is responsible for adequate drainage at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed.

4.19 Fire hydrant on or adjacent to the highway shall be kept accessible and no obstruction shall be placed within fifteen feet (15') of any hydrant.

4.20 Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

4.21 Where the COUNTY determines it to be necessary for maintaining the security of livestock or adjacent property or for protection of pedestrians, the CONTRACTOR shall erect and operate

under temporary security fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

4.22 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of Work under this Agreement.

ARTICLE 5
PAYMENT

5.1 Schedule of Values. The CONTRACTOR's Unit Price Proposal for each Work Order shall serve as the schedule of values for basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the COUNTY. Progress payments on account of Work will be based on the number of units completed.

5.2 Progress Payments

A. Applications for Payments

1. All payments made to the CONTRACTOR, whether Partial or Final, shall be strictly in accordance with Section 218.70, Florida Statutes, addressing payment, retainage and punchlist procedures for the performance of public works projects to which the Project applies. CONTRACTOR is required to include Section 218.70, Florida Statutes, in all Subcontractor and vendor agreements. At least 25 business days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to COUNTY 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. Such supporting documents shall include but not be limited to releases from all parties who have served Notices to CONTRACTOR for the Project, a current release from CONTRACTOR releasing all claims, other than those previously submitted pursuant to Article 10 herein, through the date of the Application for Payment; and a monthly dated CPM schedule for Projects valued over $200,000.00. Submission of this supporting documentation shall be a condition precedent to the CONTRACTOR'S entitlement to receive payment. 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 COUNTY 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 or other arrangements to protect COUNTY'S interest therein, all of which must be satisfactory to COUNTY.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR'S legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be 10% of the Contract Price for all projects valued at $200,000.00 or more, or as otherwise stipulated in the Work Order. Retainage will not be held for projects valued under $200,000.00. After 50% completion of the construction, the amount of retainage withheld from each subsequent progress payment shall be five (5%) percent. "Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of the Work items incorporated and which will remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of CONTRACTORS mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work do not apply to the determination of "Fifty Percent Completion" of the Work for purposes of establishing entitlement to a reduction of retainage.

B. Review of Applications

1. COUNTY will, within 10 business days after the date on which the Application for Payment is stamped as received by the COUNTY, either process the payment or return the Application to CONTRACTOR indicating in writing COUNTY'S reasons for refusing to recommend payment. COUNTY may reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as received by the COUNTY. The rejection must be in writing and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. The corrected payment requests or invoices must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

2. COUNTY and/or Architect/Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to COUNTY, based on COUNTY and/or Architect/Engineer's observations on the Site of the executed Work as an experienced and qualified professional and on COUNTY and/or ENGINEER'S review of the Application for Payment and the accompanying data and schedules, that to the best of COUNTY and/or Architect/Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. 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, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is Architect/Engineer's responsibility to observe the Work.

3. By recommending any such payment Architect/Engineer will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Architect/Engineer 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 COUNTY or entitle COUNTY to withhold payment to CONTRACTOR.

4. Neither COUNTY and/or Architect/Engineer's review of CONTRACTOR'S Work for the purposes of recommending payments nor Architect/Engineer's recommendation of any payment, including final payment, will impose responsibility on Architect/Engineer to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR'S failure to comply with Laws and Regulations applicable to CONTRACTOR'S performance of the Work. Additionally, said review or recommendation will not impose responsibility on Architect/Engineer to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to COUNTY free and clear of any Liens.

5. Architect/Engineer may refuse to recommend the whole or any part of any payment if, in Architect/Engineer's opinion, it would be incorrect to make the representations to COUNTY. Architect/Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Architect/Engineer's opinion to protect COUNTY from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. COUNTY has been required to correct defective Work or complete Work; or

C. Payment Becomes Due

1. If approved, payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly

scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

D. Reduction in Payment

1. COUNTY may refuse to make payment of the full amount recommended by Architect/Engineer because:

a. claims have been made against COUNTY on account of CONTRACTOR'S performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to COUNTY to secure the satisfaction and discharge of such Liens;

c. there are other items entitling COUNTY to a set-off against the amount recommended.

d. if the Work is defective, or completed Work has been damaged requiring correction or replacement;

2. if the Work for which payment is requested cannot be verified;

3. because of the failure of CONTRACTOR to make proper payments to Subcontractor for labor, materials or equipment in connection with the Work;

4 if the Contract Price has been reduced because of Modifications or there is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

5. if the COUNTY has been required to correct defective Work or complete the Work in accordance with the Contract Documents;

6. because of the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents, or otherwise unsatisfactory prosecution of the Work;

7. because of any other breach of, default under or violation of, or failure to comply with, the provisions of the Contract Documents.

8. If COUNTY refuses to make payment of the full amount recommended by Architect/Engineer, COUNTY must give CONTRACTOR written notice (with a copy to Architect/Engineer) within 10 business days stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. COUNTY shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by COUNTY and CONTRACTOR, when CONTRACTOR corrects to COUNTY'S satisfaction the reasons for such action.

5.3 CONTRACTOR'S Warranty of Title. The CONTRACTOR warrants and guarantees that title to all Work covered by an Application for Payment, whether incorporated in the Work or not,

shall pass to the COUNTY prior to the making of the Application for Payment, free and clear of all liens, claims, security interests, purchase money security interest, chattel paper or encumbrances of any nature whatsoever ("Liens").

5.4 The CONTRACTOR shall promptly pay all Subcontractors, laborers, materialmen, and suppliers upon receipt of payment from the COUNTY, out of the amount paid to the CONTRACTOR on account of such person's portion of the Work, the amount to which such person is entitled, reflecting percentages actually retained from payments to the CONTRACTOR on account of such person's portion of the Work. The CONTRACTOR shall, by appropriate agreement with each Subcontractor or other person, require each subcontractor or other person to make payments to Sub-subcontractors in similar manner.

5.5 A Certificate of Payment, a progress payment, or partial or entire use of the Project by the COUNTY shall not constitute acceptance of Work not in accordance with the Contract Documents.

5.6 In accordance with the provisions of Section 255.05, Florida Statutes, where the CONTRACTOR requires a waiver from laborers, materialmen, subcontractors, or sub-subcontractors (as each such term is defined by Section 713.01, Florida Statutes) of the right to make a claim against the Payment Bond in exchange for, or to induce payment of, a progress payment or a final payment; such waivers shall comply with the form set forth in 255.05, Florida Statutes as amended from time to time. Written consent from the surety in a form acceptable to the County regarding the project or payment may be given in lieu of waivers.

5.7 If one or more "Notice of Non-Payment" is received by the COUNTY, no further payments will be approved until non-payment(s) have been satisfied and a "Release of Claim" for each "Notice" has been submitted to the COUNTY. Upon request, CONTRACTOR shall furnish acceptable evidence that all such claims or liens have been satisfied. If CONTRACTOR fails to satisfy the nonpayment, COUNTY may make payment and back charge CONTRACTOR for any and all costs associated with such payment.

5.8 Progress. If at any time during the progress of Work, CONTRACTOR'S actual progress is inadequate to meet the requirements of the Contract, COUNTY may, but is not required to, notify CONTRACTOR to implement some or all of the following remedial actions at the sole cost and expense of CONTRACTOR:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the schedule progress deficiency;

2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the schedule progress deficiency;

3. Reschedule the Work in conformance with the specification requirements.

5.9 Neither such notice by COUNTY nor COUNTY'S failure to issue such notice shall relieve CONTRACTOR of its obligation to achieve the quality of Work and rate of progress required by the Contract.

ARTICLE 6
TIME OF PERFORMANCE

6.1 Time is of the essence for each Work Order issued under this Agreement.

6.1.1 Substantial Completion

The following items, as applicable, shall be completed prior to an inspection for Substantial Completion:

1. All general construction completed and the project components shall be clean, and all systems fully functional.

2. All mechanical and electrical Work substantially complete, fixtures in place, connected, cleaned and usable.

3. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.

4. All painting shall be completed; all signs installed.

5. All floors, glass and metal Work shall be cleaned.

6. All finish hardware shall be installed, and all doors shall be in good Working order.

7. Project site shall be cleared of the CONTRACTOR'S excess equipment, temporary facilities, trailers, and/or building supplies. All temporary construction shall be removed, and all Sitework completed.

8. All operations and maintenance manuals for all equipment shall have been submitted.

9. Manufacturers certifications and warranties shall be delivered to COUNTY.

10. All operations and maintenance training related literature, software and back-up disks have been provided.

11. All required spare parts, materials, as well as any special measuring devices and tools shall have been provided to COUNTY.

12. All air and water balancing reports shall have been submitted.

13. All keys and blanks shall have been provided.

6.1.2 When CONTRACTOR considers the entire Work Order ready for its intended use CONTRACTOR shall notify COUNTY in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Architect/Engineer issue a certificate of Substantial Completion. Promptly thereafter, COUNTY

and CONTRACTOR, and Architect/Engineer shall make an inspection of the Work to determine the status of completion. For the purpose of this Contract, and for the compliance of those procedures, duties and obligations as set forth in Section 218.70 and Section 218.735, Florida Statutes the term "Substantial Completion" is defined as that point where COUNTY is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that COUNTY is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life, safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibits. If COUNTY and Architect/Engineer do not consider the Work substantially complete, Architect/Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Architect/Engineer considers the Work substantially complete, Architect/Engineer will prepare and deliver to COUNTY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. If Architect/Engineer considers the Work substantially complete, then, for construction projects having an estimated cost of less than 10 million dollars:

In addition to Section 218.735, Florida Statutes, punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

A. The intent of this section is for the COUNTY and the CONTRACTOR to cooperate to develop a Final Punchlist no later than 30 (thirty) days from the date of reaching Substantial Completion.
B. Within 5 (five) days of Substantial Completion of the Project, the CONTRACTOR shall schedule a walkthrough with the COUNTY ("Punchlist Walkthrough"). The purpose of the Punchlist Walkthrough is to determine that the project has achieved Substantial Completion, and if so, to develop a Punchlist of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and the COUNTY during the Punchlist Walkthrough. The COUNTY shall issue the Final Punchlist within 30 (thirty) days of the Substantial Completion date.
C. The CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Punchlist either during the Punchlist Walkthrough itself or within 25 (twenty five) days from the date of the Punchlist Walkthrough.
D. No more than 20 (twenty) days following the issuance of the Final Punchlist, the CONTRACTOR shall again initiate and request a second walkthrough ("Final Walkthrough") of the Project with the COUNTY. The purpose of the Final Walkthrough is to identify which items on the Punchlist remain incomplete and to supplement that list as legally necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR's performance of completion of items contained on the Punchlist.
E. The CONTRACTOR shall complete the Final Punchlist items within 30 (thirty) days of the date of its issuance by the COUNTY.
F. In no event may the CONTRACTOR request payment of final retainage under §218.735(7)(e), Florida Statutes, until the CONTRACTOR considers the Final Punchlist to be 100% (one hundred percent) complete.
G. The CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as: (i) the Final Punchlist is

100% (one hundred percent) complete; and (ii) the COUNTY has been able to operate or utilize the affected punchlist item for 15 (fifteen) days, whichever occurs last.

H. The CONTRACTOR acknowledges and agrees that the COUNTY may, at their option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such lists prior to Substantial Completion is to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by the COUNTY during performance of the Work.

I. The CONTRACTOR acknowledges and agrees that in calculating 150% (one hundred fifty percent) of the amount which may be withheld by the COUNTY as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by §218.735(7)(e), Florida Statutes, the COUNTY may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such the Work activity, but rather total costs are based upon the cost of completing the Work activity based upon market conditions at the time of Final Punchlist completion.

6.1.3 If Substantial Completion has not been obtained at the Punchlist Walkthrough inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the time-frame established.

6.1.4 COUNTY shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

6.2 Partial Utilization

A. Use by COUNTY at COUNTY'S option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which COUNTY, Architect/Engineer, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by COUNTY 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 conditions.

1. COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any such part of the Work which COUNTY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to COUNTY and Architect/Engineer that such part of the Work is substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and Architect/Engineer in writing that CONTRACTOR considers any such part of the Work ready for

its intended use and substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, COUNTY, CONTRACTOR, and Architect/Engineer shall make an inspection of that part of the Work to determine its status of completion. If Architect/Engineer does not consider that part of the Work to be substantially complete, Architect/Engineer will notify COUNTY and CONTRACTOR in writing giving the reasons therefore.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with this Agreement regarding property insurance.

6.3 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Architect/Engineer will promptly make a final inspection with COUNTY 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.

6.4 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of Architect/Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments and §218.70 et. seq., Fla.Stat.

2. 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 insurance required (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to COUNTY) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens and as approved by COUNTY, CONTRACTOR may furnish receipts 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 COUNTY or COUNTY'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 COUNTY to indemnify COUNTY against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of Architect/Engineer's observation of the Work during construction and final inspection, and Architect/Engineer's review of the final Application for Payment and

accompanying documentation as required by the Contract Documents, Architect/Engineer is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, Architect/Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Architect/Engineer's recommendation of payment and present the Application for Payment to COUNTY for payment. At the same time Architect/Engineer will also give written notice to COUNTY and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, Architect/Engineer will return the Application for Payment 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 for Payment.

C. Payment Becomes Due

1. Upon completion of all items on the punchlist, final payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the COUNTY may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

6.5 If Substantial Completion is not obtained at the inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the time-frame established.

ARTICLE 7
LIQUIDATED DAMAGES

7.1 Milestones, milestone completion dates and applicable liquidated damages shall be in accordance with the Work Order.

7.2 If the milestones are not strictly complied with, then Liquidated damages will be assessed against the CONTRACTOR, which are agreed upon in the Work Order, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by COUNTY, and are not a penalty.

ARTICLE 8
CLAIMS FOR ADDITIONAL TIME

8.1 If the CONTRACTOR'S performance of this Contract is delayed: i) which delay is beyond the reasonable control and without the fault or negligence of the CONTRACTOR or its subcontractors; or ii) by changes ordered in the Work, and in either event where such delay or change in the Work affects the critical path, then the Contract Time shall be extended by Change Order as determined by the COUNTY . If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, CONTRACTOR shall provide COUNTY a written notice of claim upon discovering the cause of the alleged delay. Such notice of claim shall include the following information, or else be waived:

1. Nature of the delay or change in the Work;

2. Dates of commencement and cessation of the delay or change in the Work;

3. Activities on the current progress schedule affected by the delay or change in the Work;

4. Identification and demonstration that the delay or change in Work affects the critical path;

5. Identification of the source of delay or change in the Work;

6. Anticipated extent of the delay or change in the Work; and

7. Recommended action to minimize the delay.

8.2 The CONTRACTOR shall not be entitled to any extension of time for delays resulting from any cause unless CONTRACTOR shall have notified the COUNTY in writing within seven (7) calendar days of commencement of the delay.

8.3 No Damages for Delay; Exclusive Remedy. The CONTRACTOR shall not be entitled to and hereby waive any and all claims for damages which they may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing or passive interference by the COUNTY , Architect, Architect/Engineer, or its agents, and waives damages which it may suffer by reason of such claims for lost profits, loss or impairment of bonding capacity, destruction of business, extended overhead, supervision, extended, unabsorbed home office overhead; the extension of time granted herein being the CONTRACTOR’S sole remedy, with the exception that in the event of demonstrated critical, compensable, non-concurrent delay suffered by the CONTRACTOR, the CONTRACTOR may claim as its sole and exclusive remedy any associated, extended direct jobsite general conditions expended by the CONTRACTOR (hereinafter "applicable extended general conditions") in a sum not to exceed $250.00 per each day of delay. Apart from extensions

of time or acceleration costs approved by COUNTY and any applicable extended general conditions, no payment of claim for delay damages shall be made to the CONTRACTOR as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay be avoidable or unavoidable. Notwithstanding anything herein to the contrary, provided CONTRACTOR have otherwise satisfied the requirements of this Contract, the CONTRACTOR shall be entitled to an increase in the Contract sum based upon approved general condition, insurance, and bond premium costs resulting from delays for which the Architect/Engineer has approved by Change Order. an extension of time for performance; provided, however, COUNTY shall not be required to pay such additional amounts for any days following the date on which CONTRACTOR achieves Final Completion for the appropriate portion of the Work.

ARTICLE 9
SITE CONDITIONS

9.1 Field Measurements. Before undertaking each part of the construction, 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 the COUNTY any conflict, error or discrepancy which CONTRACTOR or any of its Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from COUNTY before proceeding with any Work affected. CONTRACTOR shall remain liable to COUNTY for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents prepared by CONTRACTOR.

9.2 Differing Site Conditions. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the COUNTY in writing of: (l) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract. The COUNTY will promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. CONTRACTOR'S failure to provide notice upon discovery of the differing site condition shall waive any entitlement to such an adjustment in the Contract Price or Contract Time.

ARTICLE 10
INDEMNIFICATION

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the CONTRACTOR, its SUBCONTRACTS, CONSULTANTS or SUPPLIERS or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Contract, or in preparation for the work and services under this Contract, or any extension, modification, or amendment thereto by change order to otherwise.

CONTRACTOR hereby agrees to indemnify and hold harmless MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, its officers and employees from liabilities, damages, lawsuits, 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 or persons employed or utilized by the CONTRACTOR in the performance of the Construction Contract.

ARTICLE 11
TERMINATION

11.1 Notwithstanding any other provision of this Contract, the CONTRACTOR may be held in default of its contractual obligation under this Contract if the CONTRACTOR:

1. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;

2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors;

3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

4. performs Work that does not conform to Work Order requirements;

5. fails to meet the Work Order schedule or fails to make progress on the Work so as to endanger performance of the Work Order;

6. abandons or refuses to proceed with any or all Work; or

7. otherwise breaches, fails to comply fully with, or is in default of any provision of the Contract Documents or Work Order.

11.2 The COUNTY must provide written notice to the CONTRACTOR notifying it that the COUNTY is declaring it in default and providing the CONTRACTOR with three (3) business days after receipt of such written notice of default, to cure such default. In the event that the CONTRACTOR fails to cure the default within the three (3) day default period, the COUNTY may:

1. take possession of the Work site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;

2. accept assignment of subcontracts pursuant to this Agreement; and

3. finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

4. terminate the CONTRACTOR and hire a completion CONTRACTOR to finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs, including costs for construction, architectural, engineering, project management, and any other expenses, against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

5. set off any and all such completion costs against any monies then due or to become due on any other projects that the COUNTY has with CONTRACTOR.

11.3 Upon default, CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

11.4 If, after notice of termination, it is determined for any reason that the CONTRACTOR was not in default, or that the delay was excusable under the provisions of the Contract Documents, the rights and obligations of the parties shall be the same as if the notice of termination had been a Termination by the COUNTY for Convenience.

11.5 Pursuant to Section 287.135, F.S., the COUNTY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification per Section 4.22 of this Agreement; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

11.6 Termination by the COUNTY for Convenience. Notwithstanding any other provision to the contrary in the Contract Documents, the COUNTY reserves the right at any time and in its sole and absolute discretion to terminate the services of the CONTRACTOR with respect to the Work by giving written notice to the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to, and the COUNTY shall reimburse the CONTRACTOR for, an equitable portion of the Contract Price based on the portion of the Work completed prior to the effective date of termination and for any other reasonably expended costs attributable to such termination. However, CONTRACTOR shall not be entitled to receive its anticipated profits for any unperformed Work.

11.7 Should the CONTRACTOR'S Contract be terminated for any reason, the CONTRACTOR shall, at no additional cost to the COUNTY , give written permission to the COUNTY to utilize all design documents necessary for the purpose of completing the Project with another CONTRACTOR.

ARTICLE 12
SUSPENSION OF WORK

The COUNTY may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the COUNTY may determine.

ARTICLE 13
CHANGES IN THE WORK

13.1 The COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work. Upon request of the COUNTY, a request for proposal will be issued to the CONTRACTOR detailing the proposed additions, deletions or revisions to the Work. The request for proposal shall include such details as man-hours, man-hour rates, quantities, quantity unit rates, equipment, equipment unit rates and mark-ups. The CONTRACTOR shall complete and return

the request for proposal to the COUNTY within ten (10) calendar days from receipt thereof. The request for proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the request for proposal. The request for proposal may then be: 1) issued as a Change Order in accordance with the provisions of the Contract Documents; 2) modified and thereafter issued as a Change Order in accordance with the provisions of the Contract Documents; or 3) withdrawn.

13.2 The COUNTY may authorize minor changes or alterations in the Work not involving extra cost or time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the COUNTY entitles it to an increase in the Contract Price or extension of Contract Time, it shall treat the Field Order as a request for proposal and issue a proposal for the changes in Contract Price and Contract Time prior to proceeding with the Work covered in the Field Order. The procedures outlined in the Contract Documents shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall constitute acknowledgment by the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.

13.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time.

13.4 It is the CONTRACTOR'S responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the COUNTY.

13.5 The COUNTY may, at any time, without notice to the Surety, by Field Order or by properly executed Change Order, make any change in the Work within the general scope of the Contract Documents, including but not limited to changes:

A. in the Drawings and designs, and Specifications;
B. in the method or manner of performance of the Work;
C. in the COUNTY -furnished facilities, equipment, materials, services or site; or
D. directing acceleration in the performance of the Work.

13.6 Except as herein provided, no order, statement, or conduct of the COUNTY shall be treated as a Change Order or Field Order or entitle the CONTRACTOR to an equitable adjustment hereunder.

13.7 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

13.8 The value of any additional Work or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways at the sole discretion of the COUNTY:

A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;

B. by negotiated lump sum; or

C. cost plus. If this option is selected, COUNTY reserves the right to request any and all documentation from CONTRACTOR in support of its foregoing actual costs, and CONTRACTOR agrees promptly to supply such information.

13.9 For changes in the Work performed by CONTRACTOR's own forces, CONTRACTOR shall be entitled to a percentage mark-up for actual costs as defined in Section 1 of ten (10) percent.

13.10 For changes in the Work performed by subcontractors, (a) the subcontractor shall be entitled to mark-up the cost of the change(s) by ten (10) percent, and (b) the CONTRACTOR shall be entitled to mark-up the subcontractor's total by five (5) percent. The foregoing shall be the maximum amount allowable for subcontractor's and CONTRACTORs actual costs as defined in Section 1.

ARTICLE 14
MATERIALS, EQUIPMENT AND WORKMANSHIP; SUBSTITUTIONS

14.1 Only new, unused items of recent manufacture, of designated quality, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by COUNTY to order removal of rejected materials and equipment shall not relieve CONTRACTOR from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.

14.2 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications will be acceptable regardless of COUNTY'S failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the WORK meeting applicable code requirements relieve CONTRACTOR from responsibility for the quality and securing progress of Work as required by the Contract Documents.

14.3 Prior to proposing any substitute item, CONTRACTOR shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in COUNTY'S interest, and will in no way have a detrimental effect upon the Project completion date and schedule.

14.3.1 The burden of proof of equality of a proposed substitution for a specified item shall be upon CONTRACTOR. CONTRACTOR shall support its request with sufficient test data and other means to permit COUNTY to make a fair and equitable decision on the merits of the proposal. CONTRACTOR shall submit drawings, samples, data and certificates and additional information as may be required by the COUNTY for proposed substitute items as required by the Contract Documents.

14.3.2 Any item by a manufacturer other than those specified or of brand name or model number

or of generic species other than those specified will be considered a substitution. COUNTY will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

14.3.3 CONTRACTOR shall allow an additional 15 calendar days for COUNTY'S review of substitutions. All requests for substitutions with submittal data must be made at least fifty (50) calendar days prior to the time CONTRACTOR must order, purchase or release for manufacture or fabrication. Approval of a substitution shall not relieve CONTRACTOR from responsibility for compliance with all requirements of the Contract. CONTRACTOR shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

14.3.4 If COUNTY rejects CONTRACTOR'S substitute item on the first submittal, CONTRACTOR may make only one additional request for substitution in the same category. Upon the second request, the CONTRACTOR shall be invoiced the expenses of the COUNTY allocable to the review of such submittal data. The foregoing amounts shall be deducted, as applicable, from the next succeeding partial payment to the CONTRACTOR, or from the final payment.

ARTICLE 15
COMPLIANCE

15.1 All work, labor, materials and equipment provided under each Work order shall be performed in strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. CONTRACTOR must satisfy itself that the Plans, Drawings and Specifications in fact comply with all applicable codes. CONTRACTOR shall notify COUNTY prior to commencement of Work of any requirement of the plans and specifications not in strict compliance with such codes. There will be no extra payment for compliance to existing codes or any item of interpretation regarding enforcement of existing codes. CONTRACTOR is representing by acceptance of this Agreement that it has thoroughly researched all applicable codes and regulations affecting this Project.

15.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, CONTRACTOR shall immediately notify COUNTY in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by COUNTY as to the effect of such changes, an adjustment in the Contract Price and/or time of performance will be made. If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, CONTRACTOR shall immediately report the same in writing to COUNTY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

15.3 CONTRACTOR shall give all notices and at all times comply with all applicable laws, codes, ordinances, rules and regulations in effect during the time of performance of the Work.

15.4 CONTRACTOR shall deliver a product which will meet or exceed the Design Criteria package standards, provide a complete and functional facility including but not limited to all necessary interfaces between this facility and adjacent existing facilities, and/or anticipated future facilities. All built-in equipment, systems, controls, devices and finishes necessary for the efficient use and maintenance of the facility and its related site work, except as otherwise noted and/or clarified herein, shall be included in the Work.

ARTICLE 16
NON-DISCRIMINATION

CONTRACTOR covenants and agrees that the CONTRACTOR shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with the respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, physical handicaps (except where based on a bona fide occupational qualification) marital status, race, color, religion, national origin or ancestry.

ARTICLE 17
DEFECTIVE WORK

17.1 Rejecting Defective Work. The COUNTY shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). Such parties shall also have authority to require special inspection or testing of the Work as such parties may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

17.2 Correction of Defective Work. Upon presentation of a Defective Work Notice to the CONTRACTOR or CONTRACTOR'S Authorized Representative, the CONTRACTOR shall meet within twenty-four (24) hours with the COUNTY, and, at the sole option of COUNTY, the COUNTY'S representative, to discuss a work plan and time-line to correct the defective Work. The CONTRACTOR shall have no more than five (5) working days to begin corrective action and repairs in accordance with the agreed upon schedule; provided, however, all repairs to natural gas, telephone, radio, computer security, water, waste water, electric air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and CONTRACTOR shall complete the repairs in an expeditious manner befitting the nature of the deficiency. If the CONTRACTOR refuses to comply with the twenty four (24) hour meeting requirement, or the agreed upon correction schedule, the COUNTY has the right to do any of the following: (1) correct any Work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or (2) hold back final payment due CONTRACTOR until such time as the Work is completed to the satisfaction of the COUNTY and in compliance with the Contract Documents. The COUNTY shall have the sole discretion to determine if the Work is satisfactory and in compliance with Contract Documents. The foregoing remedies are not exclusive and the COUNTY reserves the right to pursue any and all other remedies it deems applicable.

ARTICLE 18
BONDS AND INSURANCE

18.1 Payment and Performance Bonds. The CONTRACTOR shall, upon execution and return of this Agreement to the COUNTY, furnish a Public Payment Bond and a Performance Bond, and record that Bond with the Clerk of the Circuit Court's office, pursuant to Section 255.05, Florida Statutes, in at least an amount equal to the Contract Price for any Work Order valued at $200,000.00 or greater, covering the faithful performance of this Agreement and all CONTRACTOR'S faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. The Surety must be included in the most recent United States Department of the Treasury List of Acceptable Sureties, authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better. A complete copy of the fully executed Payment Bond shall be posted in a conspicuous place at the Project site. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its authorization to do business in the State of Florida is terminated or it ceases to be listed on the United States Department of Treasury List of Acceptable Sureties, or its surety rating ceases to be an "A-" or better, CONTRACTOR shall within five (5) days thereafter substitute another Payment Bond, Performance Bond, and Surety, each of which shall be in accordance with the Contract Documents and acceptable to COUNTY . An action to enforce any claim against a payment bond must be brought within one year from the last furnishing of labor, services, or materials, or as otherwise stated in Section 95.11, Florida Statutes. An action to enforce any claim against a performance bond must be brought within five years in accordance with Section 95.11, Florida Statutes, and applicable case law.

18.2 Insurance

18.2.1. Certificate of Insurance (COI). One (1) certified true copy of the COI must be furnished by CONTRACTOR to COUNTY prior to commencement of any Work Order including demolition, site work, site preparation or construction Work. The COI must indicate Martin County Board of County Commissioners as additional insureds on all policies, as allowed by law. The statement "Additional Insureds" is to be listed in the Description Block of the Insurance Certificate. The indication that Martin County Board of County Commissioners is a Certificate Holder is not sufficient for this issue. The insurance certificate must indicate the Project name and all other requirements set forth in Section 18.

18.2.2. General Insurance Requirements

a. CONTRACTOR and, where designated, each of its subconsultants, Professionals, and subcontractors shall obtain and maintain during the full duration of Work required under this AGREEMENT, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following minimum requirements.

b. All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the COUNTY.

c. The policy(s) shall provide for 30 Days prior written notice to the COUNTY, by registered or certified mail, if cancellation or any change that will reduce the coverages required herein.

d. The policy(s) shall be written for the estimated construction Work, commencing with the initial demolition, Site Work and/or Site preparation and ending at the Final Completion date, and shall contain an endorsement providing for extension of the policy(s) for up to two (2) years. The Products and Completed Operations portions of the General Liability shall extend for a period of two years after the Final Acceptance of the Project by the COUNTY .

e. All liability polices required herein shall be written on an occurrence basis.

f. The policies shall name the COUNTY , its commissioners and staff as additional insureds as their interest may appear under this Agreement.

g. All insurers shall agree to waive all rights of subrogation against the COUNTY and each individual member of the Board of County Commissioners, Constitutional Officers or staff.

18.2.3. Premiums. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

18.2.4. Specific Insurance Limits are as follows:

a. Workers' Compensation - The CONTRACTOR shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Section 440, Florida Statutes and Employers Liability of limits no less than:

$500,000	each accident
$500,000	disease - policy limit
$500,000	each employee

b. Commercial General Liability - including but not limited to bodily injury, $2,000,000 per location aggregate covering all Work performed under this Agreement. The insurance shall include all major divisions of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), COUNTY's and CONTRACTORS Protective, Products and Completed Operations.

c. Automobile Liability - including bodily injury and property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than Agreement.

d. Umbrella Liability - to include the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than $1,000,000.

e. Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a contract modification. However, if hazardous materials are identified while carrying out this Agreement, no further Work is to be performed in the area of the hazardous material until the COUNTY has been consulted as to the need to procure and maintain such coverage.

g. Property Insurance/Builders Risk (if applicable) – CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).

This insurance shall:

1. include the interests of COUNTY, CONTRACTOR, subcontractors, Architect/Engineer, Architect/Engineer's consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by COUNTY prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Architect/Engineer;

5. allow for partial utilization of the Work by COUNTY ;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by COUNTY, CONTRACTOR, and Architect/Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

8. The COUNTY and CONTRACTOR waive all rights against each other and any of their subcontractors, agents and employees and the Architect/Engineer, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to Work, except as to proceeds of such insurance held by CONTRACTOR as fiduciary.

18.2.5 Waiver of Subrogation. CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 19
PERFORMANCE GUARANTEE AND WARRANTY

19.1 All materials and equipment incorporated into any Work Order shall be warranteed and guaranteed as new quality, and of the highest grade of quality for their intended use, and all Work shall be performed in good workmanship and shall be in accordance with all plans and specifications and industry standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, shall exhibit high quality architectural principles, and shall be in compliance with all governing laws, regulations, applicable building codes, hurricane design, and applicable Florida Building Code. CONTRACTOR warrants all Work against defects for a period of one year (unless longer guarantees or warranties are provided for elsewhere in the Contract or at law in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by CONTRACTOR or any of its subcontractors.

19.2 CONTRACTOR shall repair or replace the defective Work and cure such defect within 48 hours of receipt of written notice. CONTRACTOR warrants such repaired or replaced Work for a period of one (1) year from the completion of the warranty work or the warranty period specified, whichever is longer. Should CONTRACTOR fail to timely cure such defects, COUNTY may proceed to performed the work at CONTRACTOR'S expense and may backcharge CONTRACTOR for all costs associated with the work.

19.3 CONTRACTOR agrees to require that all of its subcontractors, suppliers and materialmen provide warranties in their agreements at least sufficient to satisfy CONTRACTOR'S obligations in this Agreement; and CONTRACTOR shall assign all such warranties to the COUNTY as a condition precedent to the receipt of final payment. CONTRACTOR agrees to defend and indemnify COUNTY against all fees and costs should CONTRACTOR fail to obtain the warranty protections required herein.

19.4 For all equipment that has a manufacturer's warranty, the CONTRACTOR shall assign such warranty to the COUNTY. The manufacturer's warranty period shall be concurrent with the CONTRACTOR'S warranty to the COUNTY. In the event that the equipment manufacturer or supplier is unwilling to provide such a warranty, the CONTRACTOR shall obtain a 2-year equipment warranty commencing at the time of acceptance of the equipment by the COUNTY.

ARTICLE 20
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

20.1 Documents and Samples at the Site. From and after commencement of the Construction Work, the CONTRACTOR shall maintain at the site one record copy of the Construction

Documents, and any and all amendments thereto, in good order and marked to record changes and selections made during the Design Phase and Construction Phase. In addition, the CONTRACTOR shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to COUNTY upon completion of the Work.

20.2 Shop Drawings, Product Data and Samples.

20.3 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the CONTRACTOR proposes to conform the construction to the Contract Documents.

20.4 The CONTRACTOR shall review and take appropriate action upon Shop Drawings, Product Data, Samples and similar submittals. Design Criteria Professional shall review Shop Drawings, Product Data, Samples and similar submittals for compliance with the Design Criteria Documents and shall provide comments, if any, within fifteen (15) days of receiving such documents.

20.5 Responsibility. The CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by COUNTY'S approval of Shop Drawings, Product Data, Samples or similar submittals unless the CONTRACTOR has specifically informed COUNTY of such deviation at the time of the submittal and COUNTY has given written approval to the specific deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by COUNTY'S approval thereof.

ARTICLE 21
SAFETY

21.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the COUNTY and Users who may be affected thereby. The CONTRACTOR shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the COUNTY for review. The COUNTY may, but shall not be obligated to, make suggestions and recommendations to the CONTRACTOR with respect thereto.

21.2 All Work, whether performed by the CONTRACTOR, its subcontractor or sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

1. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970 and the Trench Safety Act, as amended and all state, Martin County and, where the Project

is located in a municipality, municipal, rules and regulations now or hereinafter in effect; and

2. all codes, rules, regulations and requirements of the COUNTY and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

21.3 Should the CONTRACTOR fail to provide a safe area for the performance of the Work or any portion thereof, the COUNTY shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the CONTRACTOR.

21.4 The CONTRACTOR shall provide, or cause to be provided, to each worker on the Work site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Work site who fails or refuses to use the same. The COUNTY shall have the right, but not the obligation, to order the CONTRACTOR to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the CONTRACTOR shall promptly comply.

21.5 Emergencies. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in the Contract Documents.

ARTICLE 22
PROTECTION OF WORK AND PROPERTY

22.1 CONTRACTOR shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the COUNTY and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the COUNTY and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. COUNTY, its insurance carriers, or representatives may, but shall not be required to, make periodic patrols of the Work site as a part of its normal safety, loss control and security programs. In such event, however, the CONTRACTOR shall not be relieved of its aforesaid responsibilities and the COUNTY shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR by this Contract.

22.2 Before the CONTRACTOR disposes of any existing improvements or equipment which are to be removed as a portion of the Work, and for which disposition is not specifically provided for elsewhere in the Contract Documents, CONTRACTOR shall contact the COUNTY and determine if the removal items are to be salvaged. Items to be salvaged by the COUNTY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the COUNTY. Equipment and materials which will not be salvaged by the COUNTY shall become the property of the CONTRACTOR to be removed from the site and disposed of in an acceptable manner. To the extent CONTRACTOR intends to temporarily store materials at a site near or adjacent to the Project site prior to ultimate removal or disposal, CONTRACTOR must

first obtain written authorization from the COUNTY, as well as, the property owner.

22.3 Preservation of Trees. Those trees which are designated on the Drawings for preservation shall be carefully protected from damage. The CONTRACTOR shall erect and maintain such protections such as barricades, guards, and enclosures as is necessary for the protection of the trees during all construction operations. CONTRACTOR shall replace any and all trees damaged during construction activities (other than trees specified to be removed) at no expense to the COUNTY.

22.4 Preservation of Private Property. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping that must be removed shall be replaced and replanted to restore the construction easement to the condition existing prior to construction. All soil preparation procedures and replanting operations shall be under the supervision of a nurseryman experienced in such operations. Any vegetation requiring relocation, temporary or otherwise, which is damaged or destroyed, shall be replaced at no cost to the COUNTY. CONTRACTOR shall replace any and all such vegetation damaged during construction activities (other than vegetation specified to be removed) at no expense to the COUNTY.

22.5 Until final acceptance of the Work by the COUNTY pursuant to this Contract, the CONTRACTOR shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including COUNTY -furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

22.6 Manholes, fire alarms, etc., shall not be obstructed by CONTRACTOR. CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written approval from the appropriate governmental entity.

ARTICLE 23
UTILITY COORDINATION

23.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR shall be solely responsible for coordinating their relocation. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of its Work, shall permit entrance of such parties on the Work site in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work. The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

23.2 At all points where the Work constructed by CONTRACTOR connects to existing utilities

and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

ARTICLE 24
HAZARDOUS MATERIALS

CONTRACTOR shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The CONTRACTOR will notify the COUNTY immediately if explosive or hazardous materials are encountered on the Project site. Transporting explosive or hazardous materials onto the site will require prior written approval from the COUNTY. CONTRACTOR shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work. In the event that hazardous material is improperly handled or stored by the CONTRACTOR, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, CONTRACTOR shall immediately notify the COUNTY and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the CONTRACTOR'S sole cost and expense.

ARTICLE 25
AUDIT

The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives shall have access to and the right to examine any and all books, documents, papers, and records of the CONTRACTOR, and may at its option conduct an audit of the CONTRACTOR'S financial books and records concerning this Project. The CONTRACTOR agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination to constitute non-allowable costs under this Agreement. The CONTRACTOR shall promptly refund by check payable to the COUNTY the amount of such reduction of payments. All required records shall be maintained until the later of an audit is completed and all questions arising therefore are resolved, or six (6) years after completion of the Work and issuance of the final completion certificate.

ARTICLE 26
PUBLIC RECORDS

26.1 The CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

26.1.1 Keep and maintain public records required by the County to perform the Agreement.

26.1.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within

a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

26.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

26.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, 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 Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

26.2 **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 (772) 419-6959, public_records@martin.fl.us, 2401 SE Monterey Road, Stuart, FL 34996.**

26.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

ARTICLE 27
ASSIGNMENT

27.1 CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the COUNTY and SURETIES.

27.2 If for any reason the COUNTY terminates its agreement with the CONTRACTOR, the CONTRACTOR hereby assigns this Agreement to the COUNTY. CONTRACTOR shall include in each of its subcontracts language that requires its Subcontractors to agree to such assignment and to perform their responsibilities and to fully complete the work required by this Contract directly for the COUNTY.

ARTICLE 28
ATTORNEY'S FEES AND COSTS

28.1 In the event the CONTRACTOR defaults in the performance of any of the terms, covenants and conditions of this Agreement, the CONTRACTOR agrees to pay all damages and costs incurred by the COUNTY in the enforcement of this Agreement, including reasonable attorney's

fees, expert fees, court costs and all expenses, even if not taxable as court costs, including, at the State Court, Appellate Court and in Bankruptcy Proceedings.

28.2 In cases other than outlined in Section 28.1, the parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

ARTICLE 29
NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the COUNTY and CONTRACTOR at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by 30 day prior written notice to the other party given in accordance with the provisions of this Section.

ARTICLE 30
RESOLUTION OF CLAIMS AND DISPUTES

30.1 Mediation. As a condition precedent to the filing any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator

30.2 Non-jury trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

30.3 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

ARTICLE 31
MISCELLANEOUS

31.1 Taxes. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The CONTRACTOR shall be responsible for payment of all federal, state, and local taxes and fees applicable to the Work and same shall be included in the Contract Price.

31.2 Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

31.3 Remedies and Choice of Law. This Contract is to be governed by the law of the state in which the Project is located. Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in Martin County, Florida.

31.4 Entirety of Agreement. All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

31.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

REVIEWED BY

Samuel T. Amerson, P.E.
Utilities & Solid Waste Director

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Don G. Donaldson, P.E.
Deputy County Administrator

LAWRENCE LEE CONSTRUCTION SERVICES, INC.

GEOFFREY L. SCHMIDT
PRESIDENT

LAWRENCE LEE CONSTRUCTION SERVICES, INC. CORPORATE SEAL 2017 FLORIDA

EXHIBIT A

SCOPE OF SERVICES

The County is seeking Contractor(s) for general construction services for water and wastewater treatment facilities on an as needed basis. Any one task order should not exceed $300,000. The task order(s) will be established on a lump sum or time and materials basis. There is no guarantee that any work will be requested.

The selected Contractor(s) will be responsible for the professional quality, technical accuracy, and the coordination of all services provided. There may be an occasional need for emergency work and the Contractor will be expected to respond to the County's request within 6 hours. The Contractor(s) shall comply with all the applicable provisions of the Local, State and Federal laws.

Typical projects include, but are not limited to the following:

- Underground and aboveground pipe installation. Pipelines may be pressurized or gravity. Materials may be concrete, plastic, ductile iron, cast iron, stainless steel, HDPE, etc. Sizes may be from ½" diameter up to several feet in diameter.
- Miscellaneous structural work including small building foundations, slabs, containment walls, etc.
- Interior and exterior building construction and modifications
- Industrial coatings
- Piping modifications
- Metal work, welding and/or fabrication, etc.
- Installation and replacement of pumps, valves, slide gates, blowers, aeration basin diffusers, grinders, bio-filter media, chemical feed equipment and piping, chemical tanks, or other water/wastewater related equipment.
- Demolition of water and wastewater related processes.

Work will be requested on a work order basis to one or more of the qualified Contractors at the time it is required. A brief description of the assistance needed will be provided when the Contractor(s) are contacted. The Contractor(s) will be expected to return a brief description of the approach to the work, a schedule for its completion and not to exceed cost within seven (7) working days. Failure of the Contractor to respond to request for quote three (3) times will result in termination of contract.

The County will review the quotations, if more than one was requested, for the lowest responsive quote. When the County has agreed to the approach, schedule and cost, and a Purchase Order is issued, the Contractor will commence the work within fifteen (15) business days of the issuance of the Purchase Order.

The Contractor shall furnish a Public Payment Bond and a Performance Bond, and record that Bond with the Clerk of the Circuit Court's office, pursuant to Section 255.05, Florida Statutes, in at least an amount equal to the Contract Price for any Work Order valued at **$200,000.00 or greater**, covering the faithful performance of this Agreement and all Contractor's faithful performance and payment of all Contractor's obligations under the Contract Documents.

Before commencing the work or before recommencing the work after a default or abandonment, the contractor shall provide to the public entity (Purchasing Division: pur_div@martin.fl.us) a **certified copy** of the recorded bond.

The goods and/or services listed in this bid are for the purposes of price comparison and are not intended to be all inclusive. The County may add goods and/or services at any time during the term of this Agreement at a cost to be agreed upon by the Vendor and the County.

Markup on Materials shall be the percentage added to the actual wholesale cost of materials or special equipment rental.

All associated costs shall be included in the labor cost including transportation.

Emergency service/after normal business hours (8:00 am – 5:00 pm) shall be charged no more than one- and one-half (1 ½) times the regular per hour rate.

RFB#2020-3232
WATER & WASTEWATER PLANT CONSTRUCTION

Description	Unit	Cost
Project Superintendent	HR	$ 95.00
Project Manager	HR	$ 110.00
Forman	HR	$ 65.00
General Laborer (1 man crew)	HR	$ 35.00
General Laborers (2 man crew)	HR	$ 70.00
General Laborers (3 man crew)	HR	$ 105.00
Electrical Control Programmer	HR	$ 150.00
Electrician	HR	$ 80.00
Mason	HR	$ 50.00
Mechanic	HR	$ 60.00
Heavy Equipment Operator	HR	$ 50.00
Administrative/Clerical	HR	$ 25.00
Subcontractor Markup	%	10%
Material Markup	%	10%

INSTRUCTIONS

Submit one original and one copy of all required bid forms.

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

BID SIGNATURE SECTION

This form must be returned with bid. Bids in any other format will not be accepted.

Lawrence Lee Construction Services, Inc.	**561-578-7715**
Company Name	Telephone
Geoffrey L. Schmidt	**n/a**
Authorized Contract Signature Name	Fax
President	**82-2530315**
Title	Federal Employer ID#
50 NE Dixie Hwy, Suite A-6	**GS@LawrenceLeeConstruction.com**
Street Address	E-mail Address
Stuart, FL 34994	
City, State, Zip	Authorized Signature

Agreement with Lawrence Lee Construction Services, Inc.

Final Audit Report 2023-10-12

Created:	2023-10-12
By:	Miguel Machuca (mmachuca@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASweJvkTqxV0moSZtQGYWxJtXGn6yUSGx

"Agreement with Lawrence Lee Construction Services, Inc." History

Document created by Miguel Machuca (mmachuca@coralsprings.gov)
2023-10-12 - 6:32:00 PM GMT

Document emailed to gs@lawrenceleeconstruction.com for signature
2023-10-12 - 6:35:09 PM GMT

Email viewed by gs@lawrenceleeconstruction.com
2023-10-12 - 7:50:22 PM GMT

Signer gs@lawrenceleeconstruction.com entered name at signing as Geoffrey L. Schmidt
2023-10-12 - 8:23:28 PM GMT

Document e-signed by Geoffrey L. Schmidt (gs@lawrenceleeconstruction.com)
Signature Date: 2023-10-12 - 8:23:30 PM GMT - Time Source: server

Document emailed to cgomez@coralsprings.gov for signature
2023-10-12 - 8:23:33 PM GMT

Email viewed by cgomez@coralsprings.gov
2023-10-12 - 8:38:56 PM GMT

Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez
2023-10-12 - 8:39:23 PM GMT

Document e-signed by Christina Gomez (cgomez@coralsprings.gov)
Signature Date: 2023-10-12 - 8:39:25 PM GMT - Time Source: server

Agreement completed.
2023-10-12 - 8:39:25 PM GMT

Summary Sheet

Agenda Item: 12.

Meeting Date: November 1, 2023

Subject: Agreements, General Contracting Services – Various Utilities and Streets Projects (John Norris)

Requested Action:

Request to award the LOI #23-B-311 for General Contracting Services for Various Utilities and Streets Projects to **Anzco, Inc.** of Boca Raton, Florida, **Johnson-Davis Incorporated** of Lantana, Florida, **Marcdan, Inc**. of Miami, Florida, and **Pabon Engineering, Inc.** of Miami, Florida from November 1, 2023 through October 31, 2026 with an option to renew for one (1) additional three (3) year time period for a potential cumulative total of six (6) years. The estimated annual expenditure is $1,000,000. Funding Source: Approved Operating and Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

Funding Source: Approved Operating Budget

Placement: Policy Formation and Direction

Attachments: Summary Sheet
#1 - Proposer List and Evaluation Committee
#2 - Agreement with Anzco, Inc.
#3 - Agreement with Johnson-Davis Incorporated
#4 - Agreement with Marcdan, Inc.
#5 - Agreement with Pabon Engineering, Inc.

Background / Description:

The City is in need of an approved list of qualified licensed Underground Utility and Excavation and General Contractors to perform various small to medium sized utilities and street construction projects throughout the City. Having an approved list of qualified contractors will help streamline the solicitation process facilitating the departments in need. A minimum of sixty (60) days is needed from the date a solicitation is posted to the date the project is awarded. Having an approved list of contractors can reduce that timeline anywhere from fifteen (15) days to thirty (30) days before a project can begin. The contractors will also be utilized for emergency repairs as needed.

A Letter of Interest (LOI) was prepared by the Purchasing Division after meeting with various departments to discuss their current and future needs of the construction projects. On August 30, 2023 a formal bid opening took place at which time nine (9) proposals were received.

On October 12, 2023 the Evaluation Committee met to discuss the received proposals and to vote on the top firms to be on the approved list of contractors. The Evaluation Committee selected the top four (4) firms to be part of the approved list of contractors. The four (4) firms were selected due to their extensive experience with utilities and streets construction projects with several municipalities throughout Florida as well as their bonding capability and years of experience.

A multiple award is recommended to ensure continuity of services throughout the City in the event one contractor is not able to provide service in the timeframe required. The department in need of such services will contact the contractor(s) on the list and provide them with a detailed scope of services for the project. The contractor(s) will provide a written proposal to the requesting department and the department will determine if the proposal is fair and reasonable.

The Public Works Department, the Parks & Recreation Department, and the Purchasing Division staff recommend awarding this term contract for LOI #23-B-311 for General Contracting Services for Various Utilities and Streets Projects to Anzco, Inc. of Boca Raton, Florida, Johnson-Davis Incorporated of Lantana, Florida, Marcdan, Inc. of Miami, Florida, and Pabon Engineering of Miami, Florida for an estimated annual expenditure of $1,000,000.

Presenting: John Norris

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: General Contracting Services – Various Utilities and Streets Projects (John Norris)

PLACEMENT: Policy

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to award the LOI #23-B-311 for General Contracting Services for Various Utilities and Streets Projects to **Anzco, Inc.** of Boca Raton, Florida, **Johnson-Davis Incorporated** of Lantana, Florida, **Marcdan, Inc**. of Miami, Florida, and **Pabon Engineering, Inc.** of Miami, Florida from November 1, 2023 through October 31, 2026 with an option to renew for one (1) additional three (3) year time period for a potential cumulative total of six (6) years. The estimated annual expenditure is $1,000,000. Funding Source: Approved Operating and Capital Budget Strategic Goal: An Innovative, High Performing, and Sustainable Organization. (REQUEST TO AWARD)

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PROPOSERS
RFQ #23-B-311
GENERAL CONTRACTING SERVICES – VARIOUS UTILITIES & STREETS PROJECTS

Anzco, Inc. 9671 Carousel Circle South Boca Raton, FL 33434 Contact: John Zak Phone: (561) 488-0822 Email: jzak@anzcoinc.com	**Pabon Engineering, Inc.** 13028 S.W. 128th Street Miami, FL 33186 Contact: Anibal Pabon Phone: (305) 258-1460 Email: pabonengineering@outlook.com
DP Development, LLC 1014 S. Congress Ave. Palm Springs, FL 33406 Contact: Patrick Borrico Phone: (561) 650-1333 Email: sales@dpdevelopment.com	**R&D Paving, LLC** 400 Executive Center Drive, Suite 210 West Palm Beach, FL 33401 Contact: Nancy G. Rosso Phone: (561) 284-6541 Email: nancy@randdpaving.com
GlobeTec Construction, LLC 10191 W. Sample Road, Suite 219 Coral Springs, FL 33065 Contact: Antonio Assenza Phone: (954) 225-3391 Email: tonyassenza@aol.com	**Ric-Man Construction Florida, Inc.** 3100 S.W. 15th Street Deerfield, FL 33442 Contact: Daniel Mancini Phone: (954) 426-1221 Email: dmancini@ric-manfl.com
Johnson-Davis Incorporated 604 Hillbrath Drive Lantana, FL 33462 Contact: William Cryer Phone: (561) 585-3252 Email: ccryer@johnsondavis.com	**Weekley Asphalt Paving, Inc.** 20701 Stirling Road Pembroke Pines, FL 33332 Contact: Daniel D. Weekley Phone: (954) 680-8671 Email: danweekley@weekleyasp.com
Marcdan, Inc. 2721 SW 137th Avenue, Suite 104 Miami, FL 33175 Contact: Jesus Quinones Phone: (305) 468-6441 Email: daniel@marcdan.com	

Evaluation Committee Members

Voting Members:

Dorian Johnson, Civil Engineer
Dwight Parrett, Utilities Superintendent
Glen Gordon, Streets and Stormwater Manager
Justin Ellis, Capital Improvements & Sustainability Manager
Paul Zahn, Facilities Manager

Non-Voting Member:

Chad Maraj, Civil Engineer

AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND ANZCO, INC. FOR GENERAL CONTRACTING SERVICES – VARIOUS UTILITIES AND STREETS PROJECTS

THIS AGREEMENT, made and entered into the _____ day of _____, 2023 (hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

ANZCO, INC.
a Florida profit corporation
9671 Carousel Circle South
Boca Raton, Florida 33434
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on August 4, 2023, the CITY issued a Request for Letter of Interest (LOI NO. 23-B-311) for General Contracting Services - Various Utilities and Streets Projects (hereinafter "LOI"); and

WHEREAS, CITY staff has reviewed the proposals and recommends that CONTRACTOR be selected for the services identified in the LOI, attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the intent of CITY is to recommend multiple awards to the City Commission and establish an approved list of qualified contractors; and

WHEREAS, the recommended contractors will provide general contracting services for various Utilities and Streets projects at various locations through the City; and

WHEREAS, the Evaluation Committee recommends the inclusion of Contractor on City's approved list; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. **PURPOSE**

2.01 CITY hereby retains the CONTRACTOR to provide general contracting services for various Utilities and Streets projects.

2.02 CONTRACTOR agrees that should the work performed by CONTRACTOR not meet CITY's standards or be to the satisfaction of CITY, CONTRACTOR shall be required to redo services described or perform any corrective measures that CITY, in its sole discretion, deem appropriate.

2.03 In the event that CONTRACTOR damages any property of CITY, CONTRACTOR agrees that it shall be responsible to either repair or replace the damaged property and that property shall be restored to its original condition.

SECTION 3. **SCOPE OF WORK**

3.01 CONTRACTOR acknowledges that its company is on an approved list of general contractor companies to be considered by City to provide general contracting and renovation repair services for various small to medium Utilities and Streets projects located throughout the City.

3.02 CONTRACTOR acknowledges and agrees to the terms and conditions provided in this Agreement.

3.03 CONTRACTOR acknowledges that from time to time CITY will contact CONTRACTOR to perform a specified project. All work to be performed by CONTRACTOR must be authorized by the City's Project Manager.

3.04 CONTRACTOR, upon notification from CITY, shall provide a proposed scope of work including the time frame for completion of the project and price, which shall include costs for materials and costs for labor for the proposed work project. Upon authorization of work by CITY'S Project Manager, CONTRACTOR shall receive a purchase order prior to the commencement of the project. The purchase order shall incorporate the authorized scope of work for the project.

3.05 CONTRACTOR shall be responsible for obtaining any permits required by CONTRACTOR before commencement of any work at the work site.

3.06 CONTRACTOR shall provide CITY on forms furnished by CITY a 100% Payment and Performance Bond when the dollar value of any individual project awarded under the contract exceed One Hundred Thousand Dollars ($100,000.00).

3.07 Prior to the commencement of any project, CONTRACTOR shall have a meeting with the Project Manager and any other party designated by CITY.

SECTION 4. CONSIDERATIONS

4.01 Should CITY request services from CONTRACTOR, such services shall be provided in accordance with a written price quote for that particular project, which is inclusive of all fees and expenses, including travel and other direct expenses.

4.02 Invoices: CONTRACTOR shall submit invoices for payment to CITY'S designated Project Manager. CITY will pay invoices submitted by CONTRACTOR for completed work after final approval of CITY'S Project Manager and the final approval of all required building permit inspections.

SECTION 5. RESPONSIBILITIES OF CITY

CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

SECTION 6. TERM OF AGREEMENT

This Agreement will commence upon approval of the City Commission and shall terminate on November 30, 2026, unless otherwise terminated pursuant to Section 7 of this Agreement. CITY reserves the right to renew this contract for one (1) additional three (3) year period based on CONTRACTOR'S acceptable level of performance and approved and available funding.

SECTION 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY's 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 CONTRACTOR must state that the Agreement is being 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 subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the CITY shall give the CONTRACTOR written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the

CONTRACTOR has failed to correct the condition(s) of the default, or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case the CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to the CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: The CONTRACTOR agrees to indemnify, defend, save and hold the CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of the CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of the CONTRACTOR under this Agreement or the breach of this Agreement by the CONTRACTOR.

8.02 The CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of the CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 The CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, the CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the CITY if the CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds

one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, the CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. INSURANCE

10.01 The CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. The CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

(a) Premises and Operations.
(b) Independent Contractors.
(c) Product and Completed Operations Liability.
(d) Broad Form Property Damage.
(e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
(f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, THE CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of the CONTRACTOR. The CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect the CONTRACTOR's interests or liabilities but are merely minimum requirements established by the CITY's Risk Management Coordinator. The CITY reserves the right to require any other insurance coverages that the CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 The CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million ($1,000,000.00) Dollars for each category), and the CONTRACTOR shall provide verification thereof to the CITY upon request of the CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

10.07 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the CITY is named as an additional named insured shall not apply to the CITY. The CITY shall provide written notice of occurrence within fifteen (15) working days of the CITY's actual notice of such an event.

10.09 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and the CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

SECTION 11. ACCIDENT PREVENTION

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

SECTION 12. 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 this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. The CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

SECTION 14. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. PERMITS, FEES AND LICENSES

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. TAXES

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. CONFLICT OF INTEREST

17.01 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.

17.02 CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 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.

SECTION 18. WARRANTIES

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 Changes in Staff. The CONTRACTOR will advise the CITY not less than thirty (30) days in advance of any proposed changes in the CONTRACTOR's staff assignment to enable the CITY an opportunity to discuss such proposed changes with the CONTRACTOR.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit 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 and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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 non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 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 accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

22.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

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

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 23. 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.

SECTION 24. 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. 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 of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. GOVERNING LAW; VENUE

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

26.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 27. CONSTRUCTION OF AGREEMENT

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 29. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 30. FORCE MAJEURE AND APPROPRIATION

30.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

30.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 31. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR has otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of the termination of this Section.

SECTION 32. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1104

CONTRACTOR: John Zak, President
Anzco, Inc.
9671 Carousel Circle South
Boca Raton, Florida 33434
Tel.: (561) 699-3602

SECTION 33. This Agreement shall become effective upon approval by the City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and ANZCO, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez
Christina Gomez (Oct 22, 2023 14:01 EDT)

CHRISTINA M. GOMEZ
Assistant City Attorney

ANZCO, INC.

By: John B. Zak
John B. Zak (Oct 22, 2023 10:21 EDT)

Title: President

Print Name: John B. Zak

Detail by Entity Name

Florida Profit Corporation
ANZCO, INC.

Filing Information

Document Number	P07000004148
FEI/EIN Number	20-8208440
Date Filed	01/09/2007
State	FL
Status	ACTIVE

Principal Address

9671 CAROUSEL CIRCLE SOUTH
BOCA RATON, FL 33434

Mailing Address

9671 CAROUSEL CIRCLE SOUTH
BOCA RATON, FL 33434

Registered Agent Name & Address

ZAK, JOHN B
9671 CAROUSEL CIRCLE SOUTH
BOCA RATON, FL 33434

Officer/Director Detail

Name & Address

Title P

ZAK, JOHN B
9671 CAROUSEL CIRCLE SOUTH
BOCA RATON, FL 33434

Title VP

ZAK, CAROL L
9671 CAROUSEL CIRCLE SOUTH
BOCA RATON, FL 33434

Title S

ZAK, CAROL L
9671 CAROUSEL CIRCLE SOUTH
BOCA RATON, FL 33434

Title T

ZAK, JOHN B
9671 CAROUSEL CIRCLE SOUTH
BOCA RATON, FL 33434

Annual Reports

Report Year	Filed Date
2021	04/09/2021
2022	03/23/2022
2023	03/22/2023

Document Images

03/22/2023 -- ANNUAL REPORT	View image in PDF format
03/23/2022 -- ANNUAL REPORT	View image in PDF format
04/09/2021 -- ANNUAL REPORT	View image in PDF format
03/18/2020 -- ANNUAL REPORT	View image in PDF format
03/25/2019 -- ANNUAL REPORT	View image in PDF format
03/10/2018 -- ANNUAL REPORT	View image in PDF format
03/17/2017 -- ANNUAL REPORT	View image in PDF format
02/21/2016 -- ANNUAL REPORT	View image in PDF format
03/22/2015 -- ANNUAL REPORT	View image in PDF format
03/19/2014 -- ANNUAL REPORT	View image in PDF format
03/24/2013 -- ANNUAL REPORT	View image in PDF format
04/11/2012 -- ANNUAL REPORT	View image in PDF format
04/17/2011 -- ANNUAL REPORT	View image in PDF format
04/04/2010 -- ANNUAL REPORT	View image in PDF format
04/26/2009 -- ANNUAL REPORT	View image in PDF format
04/28/2008 -- ANNUAL REPORT	View image in PDF format
01/09/2007 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

EXHIBIT A

DATE: August 4, 2023 **LOI NO. 23-B-311**

REQUEST FOR LETTERS OF INTEREST

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Letters of Interest (L.O.I.) together with the Qualifications Statements and Proposal Form included herein and any other information relative to the experience, expertise or proficiency of the Offeror, at the office of the Purchasing Manager, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, (954) 344-1100, for furnishing the services described below:

GENERAL CONTRACTING SERVICES-VARIOUS UTILITIES & STREETS PROJECTS

L.O.I.'s must be received and time stamped by the Purchasing Manager, either by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, August 30, 2023. A public opening will take place at or before 2:15 p.m. in the Everglades Room located on the first floor of City Hall on the same date. Facsimile submittals will not be accepted. Any L.O.I.'s received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a L.O.I. is received will be resolved against the Offeror. Electronic L.O.I. Submittals will be accepted through DemandStar.com or can be emailed to bids@coralsprings.gov. Physically delivered L.O.I. Submittals will also be accepted.

Any questions you may have regarding this L.O.I. can be sent via email to mmachuca@coralsprings.gov. The last day to submit questions will be Monday, August 21, 2023 by 5:00p.m. Questions received after the stated date and time will not be addressed.

CITY reserves the right to reject any or all L.O.I.'s, to waive any or all L.O.I.'s received, to re-advertise for L.O.I.'s, to award in whole or in part to one or more Offeror's or take any other such actions that may be deemed to be in the best interests of the CITY.

Miguel Machuca
Assistant Purchasing Manager

I. REQUEST FOR LETTERS OF INTEREST PROCEDURE

Pursuant to the Request for Letters of Interest (LOI), City is soliciting interested firms to submit qualifications statements, and other information relative to various repair, renovation, and construction projects for the City. Responses to this LOI will be evaluated by a Selection/Negotiation Committee. Firms which did not provide the information requested or which failed to meet the minimum qualification criteria shall be disqualified from further consideration. This LOI is divided into two (2) sections:

1. Forms
2. Firm's Background and Experience

Completed proposals shall be submitted by enclosing the included forms along with the information of your firm as request in Section IV "Submission Requirements" in a sealed envelope. The outside of the envelope shall positively identify the Offeror, and the name of the Letter of Interest.

After review of all submissions, the evaluation committee will select a minimum of two (2) firms. In determining whether a firm is qualified, the City shall consider such factors as the ability of professional willingness to meet time and budget requirements; location; recent, current and projected workloads of the firms; expertise, experience and knowledge in the construction and renovation field, and the volume and quality of work previously awarded to each firm. After firms are selected those firms will be required to sign a contract for general contracting services. A recommendation of award of the selected contractors will then be presented to the City Commission. As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in Letters of Interest received.

II. SCOPE OF SERVICES

The City of Coral Springs is interested in obtaining proposals from licensed general and/or underground contractor(s) to complete various small to medium size utilities and street construction projects on an as needed basis at various locations throughout the City. There is no guarantee as to the actual amount of work given to any Contractor.

The primary purpose of this LOI is to establish a list of approved contractors that are qualified to complete various small to medium size utilities and street construction projects for the City. The department in need of such services will contact the approved contractors and provide them with a detailed scope of services for the project. The contractors will visit the project site if needed to view and better understand the work that is entailed. A written proposal will be prepared by the contractor and sent to the requesting department that will then evaluate received proposal to determine if the price and time given to complete the project is fair and reasonable.

The initial term of the contract for these services will be for three (3) years, renewable for one (1) additional three (3) year time period.

III. REQUIREMENTS

- Contractor must have one of the following licenses:

  - Hold a current General Contractor or Underground Utility and Excavation Contractor license as listed in Florida Statue 489.105.

- Contractor is to have a minimum of five (5) years of General and/or Underground Utilities and Excavation contracting experience.

- Contractor must have proof of proper insurance as stated within the solicitation.

- Contractor is to provide all necessary manpower, equipment, and materials needed to perform general underground utilities and maintenance services along with any non-emergency and emergency repairs that may arise. Emergency repairs may include night work and holidays.

- Contractor will be responsible to assure that all work is performed in accordance with all State, County and local codes and requirements. The contractor will be responsible for obtaining any required permits. City can provide engineering drawings on selected projects when necessary.

- Contractor must be experienced, knowledgeable, and skilled in both underground and above ground type construction, installations, additions, alterations, repairs, and demolition of the following nature but not limited to:

  - Furnish & Installation of water and sewer distribution systems or components underground and above ground.

  - Furnish & Installation of stormwater systems and components including site restoration.

  - Utility exploration and Subsurface Utility Engineering

  - Furnish & Installation of new pipe and structures as well as replacement and abandonment of existing pipe and structures.

  - Miscellaneous concrete installation and repairs to include but not limited to roadways, sidewalks, driveways, and site restorations.

  - Minor lift station repair and rehabilitation. Installation of bypass pumping systems may be required.

- Contractor will provide copies of invoices for materials upon request by the City for audit purposes.

- All projects will require a firm written quote given to the City Project Manager for approval prior to start of work.

- City does not guarantee any minimum amount of work to be completed under this contract. Work will vary depending on the amount of work projects required by the various City Departments.

- Work projects to be completed under this contract will be small to medium in scope. Most projects will take a few days to a few weeks to complete and individual project costs will vary from under a thousand dollars to over one hundred thousand dollars.

- Performance Bonds will be required for projects over $100,000 and shall be recorded with Broward County prior to issuance of Purchase Order.

IV. L.O.I. SUBMISSION REQUIREMENTS

1. **Firm Qualifications**

Attached to this LOI is a Qualifications Statement, which all responding firms should complete in full. Failure to complete this form may constitute grounds for disqualification of the responding firm from further consideration regarding this project.

Offerors shall provide a description of the firm, including the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in completion of similar work will be directly beneficial to the City in the completion of this program.

Offerors shall identify the contact person and supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis on their experience with similar projects. If resumes are not available at the time the proposal is submitted, Offeror's should provide a listing of the qualifications, including education, experience, honors and awards received, professional associations of which the firm and/or its personnel are members.

Additional information to be provided with LOI submittal:

1. A brief but complete profile of the company
2. Listing of past and current similar projects
3. Copies of professional and occupational licenses
4. Reference where you were the prime contractor on projects of similar nature.
5. Any prior experience working with government agencies is preferable.

2. **Copies of Submission**

If submitting in person, one (1) sealed original copy and one (1) electronic copy (flash drive) of the entire Request for Proposal should be submitted to the City of Coral Springs, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, to the attention of Mr. Miguel Machuca, Assistant Purchasing Manager. Electronic submission of proposals will be accepted through Demandstar.com or emailed to bids@coralsprings.gov.

3. **Addenda, Additional Information**

Any addenda or answers to written questions supplied by the City to participating Offerors shall become part of this Request for Letters of Interest and the resulting contract. The Offeror's Certification form shall be signed by an authorized company representative, dated and returned with the Letter of Interest.

No negotiations, decisions or actions shall be initiated by the Offeror as a result of any discussions with any City employee. Only those communications which are in writing from the Purchasing Manager may be considered as a duly authorized expression. Also, only communications from Offerors, which are signed, and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

V. INSURANCE

1. Prior to Award and in any event prior to commencing work, the Successful Offeror shall provide CITY with certified copies of all insurance policies providing coverage as required.

2. **ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT.** INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

3. The Successful Offeror shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

   (a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of Two Hundred Thousand and xx/100 dollars ($200,000.00) per accident. Successful Offeror shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

   (b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Offeror in the performance of the work with the following minimum limits of liability:

   $ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(c) Comprehensive General Liability with the following minimum limits of liability:

$ 1,000,000	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ - A+

The Successful Offeror shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than one million ($1,000,000) Dollars for each category), and the Successful Offeror shall provide verification thereof to CITY upon request of CITY.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

The Successful Offeror shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance. The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

The Successful Offeror shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.

The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of CITY.

Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Offeror shall thereupon cease and terminate.

OWNER'S Liability and Insurance: OWNER shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others on the Work. 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 Florida Statute 768.28 and Florida Statute 95.11.

VI. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR, specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR, under this Agreement or the breach of this Agreement by CONTRACTOR.

CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

VII. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

VIII. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

IX. CONE OF SILENCE

The cone of silence prohibits any communication regarding a particular bid between a potential bidder, vendor, or lobbyist and the city's professional staff, city commissioners, the mayor, or their respective staffs. The cone of silence does not apply to duly noticed site visits to determine the competency of bidders during the period between bid opening

and the issuance of an award, oral communications at pre-bid conferences, oral presentations before publicly noticed evaluation committee meetings, or during contract negotiations. The cone of silence commences after the advertising of the formal bid or request for proposal. The cone of silence terminates upon award by the city commission.

X. SCHEDULE OF EVENTS

The schedule of events, relative to this proposal shall be as follows:

	Event	**Date** (on or by)
1.	Issuance of Request for Letters of Interest	08/04/2023
2.	Deadline for Questions	08/21/2023
2.	Opening of Letters of Interest	08/30/2023
3.	Submission Evaluations	08/31/2023-09/08/2023
4.	Award of Contract	10/04/2023

CITY reserves the right to delay scheduled dates and to provide notice to all persons responding to Requests for Letter of Interest.

XI. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH L.O.I.'s

1. The following documents are to be executed, notarized, (if applicable) and submitted as a condition to this Request for Letters of Interest:
   a) Offeror's Certification
   b) Non-Collusive Affidavit
   c) Qualifications Statement
   d) Certificates of Insurance
   e) Certification Pursuant to F.S. 287.135
   f) Affidavit of Compliance with Foreign Entity Laws
   g) Drug-Free Workplace Certification
   h) Proof of E-Verify Registration

XII. AWARD OF CONTRACT

The Contract should be awarded by CITY's Commission to the most responsible and responsive Offeror(s) for the Proposal(s) whose evaluation by CITY's Evaluation Committee indicates to the CITY that the award will be in the best interests of the CITY.

The Offeror to whom award is made shall execute a written contract prior to Notice of Award. If the Offeror to whom the first award is made fails to enter into a contract as herein provided, the award may be annulled and the contract left to another Offeror who is responsible and responsive in the opinion of CITY. Such Offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

Offerors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Offeror's social, political, or ideological interests when determining if the Offeror is a responsible Offeror. Offerors are further notified that the City's governing body may not give preference to an Offeror based on the Offeror's social, political, or ideological interests.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 21 day of AUGUST, 2023.

AUZCO INC
Printed Name of Corporation

FLORIDA
Printed State of ~~Incorporation~~

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

JOHN B. ZAK
Printed Name of President or other authorized officer

ATTEST:

9671 CAROUSEL CIRCLE SOUTH
Address of Corporation

By _____
Secretary

BOCA RATON, FL. 33431
City/State/Zip

561-699-3602
Business Phone Number

State of FLORIDA
County of PALM BEACH

The foregoing instrument was acknowledged before me this 21 day of AUGUST, 2023, by (Name), JOHN B. ZAK **(Title) of** PRESIDENT **(Name of Company) on behalf of the corporation, who is personally known to me or who has produced** AUZCO INC, **as identification and who did (did not) take an oath.**

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

MELONEY L. ROY
Commission # GG 978014
Expires August 12, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

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

9671 Carousel Circle South
Boca Raton, FL 33434
1009 NW 31st Avenue
Pompano Beach, FL 33069
Phone:561-488-0822
Fax: 954-532-2426
Cell:561-699-3602

Correspondence

ANZCO PROFILE

Anzco Inc., a state certified general contractor incorporated in 2007 which has completed over 300 projects ranging in amounts of $2500.00 to 1.6 million for various Broward and Palm Beach County municipalities. The company is a certified SBE, with 2–4-year annual construction service contracts with Palm Beach County, Boynton Beach, Town of Davie and City of Coral Springs.

At present we have 14 employees with expertise in underground, concrete, sitework and rehabilitation projects.

Anzco inc. owns equipment in excess of 350k and has a ongoing rental agreement with United Rentals for any jobsite specific equipment. The major suppliers we have been doing business with for years are Cemex, Rinker Materials, Ferguson, Contech, US concrete products and US foundry.

ANZCO INC.
1009 NW 31st Ave
Pompano Beach, Fl. 330699
9671 Carousel Circle South
Boca Raton, fl. 33434
Phone 754-222-6697
Fax 954-532-2624
Mobil 561-699-3602
Email: jzak@anzcoinc.com

REFERENCE

City of Coral Springs
9551 West Sample Road
Coral Springs, Fl. 33065
Glen Gordon Supt. Public Works
Phone 954-818-6543
Fax 954-344-5959
ggordon@coralsprings.gov

Palm Beach County Capital Improvements
2633 Vista Parkway
West Palm Beach, FL 33411
Gus Arnold Project Manager
Phone 561-233-0275
Fax 561-233-0270
aiarnold@pbcgov.org

City of Boynton Beach Water Utilities
100 East Boynton Beach Blvd.
Boynton Beach, Fl. 33425-0310
Gail Mootz City Project Manager
Phone: 561-307-2185
Mootzg@bbfl.us

City of North Lauderdale
701 SW 71st Ave
North Lauderdale, Fl. 33068-2395
Neil Buckeridge Utilities Supt.
Phone 954-597-4757
Fax 954-597-4857
nbuckeridge@nlauderdale.org

Coconut Creek Commerce Center-Coconut Creek Casino
5550 NW 40th Street
Coconut Creek Fl. 33073
KCI Technologies
6500 N. Andrews Ave
Fort Lauderdale, Fl. 33309
Phone: 954-776-1616
Fax: 954-771-36336
Jonathan Geiger Project Engineer
Jonathan.geiger@kci.com

Boca Raton Airport Authority
903 NW 35th Street
Boca Raton, Fl. 33431
Phone: 561-391-2202 X210
Travis Bryan Operations Manager
travis@bocaairport.com

BANK REFERENCE
BankUnited
4101 Turtle Creek Drive
Coral Springs, Fl. 33067
Janice Zaitz VP
Phone 954-341-1091
Fax 954-3411998
jzaitz@bankunited.com

INSURANCE/BONDING
W.F. Roemer Insurance
3775 NW 124th Ave
Coral Springs, Fl. 33065
Jonathan F. Remes VP
Phone 954-731-5566
Fax 954-731-8438
jremes@roemer-ins.com

JCA Surety
123 Zelma Street Suite A
Orlando, Fl. 32803
Jorge Bracamonte
407-575-4361
jb@jcasurety.com

ANZCO

9671 Carousel Circle South
Boca Raton, FL 33434
1009 NW 31st Avenue
Pompano Beach, FL 33069
Phone:561-488-0822
Fax: 954-532-2426
Cell:561-699-3602

Correspondence

General Contracting Services – Various Utilities and Streets.
Project LOI No.: 23-B-311
Project List

Anzco Inc. General Contractor – Prime

1. Boynton Beach Utilities Lift Station
   #316,319,801 and Pence Park
   4753 Golf Road, 8020 and 10021 Lawrence Road, and 600 SE 4th Street.
   $500,000.00
   Repairs of piping, electrical, mechanical, plumbing, louvers, and controls. Repairs to building.

2. Boynton Beach One Million Gallon Storage Facilities
   2611 Woolbright Road
   $150,000.00
   Repairs of electrical, mechanical, plumbing, louvers, and controls. Painting of storage tank and buildings.

3. Coconut Creek Casino Lakes 5 and 6
   5550 NW 40th Street, Coconut Creek, FL 33073
   $625,000.00
   Dewatering, installation of 48" pipes, cast-in-place conflict structures, gas piping, relocation of watermains, construction of headwalls and site restoration.

4. Boca Raton Airport
   903 NW 35th Street, Boca Raton, FL 33431
   $300,000.00
   Installation of two -72" diameter RCP including headwalls and force main deflection. Canal control and Dewatering .

ANZCO INC PROJECT LIST

9671 Carousel Circle South
Boca Raton, Fl. 33434
Phone # 561-488-0822
Fax # 561-807-7224

PROJECT NO.		ADDRESS	CITY	STATE	ZIP CODE	PHONE #	EMAIL	VALUE	WORK TO COMPLETE
	2010 PROJECTS								
1001	PMI-Various	1408 SW 8th Street	Pompano Beach	Fl	33069	954-942-6303 X 110	jerry@pmi-inc.net	5000	complete
1002	VGI Holdings Miami Star	9795 NW 87th Ave	Medley	FL	33172	305-888-8669	gr@miamistar.us	65000	complete
1003	Seminole Palms Park	151 Lamstein Lane	Royal Palm Beach	Fl	33411	561-790-5100	cmarsh@royalpalmbeach.com	51000	complete
1004	Center for the Arts	2855 Coral Springs Drive	Coral Springs	Fl	33065	954-344-1101	air@coralsprings.org	90000	complete
1005	PMI-Plant 2	1321 SW 8th Street	Pompano Beach	FL	33069	954-942-6003 X 110	jerry@pmi-inc.net	7500	complete
1006	Ceeco	1580 NW 65th Street	Plantation	Fl	3317	863-697-3100	lmccreary@ceeco.net	12500	complete
1007	Milani Park	4667 Ocean Blvd.	Highland Beach	FL	33487	1-561-233-0260	alongo@pbc.com	158000	complete
								389000	
	2011 PROJECTS								
1101	Carpenter Facility-Coral Springs	4181 NW 121st Ave	Coral Springs	FL	33065	954-344-1182/344-1182			
1102	Ceeco	1580 NW 65th Street	Plantation	FL	33017	863-697-3100	air@coralsprings.org	151000	complete
1103	Center for the Arts cabinets	2955 Coral Springs Drive	Coral springs	FL	33065	954-344-1182	lmccreary@ceeco.net	8400	complete
1104	Ceeco emergency lights	1580 NW 65th Ave	Planatation	Fl	33017	888-357-0798	air@coralsprings.org	14540	complete
1105	Aqautic center	12241 Royal Palm Blvd	Coral Springs	Fl	33065	954-344-1101	lmccreary@ceeco.net	10000	complete
1106	Walgreens	US 441 & Davie Blvd.	Plantation	FL	33017	954-410-5931	air@coralsprings.org	184669	complete
1107	Wastewater Plant	2555 West Copans Road	Pompano	Fl	33069	954-831-0861	magcongc@gmail.com	440000	complete
1108	Willow Park	100 Sweet Bay Lane	Royal Palm Beach	FL	33411	561-662-1186	cmorejon@broward.org	18195	complete
1109	Plastibec	1371 Sw 8th Street	Pompano Beach	Fl	33069	954-942-6303	gdockery@royalpalmbeach.com	7932	complete
1110	Coral Springs Charter School	Sample and University Blvd	Coral Springs	Fl	33065	954-344-1184	jerry@pmi-inc.net	28875	complete
1111	Coral Springs WWTP	85th Ave	Coral Springs	FL	33065		pwilk@coralsprings.org	6296	complete
1112	Place Au Soliel	US 1 and Gulfstream Road	Gulf stream	FL	33483		pwilk@coralsprings.org	3020	complete
1113	Fire and training center	4181 NW120th Ave	Coral springs	Fl	33065	954-344-1101	bthrasher@gulfstream.org	85000	complete
1114	PMI demolition	1371 Sw 8th Street	Pompano Beach	FL	33069	954-942-6303	air@coralsprings.org	19500	complete
1115	PMI paint booths	1371 SW 8th Street	Pompano Beach	Fl	33069	954-942-6303	jerry@pmi-inc.net	11500	complete
1116	Garfield Meter room	1621 NE 14th Ave	Hollywood	FL	33022	954-921-3930	jerry@pmi-inc.net	155000	complete
	2012 PROJECTS						sshamah@hollywood.org	74997	complete
1201	PMI Grinding booth	1371 Sw 8th Street	Pompano Beach	Fl	33069	954-942-6303		1218924	
1202	Coral Springs city hall	9551 West Sample road	Coral Springs	Fl	33065	954-344-1101	gregw@pmi-inc.net	9000	complete
1203	Gulfstream monument	100 Sea Road	Gulfstream	FL	33483	561-272-2074	air@coralsprings.org	17450	complete
1204	Ocean Ridge Bridges	6450 N. Ocean Blvd.	Ocean Ridge	FL	33435	561-732-2635	bthrasher@gulfstream.org	5925	complete
1205	Hollywood Pro shop	1621 NE 14th Ave	Hollywood	Fl	33022	954-921-3930	kschenck@oceanridgeflorida.com	61353	complete
1206	Kitching Roof	Jonathan Dickinson State Park	Hobe Sound	Fl	34384	561-744-9814	sshamah@hollywood.org	5950	complete
1207	Charter School	Sample and University Blvd.	Coral Springs	Fl	33065	954-344-1184	mnelson@fdep.org	30033	complete
1208	Aquatic center	12441 Royal Palm Blvd	Coral Springs	Fl	33065	954-344-1101	pwilk@coralsprings.org	3777	complete
1209	Coral Springs Code Enforcement	9551 W. Sample road	Coral springs	Fl	33065	954-344-1101	air@coralsprings.org	9767	complete
1210	Monterrey Lakes	5128 Monterey lane	Delray Beach	Fl	33484	561-994-5850	air@coralsprings.org	17450	complete
1211	Charter school	3205 University	Coral Springs	Fl	33065	954-344-1184	tridentproperties@bellsouth.net	62467	complete
1212	Dumpster Orchid Park	1300 Coral Springs Drive	Coral Springs	Fl	33065	954-344-1184	pwilk@coralsprings.org	106269	complete
1213	Ladders Charter School	3205 University Drive	Coral Springs	Fl	33065	954-344-1184	pwilk@coralsprings.org	8500	complete
1214	Museum Coral Springs	2901Coral Springs Drive	Coral springs	Fl	33065	954-344-5500	pwilk@coralsprings.org	8800	complete
1215	Charter school demolition	3205 University Drive	Coral Springs	Fl	33065	954-344-1184	pwilk@coralsprings.org	11550	complete
1216	Coral Springs police depl	2805 University Drive	Coral Springs	Fl	33065	954-344-9903	pwilk@coralsprings.org	6200	complete
1217	Coral Springs wwtp paint	85th Ave	Coral Springs	Fl	33065	954-344-1184	pwilk@coralsprings.org	9627	complete
1218	PMI exhausts	1408 SW 8th Street	Pompanp Beach	Fl	33069	954-942-6303	jerry@pmi-inc.net	1551	complete
1219	Mathis residence	5381 Gene Circle	West Palm Bwach	Fl	33334	561-633-5403	kmathis@bellsouth.com	5000	complete
1220	Broken Sound	2705 NW 64th Ave	Boca Raton	Fl	33484	561-998-5813	Klebrevelec@brokensound.com	43000	complete
1221	Coral Springs police dept kitchen	2801 Coral Springs drive	Coral Springs	Fl	33065	954-346-1358	jbrown@coralsprings.org	635000	complete
1222	Bonito Road	6415 Ocean Blvd	Ocean ridge	Fl	33435	561-732-2635	kschenck@oceanridgeflorida.com	9420	complete
1223	Northeast vault	2555 West Copans Road	Pompano Beach	Fl	33069	954-831-0861	cmorejon@broward.org	53512	complete
								72000	complete

1224	Lime Slaker	1395 NE 50th Street	Pompano Beach	Fl	33069	954-775-4602	cmorejon@broward.org	24669	complete	
1225	Seaman residence	12320 NW 2nd street	Plantation	FL	33325	954-561-5342	jdi@gate.net	34947	complete	
1226	Lake worth Jetty	Palm Beach County	Lake Worth	Fl	33483	561-233-0260	gklalty@pbcgov.org	112777	complete	
1227	CS Aquatic	12441 Royal Palm Blvd	Coral Springs	Fl	33065	954-344-1184	pwilk@coralsprings.org	8500	complete	
Total to complete								1374494		0
	2013 Projects									
1301	C S charter Entrance repair	3205 University	Coral Springs	FL	33065	954-344-1184	pwik@coralsprings.org	11660	complete	
1302	CS WWTP	10300 NW 11th Manor	Pompano Beach	Fl	33069	954-796-6677	davidm@fladistricts.com	45097	complete	
1303	Broward water treatment plant	1395 NE 50th Street	Pompano Beach	Fl	33069	954-553-2857	cmorejon@broward.org	0	complete	
1304	CS aquatic epoxy	12441 Royal Palm Blvd	Coral springs	Fl	33065	954-344-1184	pwik@coralsprings.org	3850	complete	
1305	PMI water damage	1408 SW 8th St	Pompano Beach	Fl	33069	954-985-4174	gwilson@pmi-inc.net	48500	complete	
1306	911 call center	2801 Coral rudge drive	Coral Springs	Fl	33065	954-344-1184	pwik@coralsprings.org	114677	complete	
1307	CS Charter school	3205 University	Coral Springs	FL	33065	954-344-1184	pwik@coralsprings.org	4100	complete	
1308	4 th Street Sidewalks	100 E Boynton Beach	Boynton. Beach	FL	33425	561-742-6366	macka@bbfl.us	34711	complete	
1309	Chlorine injection	2555 West Copans	Pompano Beach	FL	33069	954-831-0861	cmorejon@broward.org	20700	complete	
1310	Fern Glen	4801 NW 66th Terrace	Coral Springs	Fl	33067	954-344-1184	pwik@coralsprings.org	66667	complete	
1311	Fire dept props	4180 NW 120th Ave	Coral Springs	Fl	33065	954-344-1184	pwik@coralsprings.org	37567	compete	
1312	D module	2555 West Copans	Pompano Beach	Fl	33069	954-831-0861	cmorejon@broward.org	265000	complete	
1313	UFO bldg	85th Ave	Coral Springs	Fl	33069	954-344-1184	pwik@coralsprings.org	34375	complete	
1314	Broken Sound Sidewalks	2705b NW 64th Ave	Boca Raton	FL	33484	561-998-5813	klebrevelec@brokensound.comk	51000	complete	
1315	CS aquatic pool repair	12441 Royal Palm Blvd	Coral Springs	FL	33065	954-344-1184	pwik@coralsprings.org	13590	complete	
1316	Inlet Cay	Inlet cay, Eluthra	Ocean ridge	FL	33483	561-732-2635	kschenck@oceanridgeflorida.com	220000	complete	
1317	Fire station #3	100 E. Boynton Beach Blvd	Boynton, Beach	Fl	33425	561-742-6322	macka@bbfl.us	114000	complete	
1318	Riverside Park	205 Coral Ridge	Coral Springs	FL	33065	954-344-1184	lgoldstein@coralsprings.org	62654	complete	
1319	Charter school	3205 University	Coral Springs	Fl	33065	954-344-1184	pwik@coralsprings.org	10400	complete	
1320	Sculpture Foundation	Atlantic and Ramblewood	Coral Springs	Fl	33065	954-344-1184	hgonzalez@coralspring.org	22767	complete	
1321	Inlet Cay Bridge repair	Inlet Cay Ocean Ridge	Ocean ridge	Fl	33483	561-732-2365	kschenck@oceanridgeflorida.com	9188	complete	
1322	Coral Springs carpenter facility	3801 NW 120th St.	Coral Springs	FL	33065	954-344-1184	hgonzalez@coralspring.org	13300	complete	
1323	CS WWTP	10300 NW 11th Manor	Coral Springs	FL	33065	954-796-6677	davidm@fladistricts.com	12500	complete	
1324	Ocean Ridge Crosswalk	AIA	Ocean ridge	FL	33483	561-732-2365	kschenck@oceanridgeflorida.com	7467	complete	
1325	Quay South Parking	124 Lakeshore Drive	North Palm Beach	Fl	33408	561-626-3982	Manager@ Quaysouth.net	24000	complete	
1326	Quay South Parking Phase 2	124 Lakeshore Drive	North Palm Beach	FL	33408	561-626-3982	Manager@ Quaysouth.net	26032	complete	
1327	Aqoautic Center bathrooms	12441 Royal Palm Blvd	Coral Springs	FL	33065	954-515-8689	mmcgoun@coralsprings.org	38054	complete	
1328	CS maint. Facility	4801 NW 121st Ave	Coral Springs	Fl	33065	954-344-1184	hgonzalez@coralspring.org	11536	complete	
1329	Aquatic center diving boards	12441 Royal Palm Blvd	Coral Springs	FL	33065	954-515-8689	mmcgoun@coralsprings.org	13247	complete	
1330	RPB ADA Improvements	1050 Royal Palm Beach Blvd	Royal Palm Beach	FL	33411	561-790-5100	cmarsh@royalpalmbeach.com	67816	complete	
1331	RPB sportsplex	1050 Royal Palm Beach Blvd	Royal Palm Beach	FL	33411	561-790-5100	cmarsh@royalpalmbeach.com	223122	complete	
1332	Fishing Hole Park	18900 Griffin Rd	Southwest Ranches	Fl	33332	954-434-0008	jromance@southwestrances.org	96245	complete	
	2014 Projects							1723822		0
1401	Thompson Road	Thompson Road	Ocean Ridge	FL	33483	561-732-2635	kschenk@oceanridgeflorida.com	74600	complete	
1402	Coral Springs City Hall	2750 University road	Coral Springs	Fl	33065	954-384-1184	hgonzalez@coralsprings.org	20000	complete	
1403	Inlet cay bridge	Inlet cay	Ocean Ridge	Fl	33483	561-732-2635	kschenk@oceanridgeflorida.com	23530	complete	
1404	Pedestrian Bridge	87th Ave	Coral Springs	FL	33069	954-384-1184	hgonzalez@coralsprings.org	90048	complete	
1405	Coral Springs City Hall	2750 University road	Coral Springs	fFl	33065	954-384-1184	hgonzalez@coralsprings.org	11000	complete	
1406	Coral springs Police dept	2801 Coral Springs Drive	Coral Springs	Fl	33067	954-384-1184	hgonzalez@coralsprings.org	9670	complete	
1406	Coral Springs public works	4801 NW 121st Ave	Coral Springs	Fl	33066	954-344-1101	lbermudez@coralsprings.org	14994	complete	
1407	Coral Springs Sportsplex	12441 Royal Palm Blvd	Coral Springs	Fl	33065	954-344-1101	lbermudez@coralsprings.org	57640	complete	
1408	Woolbright road	Woolbright road	Ocean ridge	Fl	33483	561-732-2635	kschenk@oceanridgeflorida.com	4850	complete	
1409	84th & 85th Ave	84th &85th AVE	Coral Springs	FL	33065	954-384-1184	ggordon@coralsprings.org	110584	complete	
1410	Old Port Cove	North Palm Beach	North Palm Beach	FL	33408	561-686-7818	ccarr@miamimanagement.com	103400	complete	
1411	Wison Residence	5777 Bayview Drive	Ft. Lauderdale	Fl	33069		greqwilson@pmi-Inc.com	15772	complete	
1412	3 meter diving board	12441 Royal Palm Blvd	Coral Springs	Fl	33067	954-384-1101	mmcgoun@coralsprings.org	54967	complete	
1413	Boynton Utilities	124 E. Woolbright	Boynton, Beach	Fl	33435	561-742-6400	riseleyk@bbfl.us	41900	complete	
1414	85th Ave Utility Building	3800 NW 85th Ave	Coral Springs	FL	33065	954-384-1184	pwik@coralsprings.org	7958	complete	

1415	Rock Sculpture	7710 Wiles Road	Coral Springs	Fl	33065	954-384-1184	hgonzalez@coralsprings.org	3936	complete
1416	CS Police window replacement	2801 Coral Springs Drive	Coral Springs	Fl	33065	954-384-1184	hgonzalez@coralsprings.org	4710	complete
1417	CSWTP	10300 NW 11th Manor	Coral Springs	Fl	33065		davidm@fladistricts.com	3504	complete
1418	CS aquatic entry	12441 Royal Palm Blvd	Coral Springs	Fl	33065	954-384-1184	mmcgoun@coralsprings.org	75667	complete
1419	Eleuthrea	Eleuthrea drive	Ocean ridge	Fl	33433	561-732-2635	kschenck@oceanridgeflorida.com	201047	complete
1420	Gulfstream ADA requirements	100 Sea Road	Gulfstream	Fl	33483		btrasher@gulfstream.org	26728	complete
1421	Mullins Park	1000 NW 29th Street	Coral Springs	Fl	33065	954-344-1101	ggordon@coralsprings.org	6858	complete
1422	Ben geiger sidewalks	99th ave and 29th Street	Coral Springs	Fl	33065	954-344-1101	ggordon@coralsprings.org	12380	complete
1423	Boynton City Hall	100 E. Boynton Beach Blvd	Boynton Beach	Fl	33067	561-742-6400	kramsey@bbfl.us	74428	complete
1424	Margate WWTP	5790 Margate Blvd	Margate	FL	33063	954-972-8126	smay@margatefl.com	214967	complete
1425	F/S 48	8560 Hypoluvxo	Lake Worth	FL		561-233-0200	ravery@pbc.gov	386860	complete
1426	CS police station	2801 Coral Springs Drive	Coral Springs	FL	33065	954-384-1184	hgonzalez@coralsprings.org	1987	complete
1427	Bryce bldg	810 NW 45th Street	Oakland Park	FL	33334		tmurrayclan@bellsouth.net	20150	complete
1428	F/S 5	High Ridge road	Boynton Beach	Fl	33426	561-742-6400	kramsey@bbfl.us	17990	complete
1429	Stan Goldman Park	800 Knights Road	Hollywood	Fl	33020	954-921-3900	wwernecke@hollywoodfl.org	336866	complete
1430	Aquatic center sign	1241 Royal Palm Blvd	Coral Springs	Fl	33065	954-384-1184	mmcgoun@coralsprings.org	12881	complete
1431	Denson pool	100 E. Boynton Beach Blvd	Boynton Beach	fl	33426	561-742-6400	kramsey@bbfl.us	48677	complete
								2090549	
	2015 Projects								
1501	Center for the Arts repair	2855 Coral Springs Drive	Coral Springs	Fl	33065	954-384-1184	hgonzalex@coralsprings.org	1796	complete
1502	Jupiter reef Club	5 North A1A	Jupiter	Fl	33477	561-745-7151	jeff.castner@jupiterbeachresort.com	38550	complete
1503	CS Maint . Facility	4181 NW 121st Ave	Coral Springs	Fl	33065	954-384-1184	hgonzalez@coralsprings.org	39667	complete
1504	Pompano Tile	119 S. Federal HWY	Pompano Beach	Fl	33069	954-642-1993	juhl@pompanotile.com	28543	complete
1505	Desantis	100 SE 2nd Ave	Pompano Beach	FL	33069	754-366-5050	jim@jimdesantis.com	34599	complete
1506	Coral springs public works	3671 NW 98th terrace	Coral Springs	FL	33065	954-384-1184	ggordon@coralsprings.org	8267	complete
1507	CS aquatic center	12441 Royal Palm Blvd	Coral Springs	Fl	33065	954-384-1184	mmcgoun@coralsprings.org	5870	complete
1508	Inlet cay Sabal Island	Inlet cay	Ocean Ridge	Fl	33433	561-732-2635	kschenk@oceanridgeflorida.com	77930	complete
1509	Four Seasons	Parkland	Parkland	FL	33072	561-509-2500	griggs@khovanian	399500	complete
1510	Country Estates Trail	18900 Griffin Road	Southwest Ranches	Fl	33322	954-434-0008	jromance@southwestrances.org	79050	complete
1511	Mullins Park Countertops	1000 NW 29th Street	Coral Springs	Fl	33065	954-345-2112	lgoldstein@coralsprings.org	14536	complete
1512	West Courthouse signage	33448 State Road 80	Belle Glade	Fl		561-233-0200	lfeldkamp@pbc.gov	10720	complete
1513	Cypress Park Bridge	1300 Coral Springs Drive	Coral Springs	FL	33071	954-345-2200	lgoldstein@coralsprings.org	9966	complete
1514	CS police platforms	2801 Coral Springs Drive	Coral Springs	FL	33071	954-384-1184	hgonzalez@coralsprings.org	9690	complete
1515	Margate WWTP	6630 NW 9th Street	Margate	FL	33063	954-972-8126	jeanineathias@margatefl.com	290702	complete
1516	Mullins Park pavers	2801 Coral Springs Drive	Coral Springs	FL	33069	954-345-2112	rengle@coralsprings.org	11613	complete
1517	WUD bldg	9405 Jog Road	Boynton Beach	FL	33426	561-233-0200	lfeldkamp@pbc.gov	22500	complete
1518	Belle Glade Health Center	State Road 80	Belle Glade	FL		561-233-0200	awebster@pbc.gov	71040	complete
1519	CS covered Bridge	4550 NW 95th Ave	Coral Springs	FL	33065	954-384-1184	hgonzalez@coralsprings.org	29375	complete
1520	Lucas lagoons	10185 NW 69th Ave	Parkland	FL		561-7191360	debby@lucaslagoons.com	47875	complete
1521	MLK foundation	3151 University Drive	Coral Springs	FL	33065	954-384-1184	hgonzalez@coralsprings.org	6975	complete
1522	Botanical	531 N. Military	WPB	Fl		561-233-0200	lfeldkamp@pbc.gov	7795	complete
1523	Curb replacement NW 27th court	27th Court	Coral Springs	Fl	33065	954-384-1184	hgonzalez@coralsprings.org	10850	complete
1524	PBSO gun range	21500 Southern Boulevard	Loxahatchee	Fl		561-233-0200	tmcnamara@pbcgov.org	84370	complete
1525	Gulfstream Town hall	100 Sea Road	Gulfstream	Fl	33438		btrasher@gulfstream.org	7900	complete
1526	Gulfstream town hall columns	100 Sea Road	Gulfstream	FL	33438		btrasher@gulfstream.org	1800	complete
1527	CS police station	4200 NW 121st Ave	Coral Springs	FL	33065	954-346-1783	lbermudez@coralsprings.org	6900	complete
								1358379	0
	2016 Projects								
1601	CS drain pipe repair	Atlantic Blvd	Coral Springs	Fl	33065	954-384-1184	fgross@coralsprings.org	13004	complete
1602	Old School house road	old School House Road	Gulf Stream	Fl	33438	561-276-5116	btrasher@gulfstream.org	29785	complete
1603	CS tennis Center	12441 Royal Palm blvd	Coral Springs	Fl	33065	954-345-2112	rengle@coralsprings.org	23450	complete
1604	Parkland Isles	Nob Hill Road	Parkland	Fl		954-752-8119	bbrewin@unitedproperties.com	920043	complete
1605	TI T101	2101 West Atlantic	pompano beach	Fl	33069	954-596-5555	ccasey@breg.net	22000	complete
1606	Covered Bridge	4550 NW 95th ave	Coral Springs	Fl	33065	954-384-1184	hgonzalez@coralsprings.org	9400	complete
1607	Artwalk	9405 NW 34th Court	Coral Springs	Fl	33065	954-384-1184	latria@coralsprings.org	7960	complete
1608	Riverside drainage	50th street	Coral Springs	Fl	33065	954-384-1184	ggordon@coralsprings.org	4800	complete

1609	Boynton Water Utilities	124 E Boynton Beach	Boynton Beach	fl	33435	561-742-6435	kramsey@bbfl.org	12870	complete
1610	WUD #8	1500 Jog Road	West Palm Beach	Fl	33417	561-233-0200	Aarnold@pbc.gov	92500	complete
1611	810 Datura Street	810 Datura Street	West Palm Beach	Fl	33417	561-233-0200	Aarnold@pbc.gov	197000	complete
1612	WUD #8 Filter	1500 jog Road	West Palm Beach	Fl	33417	561-2330200	Aarnold@pbc.gov	227927	complete
1613	4 points	50 S. Military trail	West Palm Beach	Fl	33417	561-233-0200	Aarnold@pbc.gov	7900	complete
1614	Gulfstream Town Hall	100 Sea Road	Gulf Stream	Fl	33438	561-276-5116	btrasher@gulfstream.org	11460	complete
1615	Oceanfront Park	6415 Oceanfront Park	Ocean Ridge	Fl	33435	561-307-2185	gmootz@bbfl.org	28100	complete
1616	Vista Center catwalk	2300 Jog Road	West Palm Beach	Fl	33417	561-233-0200	Aarnold@pbc.gov	59697	complete
1617	Forest Hills Park	2500 Forest Hills Blvd	Coral Springs	Fl	33065	954-384-1184	rengle@coralsprings.org	11800	complete
1618	Global Garlic	11500 NW 107th Street	Medley	Fl	33178	305-303-2251	claudia@navas.com	24000	complete
1619	Cypress Park slide		Coral Springs	Fl	33065	954-384-1184	rengle@coralsprings.org	242000	complete
1620	Aquatic fitness bathrooms	12441 Royal Palm blvd	Coral Springs	Fl	33065	954-384-1184	latria@coralsprings.org	44400	complete
1621	John Williams Park	441 & sheridan	Hollywood	Fl	33020	954-921-3900	wwemecke@hollywood.org	19800	complete
1622	Turtle Run Park	Turtle Run and Wiles Road	Coral Springs	Fl	33065	954-384-1184	rengle@coralsprings.org	9560	complete
1623	PBC government Center	301 N. Olive	West Palm Beach	Fl		561-233-0200	Aarnold@pbc.gov	19700	complete
1624	Atum Services	1500 West Cypress Park	Ft. Lauderdale	Fl	33309	315-263-4747	andrewlombardo@atumservices.com	6600	complete
1625	Dubois Park	19075 Dubois Road	Jupiter	Fl	33477	561-233-0200	Aarnold@pbc.gov	10920	complete
1626	PBC Public defender	Gun Club Road	West Palm Beach	Fl		561-233-0200	Aarnold@pbc.gov	22440	complete
1627	Center for the Arts	2955 Coral Springs Drive	Coral Springs	Fl	33065	954-384-1184	hgonzalez@coralsprings.org	16011	compete
1628	Palmetto Park	9th street	Boynton Beach	Fl	33435	561-272-6000	gmootz@bbfl.org	17500	complete
1629	Meadows Basin	78th terrace	Coral Springs	Fl	33065	954-384-1184	ggordon@coralsprings.org	133666	complete
1630	South county Doors	15700 Jog Road	Delray	Fl	33446	561-233-0200	Aarnold@pbc.gov	52200	complete
1631	Greenway Bike Bath	222 NE 9th ave	Boynton Beach	Fl	33435	561-272-6000	kramsey@bbfl.org	7250	complete
								2305743	
	2017 Projects								
1701	High Ridge Security	4200 N. Australian Way	West Palm Beach	Fl		561-233-0200	Aarnold@pbc.gov	54750	complete
1702	WTP #9	22438 SW 7th Street	Boca Raton	Fl		561-233-0200	wmunker@pbc.gov	84900	complete
1703	Tennis Center pavers	12441 Royal Palm Blvd	Coral Springs	Fl		754-368-5855	rengle@coralsprings.org	4550	complete
1704	Oceanfront Bathrooms	6415 N. Ocean Blvd	Ocean Ridge	Fl	33435		gmootz@bbfl.org	24950	complete
1705	Safety Town	Ramblewood Dr	Coral Springs	Fl	33065		rengle@coralsprings.org	4800	complete
1706	Betti Stradling Park	Wiles and Coral springs Drive	Coral Springs	Fl	33065		rengle@coralsprings.org	7500	complete
1707	Ocean Inlet Park	6970 Ocean Blvd	Boynton Beach	Fl	33435	561-233-0200	wmunker@pbc.gov	147900	complete
1708	Caseras @Parkland GC	7521 Old Thyme Court	Parkland	Fl	33067	954-752-8119	bbrewin@unitedcommunities.com	29900	complete
1709	Bldg #29 Boca Raton	1301 Glades Road	Boca Raton	Fl	33431		tgarcia@myboca.us	842971	complete
1710	Westside Facility	4181 NW 121st	Coral Springs	Fl	33065	954-344-1101	hgonzalez@coralsprings.org	81374	complete
1711	Sample Road	10250 West Sample Road	Coral Springs	Fl	33065	954-344-1101	ggordon@coralsprings.org	19300	complete
1712	Center for the Arts	2855 Coral Springs Drive	Coral Springs	Fl	33065	954-344-1101	hgonzalez@coralsprings.org	20960	complete
1713	Gulfstream Roads	100 Sea Road	Gulf Stream	Fl	33483	561-276-5116	gdunham@gulfstream.org	11900	complete
1714	Oology	5297 West Copans	Margate	Fl		561-393-1690	linda.schwartz@cbre.com	9880	complete
1715	FIU	11290 SW 12th st	Miami	Fl		954-495-1255	nallgeyer@mosscm.com	152760	complete
1716	Oyer Park	100 East Boynton Beach Blvd	Boynton Beach	Fl	33425	561-628-8638	kramsey@bbfl.org	20500	complete
1717	225 North Federal	225 Nort Federal	Pompano Beach	Fl	33069	410-991-1325	matthew.mcshea@cbre.com	144900	complete
1718	Pistol Range Boynton	3501B Congress Ave	Boynton Beach	Fl	33425		gmootz@bbfl.org	6448	complete
1719	Isle Del Sol	5961 SW 20th Street	Plantation	fl		954-752-8119	bbrewin@unitedcommunities.com	7900	complete
1720	Royal Palm Blvd	8500 Royal Palm Blvd	Coral Springs	Fl	33065	954-344-1101	ggordon@coralsprings.org	17250	complete
1721	CS Charter School	3025 University	Coral Springs	Fl	33065	954-344-1101	hgonzalez@coralsprings.org	9990	complete
1722	900 Atlantic	900 Atlantic	Del Ray	Fl	33444	561-441-4200	suetauri@aol.com	120990	complete
1723	2450 Powerline	2450 Powerline	Pompano Beach	Fl	33069	410-991-1325	matthew.mcshea@cbre.com	86100	complete
1724	GCC bollards	301 N. Olive Rd	West Palm Beach	Fl		561-233-0200	Aarnold@pbc.gov	14500	complete
								1926973	

2018 Projects

1801	The Walk	2700 University	Coral Springs	FL	33065	954-344-1101	rstein@coralsprings.org	21950	complete
1802	Camino Bridge	Camino Real Road	Boca Raton	Fl	33431	770-402-9964	mandi.tenntson@kiewit.com	131117	complete
1803	Boynton Little League	300 Woolbright	Boynton Beach	Fl	33425	561-307-2185	gmootz@bbfl.org	160607	complete
1804	Haverhill Basketball	5470 Belevedere Road	Haverhill	Fl		561 232-0200	Aarnold@pbc.gov	194675	complete
1805	Curb replacement	100th Ave	Coral Springs	Fl	33065	954-344-1101	ggordon@coralsprings.org	35912	complete
1806	Cs dugouts	1301 Coral Springs Drive	Coral Springs	Fl	33065	954-344-1101	lbermudez@coralsprings.org	42000	complete
1807	Betti Stradling	Wiles and Coral Springs drive	Coral Springs	Fl	33065	954-344-1101	lbermudez@coralsprings.org	21500	complete
1808	The Crossings	Wiles Road	Coral Springs	Fl	33065		scott@tmg-propertymanagement	65361	complete
1809	801 Palm Trail	801 Palm Trail	Delray Beach	FL	33344		tperry@markaperrypa.com	18720	complete
1810	Boynton Tennis Center	3111 S. Congress	Boynton Beach	Fl	33425		gmootz@bbfl.org	11800	complete
1811	CS window repairs	2855 Coral Springs Drive	Coral springs	FL	33065	954-344-1101	lbermudez@coralsprings.org	6430	complete
1812	CS Police Station Floor	2801 coral springs Dr	Coral Springs	Fl	33065	954-344-1101	lbermudez@coralsprings.org	2575	complete
1813	Palm Tran	150 Clearwater	WPB	Fl	33417	561-233-0200	Aarnold@pbc.gov	51150	complete
1814	CS Museum cabinets	2855 Coral Springs Drive	Coral Springs	Fl	33065	954-344-1101	lbermudez@coralsprings.org	21480	complete
1815	CS Drainage repair	10404 NW 9th Ave	Coral Springs	Fl	33065	954-344-1101	ggordon@coralsprings.org	18700	complete
1816	Boynton Public Works	222 NE 9th ave	Boynton Beach	Fl	33435	561-307-2185	gmootz@bbfl.org	261557	complete
1817	Boynton City Hall	2045 High Ridge	Boynton Beach	Fl	33435	561-307-2185	gmootz@bbfl.org	24475	complete
1818	900 East Atlantic	900 East Atlantic	Delray Beach	Fl	33444	561-441-4200	suetauri@aol.com	98660	complete
1819	Boynton PD	2405 High Ridge	Boynton Beach	FL	33435	561-307-2185	gmootz@bbfl.org	52116	complete
1820	Mainlands	7100 W. 76th street	Tamarac	Fl			molmeda@floridablacktopinc.com	19610	complete
1821	Andrews Ave Bridge	Andrew Ave	Ft. Lauderdale	Fl		954-734-5846	jackson.bowers@kiewit.com	0	cancelled
1822	2204 & 2205 NW 22nd street	2204 NW 22nd street	Pompano Beach	FL	33069		les@concretepumpdepot.com	24320	complete
1823	Drying Bed	1401 W. Glades road	Boca Raton	Fl	33431		rhunt@myboca.us	314667	complete
1824	900 East Atlantic	900 East Atlantic	Delray Beach	Fl	33444	561-441-4200	suetauri@aol.com	12740	complete
1825	Bldg 29,33,52	1401 Glades Road	Boca Raton	Fl	33431		tgarcia@myboca.us	855000	complete
1826	Denson Pool	222 NE 9th Ave	Boynton Beach	FL	33435		gmootz@bbfl.org	7850	complete
	TOTAL							2474972	0

2019 Projects

1901	Covered Bridge	Wiles Road	Coral Springs	Fl	33065	954-344-1101	ggordon@coralsprings.org	85867	compete
1902	Fire Station 3	3501 Congress	Boynton Beach	Fl	33435	561-3072185	gmooz@bbfl.or	13900	complete
1903	Boynton Museum	101 East Ocean	Boynton Beach	Fl	33435	561-307-2185	gmooz@bbfl.or	38925	complete
1904	Coral springs canal clearing	Coral Ridge Drive	Coral Springs	Fl	33065	954-344-1101	ggordon@coralsprings.org	38500	complete
1905	Palm Beach EOC soundproofing	101 s. Military Trail	West Palm Beach	FL	33417	561-232-0200	Aarnold@pbc.gov	28500	complete
1906	Trimar	8440 NW 64 Street	Miami	Fl	33178		claudia@navis.com	13220	complete
1907	Golden Acres	1050 NW 18th Drive	Pompano Beach	Fl	33069	954-972-1444	goldenacres@nelsonasc.com	26500	complete
1908	Golfview Condo	3883 Gulfstream Road	Gulfstream	Fl	33483		tperry@markaperrrypa.com	11500	complete
1909	Tennis Center	2800 Sportsplex Drive	Coral Springs	Fl	33065		jellis@coralsprings.org	6720	complete
1910	Turtle Run	Turtle Run and Sample	Coral Springs	FL	33065	954-721-8681	dbaldis@gmssf.com	637070	complete
1911	Cypress Park racquetball	1200 Coral Springs Drive	Coral Springs	Fl	33065	954-344-1839	jellis@coralsprings.org	14500	complete
1912	Rolling Green	515 NW 14th court	Boynton Beach	Fl	33435	561-307-2185	gmooz@bbfl.or	117303	complete
1913	Fleet relocation doors	222 NE 9th Ave	Boynton Beach	Fl	33435	561-307-2185	gmooz@bbfl.or	63597	complete
1914	Fire station 5	2080 High Ridge Road	Boynton Beach	Fl	33435	561-307-2185	gmooz@bbfl.or	125777	complete
1915	Corporate Sign	Sample and 120th Ave	Coral Springs	Fl	33065	954-344-1101	ggordon@coralsprings.org	4800	complete
1916	CS police station	2801 Coral Springs Drive	Coral Springs	Fl	33065	954-344-1101	ggordon@coralsprings.org	2450	complete
1917	Daggerwing Park		Boca Raton	fl	33434	561-233-0200	Aarnold@pbc.gov	377667	complete
1918	Rolling green columns	515 NW 14th Court	Boynton Beach	fl	33435	561-307-2185	gmooz@bbfl.or	8950	complete
1920	Public Works columns	222 NE 9th Ave	Boynton Beach	Fl	33435	561-3072185	gmooz@bbfl.or	12220	complete
1921	NW66th	NW66th	Coral Springs	Fl	33065	954-344-1101	ggordon@coralsprings.org	88000	complete
1922	Security Property	103 SE 4th Ave	Delray Beac	Fl	33483		tperry@markaperrrypa.com	8900	complete
1923	Cypress Park Windows	1301 Coral Springs Drive	Coral Springs	Fl	33065	954-344-1101	ggordon@coralsprings.org	7500	complete
1924	FS 2	2615 Woolbright Road	Boynton Beach	Fl	33435	561-3072185	gmooz@bbfl.or	29700	complete
1925	Turtle Run Walls	Turtle Run Blvd	Coral Springs	Fl	33065	954-721-8681	dbaldis@gmssf.com	167667	complete
1926	900 East Atlantic	900 East Atlantic	Delray Beac	fl	33444	561-441-4200	suetauri@aol.com	37000	complete
1927	Public Works painting	222 NE 9th Ave	Boynton Beach	Fl	33426	561-370-21885	gmooz@bbfl.or	15260	complete

1928	110 East Atlantic	110 East Atlantic	Delray Beach	Fl	33444	561-234-9062	danielle@menin.com	109000	complete
1929	Boynton Water Utilities	5469 W. Boynton Beach Blvd	Boynton Beach	FL	33437	561307-2185	gmooz@bbfl.or	105000	complete
1930	CS peace and Love	12400 Sportsplex Dr	Coral Springs	Fl	33065	954344-1000	ggordon@coralsprings.org	83000	complete
	Total							2278993	
	2020 Projects								
2001	Coral Springs Misc	9500 West Sample Road	Coral Springs	FL	33065	954-344-1000	ggordon@coralsprings.org	80421	complete
2002	Public Works Pressure Wash	222 NE 9th Ave	Boynton Beach	Fl	33435	561-307-2185	gmootz@bbfl.org	23900	complete
2003	Boynton Little league	300 West Woolbright	Boynton Beach	Fl	33435	561-307-2185	gmootz@bbfl.org	27000	complete
2004	Fire station 3	Miner and Congress	Boynton Beach	Fl	33435	561-307-2185	gmootz@bbfl.org	6500	complete
2005	South County Civic Center	16700 Jog Road	Delray	Fl	33434	561-233-0200	alongo@pbc.gov	5900	complete
2006	Artwalk	University dr	Coral Springs	Fl	33065	954-344-1100	ggordon@coralsprings.org	16550	complete
2007	Intracoastal Pavilions	2240 North Federal Hwy	Boynton Beach	Fl	33435	561-307-2185	gmootz@bbfl.org	45450	complete
2008	Community Park	5801 Coral Springs Drive	Coral Springs	FL	33065	954-344-1000	ggordon@coralsprings.org	19317	complete
2009	Fume Hoods	1401 West Glades Road	Boca Raton	Fl	33431		rhunt@myboca.us	487400	complete
2010	Pistol Range windows	3501B Congress Ave	Boynton Beach	Fl	33435	561-307-2185	gmootz@bbfl.org	24250	complete
2011	Pistol Range concrete	3501B Congress Ave	Boynton Beach	Fl	33435	561-307-2185	gmootz@bbfl.org	74000	complete
2012	Coral Springs Utilities	3800 NW 85th Ave	Coral Springs	Fl	33065	954-344-1101	ggordon@coralsprings.org	24000	complete
2013	Pioneer Park	848 NE13th Ave	Boynton Beach	Fl	33435	561-307-2185	gmootz@bbfl.org	31180	complete
2014	Veterans Park	100 Wollbright	Boynton Beach	Fl	33435	561-307-2185	gmootz@bbfl.org	4500	complete
2015	Historic Courthouse	300 N. Dixie Highway	West Palm Beach	Fl		561-233-0200	alongo@pbc.gov	37425	complete
2016	Coral Bay	Sunset Circle	Margate	Fl		954-721-8681	dbaldis@gmssf.com	10899	complete
2017	Boca Raton Airport	903 NW 35th Street	Boca Raton	Fl	33431	561-391-2202	travis@bocaairport.com	286248	complete
2018	Mullins Park	Coral Springs Drive	Coral Springs	Fl	33065	954-345-2149	cgumula@coralsprings.org	29700	complete
2019	Fire Station 2 & 4	1900 Federal Hwy	Boynton Beach	Fl	33435	561-307-2185	gmootz@bbfl.org	110800	complete
2020	Ezell Hester Restrooms	1901 N. Seacrest Blvd	Boynton Beach	Fl	33435	561-307-2185	gmootz@bbfl.org	155717	complete
2021	Ezell Hester windows	1901 N. Seacrest Blvd	Boynton Beach	FL	33435	561-307-2185	gmootz@bbfl.org	62200	complete
2022	Boynton Public Works	222 NE 9th Ave	Boynton Beach	Fl		561-307-2185	gmootz@bbfl.org	112651	complete
2023	28th Street	28th Street	Coral Springs	Fl	33065	954-344-1100	ggordon@coralsprings.org	107215	complete
2024	Boynton PD	Highrdge road	Boynton Beach	Fl	33435	561-307-2185	gmootz@bbfl.org	44000	complete
2025	Lots 55-58	4100 NW Turtle Run Blvd	Coral springs	Fl	33065	954-520-0515	dbaldis@gmssf.com	191275	complete
2026	High Ridge Security Doors	4200 N. Australian	West Palm Beach	Fl		561-233-0200	Aarnold@pbc.gov	133500	complete
2027	Westview	Westview and Coral Springs Drive	Coral Springs	Fl	33065	954-344-1100	ggordon@coralsprings.org	19175	complete
2028	Glades Office	2976 Stae Road 15	Belle Glade	Fl	24310	561-233-0200	Aarnold@pbc.gov	44475	complete
2029	FS 71	11800 NW 41st Street	Coral Springs	Fl	33065	954-344-1100	ggordon@coralsprings.org	11950	complete
2030	Carpenter Facility	9500 West Sample Road	Coral Springs	Fl	33065	954-344-1100	mzabar@coralsprings.org	60059	complete
2031	Aquatic fitness center	12441 Royal Palm Blvd	Coral springs	Fl	33065	954-344-110	ggordon@coralsprings.org	58720	complete
2032	CS Chamber of Commerce	Heron Bay	Coral Springs	fFl	33065	954-344-1100	ggordon@coralsprings.org	34000	complete
2033	Isles East	1201 NW 119th Ave	Coral Springs	Fl	33071		isleseastboard@gmail.com	26050	complete
2034	Bldg 27 & 48	1401 Glades Road	Boca Raton	Fl	33431	561-338-7364	rhunt@myboca.us	1515000	complete
2035	Valley Gutters	10952 NW 21st	Coral Springs	Fl	33065	954-344-1100	ggordon@coralsprings.org	31265	complete
2036	CS Maintenanace Facility	4181 NW 121st Ave	Coral Springs	Fl	33065	954-344-1100	ggordon@coralsprings.org	19500	complete
2037	Ramblewood ADA	Ramblewood	Coral Springs	Fl	33065	954-344-1100	ggordon@coralsprings.org	58555	complete
2038	Coral Springs Drive sidewalks	Coral Springs Drive	Coral Springs	Fl	33065	954-344-1100	ggordon@coralsprings.org	14750	complete
2039	Speed humps	Shadow wood Blvd	Coral Springs	Fl	33065	954-344-1100	ggordon@coralsprings.org	15750	complete
2040	Coral Bay sidewalks	Coral Bay	Margate	Fl	33065	954-520-0515	dbaldis@gmssf.com	17875	complete
	2101 Projects							4079122	0
2101	Southern Blvd Entry Feature	1050 Royal Palm Blvd	Royal Palm Beach	Fl	33411	561-790-0221	engpermits@royalpalmbeach.com	176377	complete
2102	Oyer Park	2101 Federal Hwy	Boynton Beach	Fl	33435	561-307-2185	gmootz@bbfl.org	137000	complete
2103	Betti Stradling	Wiles and Remsback	Coral Springs	Fl	33065	954-344-1100	cgumula@coralsprings.org	24500	complete
2104	Cypress Park Bridge	1201 Coral Springs Drive	Coral Springs	Fl	33065	954-344-1100	cgumula@coralsprings.org	13900	complete
2105	Coral Bay Fay's Cove	Coral Bay	Margate	Fl	33065	954-520-0515	dbaldis@gmssf.com	29710	complete
2106	Coral Springs City Hall	9500 West Sample Road	Coral Springs	Fl	33065	954-344-1100	mzabar@coralsprings.org	221987	complete
2107	Boynton Museum	100 East Ocean	Boynton Beach	Fl	33435	561-307-2185	gmootz@bbfl.org	82220	complete
2108	Boca Raton Housing authority	2333 West Glades	Boynton Beach	Fl	33431	561-582-5622	kimdell@kd-architect	404000	complete

2109	Sample Road ADA	Sample Road	Coral Springs	Fl	33065	954-344-1100	ggordon@coralsprings.org	cancelled	0
2110	Palm Beach Convention Center	650 Okeechobee Blvd	West Palm Beach	Fl		561-233-2054	cwoods@pbc.gov	197000	50000
2111	Sartory Hall	NW 29th streer	Coral Springs	Fl	33065	954-344-1100	lroddette@coralsprings.org	18710	complete
2112	S-6 pump station Kiewit	Palm Beach county	West Palm Beach	Fl	33323	770-371-3023	chantel.mirecki@kiewit.com	256000	6500
2113	Florida Blacktop	1287 West Atlantic Blvd	Pompano beach	Fl	33069	954-943-9700	mnunziata@floridablacktopinc.com	29800	complete
								1591204	
	2201 Projects								
2201	FS #15	6000 Hiatus Road	Tamarac	Fl	33321	954-597-3566	rhonda.kaplan@tamarac.org	46750	complete
2202	Commerce Center	Lakes 5 & 6	Coconut Creek	Fl	33073	561-742-4730		418000	complete
2203	Commerce Center	Lake 2	Coconut Creek	Fl	33073	561-742-4730		162000	162000
2204	Boynton Golf Links	8020 Jog Road	Boynton	Fl	33435	561-628-8638	kramsey@bbfl.us	245000	complete
2205	Boynton Womens Club	1010 S. Federal	Boynton	Fl	33435	561-628-8638	kramsey@bbfl.us	115000	complete
2206	Boynton Fleet	222 NE 9th Ave	Boynton	Fl	33435	561-628-8638	kramsey@bbfl.us	23700	complete
2207	Plantation North Pier	12050 W. Sunrise	Plantation	Fl	33323	954-452-2549	jcannon@plantation.org	39900	complete
2208	Betti Stradling	Wiles and Remsberg	Coral Springs	Fl	33065	954-344-1101	jwaslh@coralsprings.org	48100	complete
2209	Midway	2608 NE 16th Ave	Wilton Manors	Fl	33334	561-742-4730	sadams@midwaycare.org	57500	complete
2210	FS 55	Belvedere Road	Boca Raton	Fl	33434	561-233-0200	Aarnold@pbc.gov	340000	45000
2211	S-701	Cutler bay	Miami	Fl	33430	770-371-3023	chantel.mirecki@kiewit	219000	219000
2212	Oyer pier	2101 Federal Hwy	Boynton Beach	Fl	33430	561-628-8638	kramsey@bbfl.us	92500	complete
2213	SW 15th Street	SW70th ave to SW 61st ave	North Lauderdale	Fl	33068	954-597-4757	nbuckeridge@nlauderdale.org	285000	complete
2214	Coral Bay Peninsula Tower	3135 Cape Circle	Margate	Fl	33063	786-352-1110	jpadilla@gmssf.com	27615	complete
2215	Riverside Park	205 Coral Ridge Drive	Coral Springs	Fl	33065		jellis@coralsprings.org	39000	12000
								2159065	494500
	2301 Projects								
2301	Riverside Park Shades	205 Coral Ridge Drive	Coral Springs	Fl	33071		jellis@coralsprings.org	48500	complete
2302	WUD canopy	8100 Forest Hill Blvd	West Palm Beach	Fl			wmunker@pbc.gov	360440	347000
2303	Cypress Park Pedestrian Bridge	1300 Coral Springs Drive	Coral Springs	Fl	33065		jellis@coralsprings.org	90000	complete
2304	Community Center	2915 Sportsplex Drive	Coral Springs	Fl	33065		jellis@coralsprings.org	114000	40000
2305	Cypress Cove	NW 18th street	Margate	Fl			jpadilla@gmssf.com	524095	507000
2306	FS 34	6151 Bailey Road	North Lauderdale	Fl	33068		nbuckeridge@nlauderdale.org	16400	complete
2307	99th Ave	99th Ave and Royal Palm Blvd	Coral Springs	Fl	33065		ggordon@coralsprings.gov	125635	complete
2308	one million storage tank	2611 Woolbright	Boynton Beach	Fl	33435		gmootz@bbfl.us	105000	complete
2309	Lift station 316	4753 Golf Road	Boynton Beach	Fl	33435		gmootz@bbfl.us	107950	12000
2310	Lift Station 801	10021 Lawrence Road	Boynton Beach	Fl	33435		gmootz@bbfl.us	59395	35000
2311	Hillsboro Roundabout	Hillsboro	Parkland	Fl	33435		gmootz@bbfl.us	288000	288000
2312	Roof Drainage	1620 Seacrest blvd	Boynton Beach	Fl	33435		gmootz@bbfl.us	163875	163875
2313	Lift Station 319	8020 Lawrence Road	Boynton Beach	Fl	33435		gmootz@bbfl.us	105150	65000
2314	Pence Park lift station	600 SE 4th Street	Boynton Beach	Fl	33435		gmootz@bbfl.us	24375	complete
2315	Fire Dept Training Center	4180 NW 120th Street	Coral Springs	Fl	33065			101280	101280
								2234095	2053655

CORAL SPRINGS
EVERYTHING UNDER THE SUN

NON-COLLUSIVE AFFIDAVIT

State of FLORIDA)
)ss.
County of PALM BEACH)

JOHN B. ZAM being first duly sworn, deposes and says that:

(1) He/she is the PRESIDENT / OWNER (Owner, Partner, Officer, Representative or Agent) of AUZCO INC the Offeror that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

JOHN B. ZAK
(Printed Name)

PRESIDENT
(Title)

ACKNOWLEDGEMENT

State of FLORIDA
County of PALM BEACH

The foregoing instrument was acknowledged before me this 21 day of AUGUST, 2023, by JOHN B. ZAK, 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

Meloney L. Roy
NOTARY PUBLIC

MELONEY L. ROY
Commission # GG 978014
Expires August 12, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

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

CORAL SPRINGS
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OFFEROR'S QUALIFICATION STATEMENT

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

SUBMITTED TO: City of Coral Springs
Purchasing Manager
City Hall

ADDRESS: 9500 West Sample Road
Coral Springs, Florida 33065

CIRCLE ONE

(Corporation)
Partnership
Individual
Other

SUBMITTED BY: AN2CO INC.

NAME: JOHN B. ZAK

ADDRESS: 9671 CAROUSEL CIRCLE SOUTH
BOCA RATON, FL. 33434

TELEPHONE NO. 561-699-3602

FAX NO. 954-532-2622

E-MAIL ADDRESS: JZAK@AN2COINC.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 Offeror is: AN2CO INC
The address of the principal place of business is:
1009 NW 31ST AVE POMPANO BEACH, FL 33069

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

a. Date of Incorporation: 1/2007
b. State of Incorporation: FLORIDA
c. President's name: JOHN B. ZAK
d. Vice President's name: CAROL L. ZAK
e. Secretary's name: CAROL L. ZAK
f. Treasurer's name: JOHN B. ZAK
g. Name and address of Resident Agent:

JOHN B. ZAK 9671 CAROUSEL CIRCLE SOUTH
BOCA RATON, FL. 33434

3. If Offeror 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 Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror 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?

   16 YEARS

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

   NONE

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. **Please attach certificate of competency and/or state registration.**

   CGC1518065

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

NO

9. 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).

GLEN GOLDEN 9500 W. SAMPLE RD CS 33065 954-818-6543
(name) (address) (phone number)

GAIL HOOTZ 100 EAST OCEAN BOYNTON BEACH 561-307-2185
(name) (address) (phone number)

NEIL BUCKENLOER 701 SW 71ST AVE 954-448-5241
(name) (address) NORTH LAUDERDALE (phone number)

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

JOHN ZAK CIVIL ENGINEER
EARL GREEN UNDERGROUND FOREMAN

11. State the name of the individual who will have personal supervision of the work:

JOHN B. ZAK

12. Lawsuits involving the entity submitting the response (Corporation, Partnership, LLC, or any other form of legal entity) or individuals with more than 10% of interest in the entity.

a. List all pending lawsuits:

NONE

b. List all lawsuits which have been completed within the past five (5) years:

NONE

THE OFFEROR 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 OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'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 DADE BRAN

The foregoing instrument was acknowledged before me this 21 day of AUGUST, 2023 by JOHN D. ZAL of AUCO INC, 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.

Meloney L. Roy

NOTARY PUBLIC

MELONEY L. ROY
Commission # GG 978014
Expires August 12, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

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

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, JOHN B. ZAK, on behalf of ANZCO INC,
Print Name Company Name

certifies that ANZCO INC. does not:
Company Name

1. Participate in a boycott of Israel.

JOHN B. ZAK
Signature

PRESIDENT
Title

8/29/23
Date

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: AUGUST 21, 2023 Signed: _____

Entity: AUZCO INC Name: JOHN B. ZAK

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 21 day of AUGUST, 2023, by JOHN B. ZAK, as PRESIDENT for AUZCO INC, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Meloney L. Roy State of Florida at Large (Seal)

Print Name: Meloney L. Roy My commission expires: _____

MELONEY L. ROY
Commission # GG 978014
Expires August 12, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations 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 response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has 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 actions 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 proposal 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 proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, 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 any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

ADZCO INC
BUSINESS NAME

PROVIDER'S SIGNATURE

CORAL SPRINGS
EVERYTHING UNDER THE SUN

DATE: August 9, 2023

LOI NO.: 23-B-311

ADDENDUM NO. 1
GENERAL CONTRACTING SERVICES – VARIOUS UTILITIES & STREETS PROJECTS

Addendum is being issued in response to received Request for Information & for clarification purposes:

1. Do we need to price items and submit with the proposal? And if so, is there a Form with line items and quantities to be submitted? I didn't find any in the Proposal Package

    - No pricing is to be submitted with your proposal package. The selection will be based on qualifications of your firm as detailed in the solicitation.

THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE August 30, 2023 AT 2:00 P.M.

Signature

Adzco Fnc

Company

8/9/23

Date

Miguel Machuca
Assistant Purchasing Manager

Knowledge Test Results

Congratulations!

john zak (JZAK1912), your score is 100%

john zak, you successfully completed this tutorial and passed the E-Verify Knowledge Test on December 31, 2020.

Use your browser's print capability to obtain a copy of this page for your records.

To use E-Verify, select 'Exit Tutorial.'

E-Verify

REMINDER: You must visit 'View Essential Resources' to read the E-Verify User Manual, and you must print and clearly display the 'Notice of E-Verify Participation' and 'Right to Work' posters in all languages supplied by DHS.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ZAK, JOHN BRUNO

ANZCO INC
1009 NW 31ST AVE
POMPANO BEACH FL 33069

LICENSE NUMBER: CGC1518065

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/10/2023

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

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

PRODUCER
Acentria Insurance
1607 NW 136th Ave, Suite B -200
Sunrise FL 33323

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 954-731-5566 FAX (A/C, No): 954-731-8438
E-MAIL ADDRESS: wfr.certificates@acentria.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Casualty Insurance Company of America	19046
INSURER B : American Builders Insurance Company	11240
INSURER C : Admiral Insurance Company	24856
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ANZCO-1
Anzco, Inc.
9671 Carousel Circle South
Boca Raton FL 33434

COVERAGES **CERTIFICATE NUMBER:** 1230295732 **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	
C	X COMMERCIAL GENERAL LIABILITY	Y		CA00004816801	2/22/2023	2/22/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			BA-3P526990-22-42-G	11/18/2022	11/18/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			GX00000622301	2/22/2023	2/22/2024	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N/A	WCV 0088831 13	7/21/2023	7/21/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
The certificate holder is included as Additional Insured when required by written contract subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Coral Springs Building Department
9551 West Sample Road
Coral Springs FL 33065

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Agreement with Anzco, Inc...

Final Audit Report 2023-10-22

Created:	2023-10-20
By:	Miguel Machuca (mmachuca@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAa_t5Up2962IZRf7FN-UTkMJHtBu2bvOq

"Agreement with Anzco, Inc..." History

Document created by Miguel Machuca (mmachuca@coralsprings.gov)
2023-10-20 - 4:22:23 PM GMT

Document emailed to jzak@anzcoinc.com for signature
2023-10-20 - 4:23:45 PM GMT

Email viewed by jzak@anzcoinc.com
2023-10-22 - 1:27:22 PM GMT

Signer jzak@anzcoinc.com entered name at signing as John B. Zak
2023-10-22 - 2:21:53 PM GMT

Document e-signed by John B. Zak (jzak@anzcoinc.com)
Signature Date: 2023-10-22 - 2:21:55 PM GMT - Time Source: server

Document emailed to cgomez@coralsprings.gov for signature
2023-10-22 - 2:21:58 PM GMT

Email viewed by cgomez@coralsprings.gov
2023-10-22 - 6:01:17 PM GMT

Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez
2023-10-22 - 6:01:49 PM GMT

Document e-signed by Christina Gomez (cgomez@coralsprings.gov)
Signature Date: 2023-10-22 - 6:01:51 PM GMT - Time Source: server

Agreement completed.
2023-10-22 - 6:01:51 PM GMT

AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND JOHNSON-DAVIS INCORPORATED FOR GENERAL CONTRACTING SERVICES – VARIOUS UTILITIES AND STREETS PROJECTS

THIS AGREEMENT, made and entered into the _____ day of _____, 2023 (hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

JOHNSON-DAVIS INCORPORATED
a Florida profit corporation
604 Hillbrath Drive
Lantana, Florida 33462
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on August 4, 2023, the CITY issued a Request for Letter of Interest (LOI NO. 23-B-311) for General Contracting Services - Various Utilities and Streets Projects (hereinafter "LOI"); and

WHEREAS, CITY staff has reviewed the proposals and recommends that CONTRACTOR be selected for the services identified in the LOI, attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the intent of CITY is to recommend multiple awards to the City Commission and establish an approved list of qualified contractors; and

WHEREAS, the recommended contractors will provide general contracting services for various Utilities and Streets projects at various locations through the City; and

WHEREAS, the Evaluation Committee recommends the inclusion of Contractor on City's approved list; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. **PURPOSE**

2.01 CITY hereby retains the CONTRACTOR to provide general contracting services for various Utilities and Streets projects.

2.02 CONTRACTOR agrees that should the work performed by CONTRACTOR not meet CITY's standards or be to the satisfaction of CITY, CONTRACTOR shall be required to redo services described or perform any corrective measures that CITY, in its sole discretion, deem appropriate.

2.03 In the event that CONTRACTOR damages any property of CITY, CONTRACTOR agrees that it shall be responsible to either repair or replace the damaged property and that property shall be restored to its original condition.

SECTION 3. **SCOPE OF WORK**

3.01 CONTRACTOR acknowledges that its company is on an approved list of general contractor companies to be considered by City to provide general contracting and renovation repair services for various small to medium Utilities and Streets projects located throughout the City.

3.02 CONTRACTOR acknowledges and agrees to the terms and conditions provided in this Agreement.

3.03 CONTRACTOR acknowledges that from time to time CITY will contact CONTRACTOR to perform a specified project. All work to be performed by CONTRACTOR must be authorized by the City's Project Manager.

3.04 CONTRACTOR, upon notification from CITY, shall provide a proposed scope of work including the time frame for completion of the project and price, which shall include costs for materials and costs for labor for the proposed work project. Upon authorization of work by CITY'S Project Manager, CONTRACTOR shall receive a purchase order prior to the commencement of the project. The purchase order shall incorporate the authorized scope of work for the project.

3.05 CONTRACTOR shall be responsible for obtaining any permits required by CONTRACTOR before commencement of any work at the work site.

3.06 CONTRACTOR shall provide CITY on forms furnished by CITY a 100% Payment and Performance Bond when the dollar value of any individual project awarded under the contract exceed One Hundred Thousand Dollars ($100,000.00).

3.07 Prior to the commencement of any project, CONTRACTOR shall have a meeting with the Project Manager and any other party designated by CITY.

SECTION 4. CONSIDERATIONS

4.01 Should CITY request services from CONTRACTOR, such services shall be provided in accordance with a written price quote for that particular project, which is inclusive of all fees and expenses, including travel and other direct expenses.

4.02 Invoices: CONTRACTOR shall submit invoices for payment to CITY'S designated Project Manager. CITY will pay invoices submitted by CONTRACTOR for completed work after final approval of CITY'S Project Manager and the final approval of all required building permit inspections.

SECTION 5. RESPONSIBILITIES OF CITY

CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

SECTION 6. TERM OF AGREEMENT

This Agreement will commence upon approval of the City Commission and shall terminate on November 30, 2026, unless otherwise terminated pursuant to Section 7 of this Agreement. CITY reserves the right to renew this contract for one (1) additional three (3) year period based on CONTRACTOR'S acceptable level of performance and approved and available funding.

SECTION 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY's 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 CONTRACTOR must state that the Agreement is being 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 subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the CITY shall give the CONTRACTOR written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the

CONTRACTOR has failed to correct the condition(s) of the default, or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case the CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to the CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: The CONTRACTOR agrees to indemnify, defend, save and hold the CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of the CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of the CONTRACTOR under this Agreement or the breach of this Agreement by the CONTRACTOR.

8.02 The CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of the CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 The CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, the CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the CITY if the CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds

one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, the CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. INSURANCE

10.01 The CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. The CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

(a) Premises and Operations.
(b) Independent Contractors.
(c) Product and Completed Operations Liability.
(d) Broad Form Property Damage.
(e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
(f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, THE CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of the CONTRACTOR. The CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect the CONTRACTOR's interests or liabilities but are merely minimum requirements established by the CITY's Risk Management Coordinator. The CITY reserves the right to require any other insurance coverages that the CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 The CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million ($1,000,000.00) Dollars for each category), and the CONTRACTOR shall provide verification thereof to the CITY upon request of the CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

10.07 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the CITY is named as an additional named insured shall not apply to the CITY. The CITY shall provide written notice of occurrence within fifteen (15) working days of the CITY's actual notice of such an event.

10.09 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and the CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

SECTION 11. ACCIDENT PREVENTION

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

SECTION 12. 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 this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. The CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

SECTION 14. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. PERMITS, FEES AND LICENSES

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. TAXES

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. CONFLICT OF INTEREST

17.01 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.

17.02 CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 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.

SECTION 18. WARRANTIES

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 Changes in Staff. The CONTRACTOR will advise the CITY not less than thirty (30) days in advance of any proposed changes in the CONTRACTOR's staff assignment to enable the CITY an opportunity to discuss such proposed changes with the CONTRACTOR.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit 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 and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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 non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 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 accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

22.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

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

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 23. 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.

SECTION 24. 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. 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 of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. GOVERNING LAW; VENUE

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

26.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 27. CONSTRUCTION OF AGREEMENT

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 29. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 30. FORCE MAJEURE AND APPROPRIATION

30.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

30.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 31. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR has otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of the termination of this Section.

SECTION 32. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1104

CONTRACTOR: William Cryer, Vice President
Johnson-Davis Incorporated
604 Hillbrath Drive
Lantana, Florida 33462
Tel.: (561) 588-1170

SECTION 33. This Agreement shall become effective upon approval by the City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and JOHNSON-DAVIS INCORPORATED have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez
Christina Gomez (Oct 20, 2023 13:11 EDT)

CHRISTINA M. GOMEZ
Assistant City Attorney

JOHNSON-DAVIS INCORPORATED

By: William Cryer

Title: VP

Print Name: William Cryer

Detail by Entity Name

Florida Profit Corporation
JOHNSON - DAVIS INCORPORATED

Filing Information

Document Number	538772
FEI/EIN Number	59-1753888
Date Filed	07/06/1977
State	FL
Status	ACTIVE

Principal Address

604 HILLBRATH DRIVE
LANTANA, FL 33462

Changed: 04/01/1986

Mailing Address

604 HILLBRATH DRIVE
LANTANA, FL 33462

Changed: 04/01/1986

Registered Agent Name & Address

JOHNSON, SCOTT J
604 HILLBRATH DRIVE
LANTANA, FL 33462

Name Changed: 03/20/1996

Address Changed: 12/18/2009

Officer/Director Detail

Name & Address

Title P

JOHNSON, SCOTT J.
18843 SE JUPITER RIVER DR
JUPITER, FL 33458

Title TS

JOHNSON, CHRISTOPHER
7541 BRIAR CLIFF CIR
LAKE WORTH, FL 33467

Title VP

CRYER, WILLIAM
170 RIVER DRIVE
TEQUESTA, FL 33469

Title CHIEF FINANCIAL OFFICER

STANLEY, JOHN
4110 NW 10TH STREET
DELRAY BEACH, FL 33445

Annual Reports

Report Year	Filed Date
2022	01/05/2022
2022	10/27/2022
2023	01/04/2023

Document Images

01/04/2023 -- ANNUAL REPORT	View image in PDF format
10/27/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/05/2022 -- ANNUAL REPORT	View image in PDF format
11/09/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
07/02/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
01/13/2021 -- ANNUAL REPORT	View image in PDF format
03/25/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
01/07/2020 -- ANNUAL REPORT	View image in PDF format
01/02/2019 -- ANNUAL REPORT	View image in PDF format
01/05/2018 -- ANNUAL REPORT	View image in PDF format
01/06/2017 -- ANNUAL REPORT	View image in PDF format
01/14/2016 -- ANNUAL REPORT	View image in PDF format
01/07/2015 -- ANNUAL REPORT	View image in PDF format
01/03/2014 -- ANNUAL REPORT	View image in PDF format
01/02/2013 -- ANNUAL REPORT	View image in PDF format
01/04/2012 -- ANNUAL REPORT	View image in PDF format
07/01/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
01/08/2009 -- ANNUAL REPORT	View image in PDF format
01/07/2008 -- ANNUAL REPORT	View image in PDF format
01/10/2007 -- ANNUAL REPORT	View image in PDF format
01/12/2006 -- ANNUAL REPORT	View image in PDF format
02/12/2005 -- ANNUAL REPORT	View image in PDF format

02/04/2004 -- ANNUAL REPORT	View image in PDF format
02/10/2003 -- ANNUAL REPORT	View image in PDF format
03/15/2002 -- ANNUAL REPORT	View image in PDF format
01/25/2001 -- ANNUAL REPORT	View image in PDF format
04/03/2000 -- ANNUAL REPORT	View image in PDF format
03/24/1999 -- ANNUAL REPORT	View image in PDF format
01/29/1998 -- ANNUAL REPORT	View image in PDF format
01/28/1997 -- ANNUAL REPORT	View image in PDF format
03/20/1996 -- ANNUAL REPORT	View image in PDF format
03/20/1996 -- Reg. Agent Change	View image in PDF format
03/24/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

EXHIBIT A

DATE: August 4, 2023 **LOI NO. 23-B-311**

REQUEST FOR LETTERS OF INTEREST

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Letters of Interest (L.O.I.) together with the Qualifications Statements and Proposal Form included herein and any other information relative to the experience, expertise or proficiency of the Offeror, at the office of the Purchasing Manager, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, (954) 344-1100, for furnishing the services described below:

GENERAL CONTRACTING SERVICES-VARIOUS UTILITIES & STREETS PROJECTS

L.O.I.'s must be received and time stamped by the Purchasing Manager, either by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, August 30, 2023. A public opening will take place at or before 2:15 p.m. in the Everglades Room located on the first floor of City Hall on the same date. Facsimile submittals will not be accepted. Any L.O.I.'s received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a L.O.I. is received will be resolved against the Offeror. Electronic L.O.I. Submittals will be accepted through DemandStar.com or can be emailed to bids@coralsprings.gov. Physically delivered L.O.I. Submittals will also be accepted.

Any questions you may have regarding this L.O.I. can be sent via email to mmachuca@coralsprings.gov. The last day to submit questions will be Monday, August 21, 2023 by 5:00p.m. Questions received after the stated date and time will not be addressed.

CITY reserves the right to reject any or all L.O.I.'s, to waive any or all L.O.I.'s received, to re-advertise for L.O.I.'s, to award in whole or in part to one or more Offeror's or take any other such actions that may be deemed to be in the best interests of the CITY.

Miguel Machuca
Assistant Purchasing Manager

I. REQUEST FOR LETTERS OF INTEREST PROCEDURE

Pursuant to the Request for Letters of Interest (LOI), City is soliciting interested firms to submit qualifications statements, and other information relative to various repair, renovation, and construction projects for the City. Responses to this LOI will be evaluated by a Selection/Negotiation Committee. Firms which did not provide the information requested or which failed to meet the minimum qualification criteria shall be disqualified from further consideration. This LOI is divided into two (2) sections:

1. Forms
2. Firm's Background and Experience

Completed proposals shall be submitted by enclosing the included forms along with the information of your firm as request in Section IV "Submission Requirements" in a sealed envelope. The outside of the envelope shall positively identify the Offeror, and the name of the Letter of Interest.

After review of all submissions, the evaluation committee will select a minimum of two (2) firms. In determining whether a firm is qualified, the City shall consider such factors as the ability of professional willingness to meet time and budget requirements; location; recent, current and projected workloads of the firms; expertise, experience and knowledge in the construction and renovation field, and the volume and quality of work previously awarded to each firm. After firms are selected those firms will be required to sign a contract for general contracting services. A recommendation of award of the selected contractors will then be presented to the City Commission. As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in Letters of Interest received.

II. SCOPE OF SERVICES

The City of Coral Springs is interested in obtaining proposals from licensed general and/or underground contractor(s) to complete various small to medium size utilities and street construction projects on an as needed basis at various locations throughout the City. There is no guarantee as to the actual amount of work given to any Contractor.

The primary purpose of this LOI is to establish a list of approved contractors that are qualified to complete various small to medium size utilities and street construction projects for the City. The department in need of such services will contact the approved contractors and provide them with a detailed scope of services for the project. The contractors will visit the project site if needed to view and better understand the work that is entailed. A written proposal will be prepared by the contractor and sent to the requesting department that will then evaluate received proposal to determine if the price and time given to complete the project is fair and reasonable.

The initial term of the contract for these services will be for three (3) years, renewable for one (1) additional three (3) year time period.

III. REQUIREMENTS

- Contractor must have one of the following licenses:

  - Hold a current General Contractor or Underground Utility and Excavation Contractor license as listed in Florida Statue 489.105.

- Contractor is to have a minimum of five (5) years of General and/or Underground Utilities and Excavation contracting experience.

- Contractor must have proof of proper insurance as stated within the solicitation.

- Contractor is to provide all necessary manpower, equipment, and materials needed to perform general underground utilities and maintenance services along with any non-emergency and emergency repairs that may arise. Emergency repairs may include night work and holidays.

- Contractor will be responsible to assure that all work is performed in accordance with all State, County and local codes and requirements. The contractor will be responsible for obtaining any required permits. City can provide engineering drawings on selected projects when necessary.

- Contractor must be experienced, knowledgeable, and skilled in both underground and above ground type construction, installations, additions, alterations, repairs, and demolition of the following nature but not limited to:

  - Furnish & Installation of water and sewer distribution systems or components underground and above ground.

  - Furnish & Installation of stormwater systems and components including site restoration.

  - Utility exploration and Subsurface Utility Engineering

  - Furnish & Installation of new pipe and structures as well as replacement and abandonment of existing pipe and structures.

  - Miscellaneous concrete installation and repairs to include but not limited to roadways, sidewalks, driveways, and site restorations.

  - Minor lift station repair and rehabilitation. Installation of bypass pumping systems may be required.

- Contractor will provide copies of invoices for materials upon request by the City for audit purposes.

- All projects will require a firm written quote given to the City Project Manager for approval prior to start of work.

- City does not guarantee any minimum amount of work to be completed under this contract. Work will vary depending on the amount of work projects required by the various City Departments.

- Work projects to be completed under this contract will be small to medium in scope. Most projects will take a few days to a few weeks to complete and individual project costs will vary from under a thousand dollars to over one hundred thousand dollars.

- Performance Bonds will be required for projects over $100,000 and shall be recorded with Broward County prior to issuance of Purchase Order.

IV. L.O.I. SUBMISSION REQUIREMENTS

1. **Firm Qualifications**

Attached to this LOI is a Qualifications Statement, which all responding firms should complete in full. Failure to complete this form may constitute grounds for disqualification of the responding firm from further consideration regarding this project.

Offerors shall provide a description of the firm, including the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in completion of similar work will be directly beneficial to the City in the completion of this program.

Offerors shall identify the contact person and supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis on their experience with similar projects. If resumes are not available at the time the proposal is submitted, Offeror's should provide a listing of the qualifications, including education, experience, honors and awards received, professional associations of which the firm and/or its personnel are members.

Additional information to be provided with LOI submittal:

1. A brief but complete profile of the company
2. Listing of past and current similar projects
3. Copies of professional and occupational licenses
4. Reference where you were the prime contractor on projects of similar nature.
5. Any prior experience working with government agencies is preferable.

2. **Copies of Submission**

If submitting in person, one (1) sealed original copy and one (1) electronic copy (flash drive) of the entire Request for Proposal should be submitted to the City of Coral Springs, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, to the attention of Mr. Miguel Machuca, Assistant Purchasing Manager. Electronic submission of proposals will be accepted through Demandstar.com or emailed to bids@coralsprings.gov.

3. **Addenda, Additional Information**

Any addenda or answers to written questions supplied by the City to participating Offerors shall become part of this Request for Letters of Interest and the resulting contract. The Offeror's Certification form shall be signed by an authorized company representative, dated and returned with the Letter of Interest.

No negotiations, decisions or actions shall be initiated by the Offeror as a result of any discussions with any City employee. Only those communications which are in writing from the Purchasing Manager may be considered as a duly authorized expression. Also, only communications from Offerors, which are signed, and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

V. INSURANCE

1. Prior to Award and in any event prior to commencing work, the Successful Offeror shall provide CITY with certified copies of all insurance policies providing coverage as required.

2. **ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT.** INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

3. The Successful Offeror shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

   (a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of Two Hundred Thousand and xx/100 dollars ($200,000.00) per accident. Successful Offeror shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

   (b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Offeror in the performance of the work with the following minimum limits of liability:

   $ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(c) Comprehensive General Liability with the following minimum limits of liability:

$ 1,000,000	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ - A+

The Successful Offeror shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than one million ($1,000,000) Dollars for each category), and the Successful Offeror shall provide verification thereof to CITY upon request of CITY.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

The Successful Offeror shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance. The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

The Successful Offeror shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.

The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of CITY.

Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Offeror shall thereupon cease and terminate.

OWNER'S Liability and Insurance: OWNER shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others on the Work. 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 Florida Statute 768.28 and Florida Statute 95.11.

VI. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR, specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR, under this Agreement or the breach of this Agreement by CONTRACTOR.

CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

VII. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

VIII. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

IX. CONE OF SILENCE

The cone of silence prohibits any communication regarding a particular bid between a potential bidder, vendor, or lobbyist and the city's professional staff, city commissioners, the mayor, or their respective staffs. The cone of silence does not apply to duly noticed site visits to determine the competency of bidders during the period between bid opening

and the issuance of an award, oral communications at pre-bid conferences, oral presentations before publicly noticed evaluation committee meetings, or during contract negotiations. The cone of silence commences after the advertising of the formal bid or request for proposal. The cone of silence terminates upon award by the city commission.

X. SCHEDULE OF EVENTS

The schedule of events, relative to this proposal shall be as follows:

	Event	**Date** (on or by)
1.	Issuance of Request for Letters of Interest	08/04/2023
2.	Deadline for Questions	08/21/2023
2.	Opening of Letters of Interest	08/30/2023
3.	Submission Evaluations	08/31/2023-09/08/2023
4.	Award of Contract	10/04/2023

CITY reserves the right to delay scheduled dates and to provide notice to all persons responding to Requests for Letter of Interest.

XI. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH L.O.I.'s

1. The following documents are to be executed, notarized, (if applicable) and submitted as a condition to this Request for Letters of Interest:
   a) Offeror's Certification
   b) Non-Collusive Affidavit
   c) Qualifications Statement
   d) Certificates of Insurance
   e) Certification Pursuant to F.S. 287.135
   f) Affidavit of Compliance with Foreign Entity Laws
   g) Drug-Free Workplace Certification
   h) Proof of E-Verify Registration

XII. AWARD OF CONTRACT

The Contract should be awarded by CITY's Commission to the most responsible and responsive Offeror(s) for the Proposal(s) whose evaluation by CITY's Evaluation Committee indicates to the CITY that the award will be in the best interests of the CITY.

The Offeror to whom award is made shall execute a written contract prior to Notice of Award. If the Offeror to whom the first award is made fails to enter into a contract as herein provided, the award may be annulled and the contract left to another Offeror who is responsible and responsive in the opinion of CITY. Such Offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

Offerors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Offeror's social, political, or ideological interests when determining if the Offeror is a responsible Offeror. Offerors are further notified that the City's governing body may not give preference to an Offeror based on the Offeror's social, political, or ideological interests.

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

WHEN OFFEROR IS AN INDIVIDUAL N/A

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202___.

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 _____ 202_, 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)

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

OFFEROR'S CERTIFICATION N/A

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202__.

_____
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 _____, 202__, 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)

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

OFFEROR'S CERTIFICATION N/A

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____day of , 202__.

_____
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 _____, 202___, 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)

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 30th **day of** August, 2023.

Johnson-Davis Incorporated
Printed Name of Corporation

Florida
Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

William Cryer, Vice President
Printed Name of President or other authorized officer

ATTEST:

604 Hillbrath Drive
Address of Corporation

By _____
Secretary

Lantana, FL 33462
City/State/Zip

(561) 588-1170
Business Phone Number

State of FLORIDA
County of PALM BEACH

The foregoing instrument was acknowledged before me this 30TH **day of** AUGUST, 2023, **by (Name),** WILLIAM CRYER **(Title) of** VICE PRESIDENT OF JOHNSON-DAVIS 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.

James P. Amsler
NOTARY PUBLIC

JAMES PATRICK AMSLER
Notary Public - State of Florida
Commission # HH 254617
My Comm. Expires Aug 11, 2026
Bonded through National Notary Assn.

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

EXECUTIVE SUMMARY

Johnson-Davis Inc. is a full-service underground utility contractor specializing in projects such as water, sewer, and storm drainage systems, as well as highway and road construction usually associated with the utility construction. Our work expertise also includes installation of steel sheeting and dewatering systems.

There is no other company in the south and central Florida region that can boast our experience and proficiency in this area. We are able to maintain long-term relationships with prime contractors, governmental agencies, consulting engineers, customers, and suppliers because we are dependable and strive to deliver superior customer service. Johnson-Davis believes that maintaining our credibility and integrity within the industry is our main concern.

Johnson-Davis was founded in 1977 when Herb Johnson envisioned the need in Florida for a reputable specialty contractor. Herb and his sons, Scott and Chris, worked only in Palm Beach County, were based in Herb's garage, and had only three leased pieces of heavy equipment to their name. Based in Palm Beach County for more than 40 years, Johnson-Davis has worked continuously and successfully with County Governments and Utility Authorities. More than 40 years later, the Johnson-Davis name is now synonymous with quality work as well as tremendous experience, resources, and knowledge.

The company has since transitioned to Scott and Chris Johnson. The corporate headquarters is in Lantana and covers more than four acres of land, and we have a small office in Fort Pierce. Our project teams are located in these two offices. Johnson-Davis has more than 15 crews and owns the equipment that supports these crews. Johnson-Davis is privately-held, owned by Scott Johnson, Chris Johnson, and Jeanne (Johnson) Cummings.

Scott Johnson, President, earned his Bachelor of Science degree in Civil Engineering from Bucknell University in 1976. As an engineer, he enjoys projects that are technically challenging. He is involved in the bidding process for projects and then remains involved at the executive level once the projects are started.

Our Construction Manager, Chuck Cameron, has 30 years of construction experience. He earned his Bachelor of Science in Building Construction from the University of Florida. His extensive experience and knowledge support the Superintendents and Project Managers, and ensures crews are optimally scheduled and properly performing their duties, all while ensuring the highest levels of quality, safety, and customer satisfaction.

Our Superintendents oversee multiple crews and have been involved in utility construction for a combined total of 152 years. Having worked with the local utility authorities for many years, they are aware of the daily challenges faced by the crews. Senior Superintendent Richard Heller Jr. and Superintendents Joe Bagford, Richard Heller III, Roger Arnold, Edric Martin, and Leonard Dennis ensure their crews have the resources necessary to maintain their schedules. They are also tasked with ensuring the quality of the work meets or exceeds expectations.

EXECUTIVE SUMMARY, CONT'D.

Our Project Managers hold an impressive 146 years of experience amongst them. They act as the main interface between the customer and Johnson-Davis. Doug Ipolito, Chard Rawlinson, Jun Homeida, Alex Guisinger, Walter Pfaffenberger, Cesar Carrillo, and Colby Perry have the primary responsibility to ensure projects are completed on time and within the budget.

Raymond Nel, Safety Director, has over 20 years of safety and operations. He holds many certifications including OSHA 500 authorized and 10- & 30-hours construction safety trainer under OSHA. His knowledge and experience help Johnson-Davis Inc. maintain a safety culture that makes safety the responsibility of every employee.

Hernan Parra, Human Resources Director, is new to the construction field and has 2 years of experience. He holds in Master of Human Resource Degree from Universidad de los Andes located in Bogota, Columbia and received his SHRM-Senior Certified Professional from University of Central Florida.

Our Estimating Team's focus on customer service and detail helps limit the need for change orders by addressing potential issues during the bidding process. Secretary/Treasurer Chris Johnson, Jim Amsler, Melissa Trejo, and Bob Henning have over 81 years of experience, and Scott Johnson is also actively involved in the Estimating process.

We enjoy an excellent relationship with our bonding company, Liberty Mutual Insurance Co., with a single project capacity of $35,000,000 and an aggregate capacity in excess of $80,000,000. Our financial strength, technical expertise, and history of success in working with the FDOT have earned us a capacity rating in excess of $80,000,000 for underground utility work. We have also been listed in Engineer New Record's Top 600 Specialty Contractors nationwide for many years.

It is clear that Johnson-Davis has both the experience and the key personnel necessary to successfully perform underground utility projects of all sizes and difficulties.

Our experience includes being one of the recipients of the Pipeline Continuing Construction Contract with Palm Beah County Water Utility District for over 15 years. Projects generated from this contract have ranged from $60,000 to $5,000,000 and over. We are the Prime Contractor for all the projects of the PBCWUD contract. They could be as simple as putting in a couple of fire hydrants or as complex as putting in 8,000' of pipe in different locations with roadway work, concrete work, MOT, and sod restoration.

Over the past year we have been working with Seacoast Utility Authority on a Design/Build

Contract that was awarded to us against three other competitors. This has been an exciting contract where we have worked closely with our Engineer and Seacoast Utility District to come up with different ways to solve issues within their district as a Prime Contractor. We also have emergency contracts with the City of Boynton Beach, Village of Wellington, and the Town of Jupiter. We are regularly called by the City of West Palm Beach and the City of Riviera Beach to help them in case of emergencies. Where we act as Prime Contractor to make sure that the projects are completed.

CORAL SPRINGS
EVERYTHING UNDER THE SUN

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

NON-COLLUSIVE AFFIDAVIT

State of Florida)
)ss.
County of Palm Beach)

William Cryer being first duly sworn, deposes and says that:

(1) He/she is the Vice President, (Owner, Partner, Officer, Representative or Agent) of Johnson-Davis Incorporated the Offeror that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Signed, sealed and delivered
in the presence of:

By: _____

William Cryer
(Printed Name)

Vice President
(Title)

ACKNOWLEDGEMENT

State of FLORIDA
County of PALM BEACH

The foregoing instrument was acknowledged before me this 30TH day of AUGUST, 2023, by WILLIAM CRYER, 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

JAMES PATRICK AMSLER
Notary Public - State of Florida
Commission # HH 254617
My Comm. Expires Aug 11, 2026
Bonded through National Notary Assn.

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

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

CORAL SPRINGS
EVERYTHING UNDER THE SUN

OFFEROR'S QUALIFICATION STATEMENT

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

SUBMITTED TO: City of Coral Springs
Purchasing Manager
City Hall
ADDRESS: 9500 West Sample Road
Coral Springs, Florida 33065

CIRCLE ONE

(Corporation)
Partnership
Individual
Other

SUBMITTED BY: William Cryer, Vice President

NAME: Johnson-Davis Incorporated

ADDRESS: 604 Hillbrath Drive

Lantana, FL 33462

TELEPHONE NO. (561) 588-1170

FAX NO. (561) 585-3252

E-MAIL ADDRESS: ccryer@johnsondavis.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 Offeror is: Johnson-Davis Incorporated
   The address of the principal place of business is: 604 Hillbrath Drive
   Lantana, FL 33462

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

   a. Date of Incorporation: July 6, 1977
   b. State of Incorporation: Florida
   c. President's name: Scott Johnson
   d. Vice President's name: William Cryer
   e. Secretary's name: Christopher Johnson
   f. Treasurer's name: Christopher Johnson
   g. Name and address of Resident Agent:

   Ted Jorgensen, CSDZ, 225 South 6th Street, Ste 1900, Minneapolis, MN 55402
   D: (407) 478-6836

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

see attached for additional information. (Surety & Bonding Company)

3. If Offeror 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 Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals: **N/A**

5. If Offeror 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?
   46+

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

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. **Please attach certificate of competency and/or state registration.**

   Scott Johnson - CUC043087

   William Cryer - CUC1225299 William Cryer (Plumbing) - CFC1430348

Johnson-Davis, Incorporated
604 Hillbrath Drive
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Surety Company (**Bonding Company**):
↓
Liberty Mutual Insurance Company
3011 Sutton Gate Dr., Suite 300, Suwanee, GA 30024
Brad Schramm, (678) 735-1181

Surety's resident agent for service of process:
↓
CURRENT:
Ted Jorgensen, CSDZ, 225 South 6th Street, Suite 1900, Minneapolis, MN 55402, D: (612) 349-2464

Kim Niv, Liberty Mutual Insurance Company, 620 N. Wymore Road, Suite #200, Maitland, FL 32751, D: (407) 478-6836 **(Florida Resident Agent)(as of 12/17/2021)**

Bonding Agent:
↓
CSDZ
↓
1600 Aspen commons, Suite 990, Middleton, WI 53562
-Primary Contact: Nicole Stillings, Surety Service Advisor/Team Lead, (608) 242-2551, NStillings@csdz.com
-Secondary Contact: Ted Jorgensen, Client Executive/Shareholder, (612) 349-2464, TJorgensen@csdz.com

Johnson-Davis, Inc.
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Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

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

No

9. 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).

Joe Tanacredi	8100 Forest Hill Blvd., WPB, FL 33413	(561) 493-6088
(name)	(address)	(phone number)
Laura Le	401 Clematis St., 4th Floor, WPB, FL 33401	(561) 289-8414
(name)	(address)	(phone number)
Amanda Barnes	17403 Central Blvd., Jupiter, FL 33458	(561) 301-7632
(name)	(address)	(phone number)

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

Please find attached resumes.

11. State the name of the individual who will have personal supervision of the work:

William Cryer, Vice President

12. Lawsuits involving the entity submitting the response (Corporation, Partnership, LLC, or any other form of legal entity) or individuals with more than 10% of interest in the entity.

a. List all pending lawsuits:

N/A

b. List all lawsuits which have been completed within the past five (5) years:

N/A

Johnson-Davis, Inc.
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Lantana, FL 33462
Phone: (561) 588-1170
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THE OFFEROR 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 OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'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 (William Cryer, Vice President)

State of FLORIDA
County of PALM BEACH

The foregoing instrument was acknowledged before me this 30TH day of AUGUST, 2023 by WILLIAM CRYER of JOHNSON-DAVIS INC., 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

JAMES PATRICK AMSLER
Notary Public - State of Florida
Commission # HH 254617
My Comm. Expires Aug 11, 2026
Bonded through National Notary Assn.

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

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, William Cryer, on behalf of Johnson-Davis Incorporated,
Print Name — Company Name

certifies that Johnson-Davis Incorporated does not:
Company Name

1. Participate in a boycott of Israel.

Signature (William Cryer)

Vice President
Title

8/30/2023
Date

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: August 30, 2023

Signed: _____

Entity: Johnson-Davis Incorporated

Name: William Cryer

Title: Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 30TH day of AUGUST, 2023, by WILLIAM CRYER, as VICE PRESIDENT for JOHNSON-DAVIS INC., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: JAMES AMSLER My commission expires: 8-11-26

JAMES PATRICK AMSLER
Notary Public - State of Florida
Commission # HH 254617
My Comm. Expires Aug 11, 2026
Bonded through National Notary Assn.

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations 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 response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has 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 actions 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 proposal 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 proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, 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 any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

Johnson-Davis Incoporated
BUSINESS NAME

PROVIDER'S SIGNATURE
(William Cryer, Vice President)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

DATE (MM/DD/YYYY)
06/27/2023

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

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

PRODUCER	CONTACT NAME: Christin Snow	
Vaughn Risk Management 222 US HWY 1 Suite #208D Tequesta FL 33469	PHONE (A/C, No, Ext): (561) 249-6143	FAX (A/C, No):
	E-MAIL ADDRESS: christins@Vaughnrm.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Johnson-Davis Incorporated 604 Hillbrath Dr Lantana FL 33462	INSURER A: National Fire Insurance Company of Hartford	20478
	INSURER B: Continental Casualty Company	20443
	INSURER C: Valley Forge Insurance Company	20508
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2362600166 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	7033967643	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	7033968744	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	7033984636	07/01/2023	07/01/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	7033972535	07/01/2023	07/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana FL 33462

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

From: CS - E-Verify Queue
To: Hernan Parra
Subject: Your Company is Currently Enrolled in E-Verify
Date: Wednesday, March 16, 2022 4:36:51 PM

Good afternoon,

Thank you for contacting the E-Verify Team. We are happy to address your questions or concerns.

Our records indicate your company, Johnson-Davis Inc, enrolled successfully on 7/09/2010.

We hope you will take the time to log back into E-Verify at https://e-verify.uscis.gov/web/Login.aspx. If you need assistance accessing your account, we will be more than happy to help you. Due to our security procedures we are unable to provide this service via e-mail.

Please contact E-Verify at 888-464-4218 if you require any additional assistance. You may speak to a representative Monday through Friday from 8 a.m. to 8 p.m. Eastern. For users with hearing and speech impairment, please call TTY at 877-875-6028, available 8 a.m. to 5 p.m. Eastern.

Cordially,

The E-Verify Team

Maggie S.

If you would like to receive training on the Form I-9, E-Verify, or Employment Eligibility Verification, our Engagement team offers free public webinars. To view the webinar calendar, please visit the E-Verify Webinars webpage.

ref:_00Dt0Cn4X._500t0xAg14:ref

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Company ID Number: 342241

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **Johnson-Davis Inc.** **Scott Johnson**	
Name (Please Type or Print)	Title
Electronically Signed	**07/09/2010**
Signature	Date
Department of Homeland Security – Verification Division **USCIS Verification Division**	
Name (Please Type or Print)	Title
Electronically Signed	**07/09/2010**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Johnson-Davis Inc.**
Company Facility Address:	**604 Hillbrath Drive**
	Lantana, FL 33462
Company Alternate Address:	
County or Parish:	**PALM BEACH**
Employer Identification Number:	**591753888**

Company ID Number: 342241

North American Industry Classification Systems Code:	237
Parent Company:	
Number of Employees:	100 to 499
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- FLORIDA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Hernan Parra**
Telephone Number: **(561) 588 - 1170** Fax Number:
E-mail Address: **hparra@johnsondavis.com**

Name:
Telephone Number: Fax Number:
E-mail Address:

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JOHNSON, SCOTT JAMES

JOHNSON - DAVIS INCORPORATED
604 HILLBRATH DRIVE
LANTANA FL 33462

LICENSE NUMBER: CUC043087

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CRYER, WILLIAM CLARK CLIFFORD

JOHNSON - DAVIS INCORPORATED
604 HILLBRATH DRIVE
LANTANA FL 33462

LICENSE NUMBER: CUC1225299

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CRYER, WILLIAM CLARK CLIFFORD

JOHNSON - DAVIS INCORPORATED
604 HILLBRATH DRIVE
LANTANA FL 33462

LICENSE NUMBER: CFC1430348

EXPIRATION DATE: AUGUST 31, 2024

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JOHNSON-DAVIS INC.

SCOTT J. JOHNSON

EDUCATION:

BS – Civil Engineering
Bucknell University, Lewisburg, PA

EXPERIENCE:

1992 – Present

Johnson-Davis Inc., Lantana, FL
President
Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction.

1981 – 1992

Johnson-Davis Inc., Lantana, FL
Project Manager/Estimator

1977 – 1981

Johnson-Davis Inc., Lantana, FL
Pipe Foreman

1976 – 1977

Palm Beach Utilities, Palm Beach Gardens, FL
Utility Inspector/Land Surveyor

RELATED ACCOMPLISHMENTS:

National Utility Contractors Association of Florida
(member and two-time Past President)

Associated General Contractors
(member and Past President, Florida East Coast Chapter)

Underground Contractors Association of South Florida
(member and three-time Past President)

Certified Underground Utility and Excavation Contractor
State of Florida – License # CUC043087

JOHNSON-DAVIS INC.

WILLIAM CLARK CLIFFORD CRYER

EDUCATION:

BS – Business Administration,
Real Estate and Construction Management Major
University of Denver, Denver, CO

EXPERIENCE:

2018 – Present

Johnson-Davis Inc., Lantana, FL
Estimator/Estimating Manager
Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction. Prepare estimates for private and public work as both prime and subcontractor.

2014 – 2018

Johnson-Davis Inc., Lantana, FL
Project Manager
Company representative at pre-construction and project meetings. Ordered materials, billing, and job coordination for private and public utility projects.

2013 – 2014

Johnson-Davis Inc., Lantana, FL
Superintendent
Liaison between Project Manager and Foremen overseeing field operations of storm drainage, sanitary sewer, water, and force main crews.

2012 – 2013

Johnson-Davis Inc., Lantana, FL
Foreman
Field supervisor responsible for 7 to 10 person crew installing storm drainage, sanitary sewer, water, and force mains.

RELATED ACCOMPLISHMENTS:

OSHA 30 hour Construction Health and Safety Course
Florida DOT Maintenance of Traffic Advanced Certification
Certified Underground Utility and Excavation Contractor- State of Florida- License #CUC1225299
FDEP Qualified Stormwater Management Inspector
Certified Plumbing Contractor – State of Florida – License #CFC1430348
National Utility Contractors Association of Florida (VP)
Underground Contractors Association of South Florida (VP)

JOHNSON-DAVIS INC.

CESAR CARRILLO

EDUCATION:

Bachelor's Degree – Civil Engineering Infrastructure Technology
McMaster University, Hamilton, Ontario, Canada (2015 – 2019)

Technology Diploma – Civil Engineering Technology
Mohawk College, Hamilton, Ontario, Canada (2009 – 2012)

EXPERIENCE:

2021 – Present

Johnson-Davis Inc., Lantana, FL
Project Manager – Underground Utilities
Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction. Company representative at pre-construction meetings. Ordering of materials, billings, and job coordination for private and public utility projects.

2015 – 2021

DESO Construction Ltd., Caledonia, ON., Canada
Estimator/Project Manager – Underground Utilities
Prepare bids, attend pre-bid meetings, request sub-trades quotes. Complete buy-out, material procurement, and pre-construction requirements. Manage submittals, ordering of materials, preparation of billings, and project close-out.

2012 – 2015

City of Hamilton, ON., Canada
Construction Inspector – Underground Utilities
Reading and interpretation of specifications, design plans, and contracts. Keeping field notes, project diary, and processing actual quantities for payments. Communication liaison between the Owner, the Contractor and the public.

2009 – 2019

Advanced Diploma and Degree - Hamilton, ON., Canada
Civil Engineering Technology studies including structural engineering and design, geotechnical engineering, municipal sewer, drainage and water systems, surveying, project management, and advanced mathematics.

RELATED ACCOMPLISHMENTS:

Experienced with estimating and project management software
Successful yearly delivery of + $3mil in project value as a project manager since 2015
Diversified knowledge in the construction industry in US and Canadian projects

JOHNSON-DAVIS INC.

WALTER PFAFFENBERGER

EDUCATION:

BBA – Business Administration
Palm Beach Atlantic College, West Palm Beach, FL

EXPERIENCE:

2018 – Present

Johnson-Davis Inc., Lantana, FL
Estimator
Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction. Prepare estimates for private and public work as both prime and subcontractor.

2003 – 2018

Johnson-Davis Inc., Lantana, FL
Project Manager
Company representative at pre-construction and project meetings. Ordered materials, billing, and job coordination for private and public utility projects.

2002 – 2003

Johnson-Davis Inc., Lantana, FL
Heavy Equipment Operator

1999 – 2002

J.G. Developers Inc., Pearl River, NY
President
Researched and selected subdivision lots for homes. Involved in interim finance acquisition, budgeting, contracting, and architect interface on design for single family dwellings. Schedule, monitor, and inspect work.

1997 – 1999

R.D.&P. Construction Corp., Pearl River, NY
Construction Manager
Estimating, budgeting, and invoicing of commercial and residential site work contracts. Schedule, monitor, and inspect work.

RELATED ACCOMPLISHMENTS:

Class V Fire Sprinkler Contractor
Florida DOT Maintenance of Traffic Advanced Certification

Joseph Bagford

JOHNSON-DAVIS INC.

EDUCATION:

Santaluces High, Lantana FL
NUCA Confined Space Entry and Competence Person Training. OSHA Trench Safety Certified. State of Florida Class B Water Technician.

EXPERIENCE:

2011 – Present

Johnson-Davis Inc., Lantana, FL
Superintendent
Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction. Liaison between Project Manager and Foremen overseeing field operations of storm drainage, sanitary sewer, water, and force main crews.

2001 – 2011

Johnson-Davis Inc., Lantana, FL
Foreman
Field supervision, responsible for 7 to10 person crew installing potable water, force main, sanitary sewer, storm drain, and geo reinforcements.

1999 – 2001

Centerline Utilities, Jupiter, FL
Foreman
Field supervision, responsible for 5 to 7 person crew installing potable water, force main, sanitary sewer, storm drain, and geo reinforcements.

1988 – 1999

City of Lake Worth, Lake Worth, FL
Foreman/Pipelayer/Heavy Equipment Operator
Field supervision and pipelayer of underground construction crews and heavy equipment operator.

RELATED ACCOMPLISHMENTS:

Diligent professional with 20 years underground construction experience and a proven knowledge operating heavy equipment.

JOHNSON-DAVIS INC.

CHARLES CAMERON

EDUCATION:

BS – Building Construction
University of Florida, Gainesville, FL

EXPERIENCE:

2019 – Present

Johnson-Davis Inc., Lantana, FL
Project Manager
Underground utility construction contractor specializing in water, sewer, storm drainage systems and dewatering, as well as highway and road construction. Tasks include project takeoffs, material ordering, subcontractor agreements, project meetings, monthly billing, and change orders.

2014 – 2019

Douglas N. Higgins, Inc., Palm Beach Gardens, FL
SE Florida Operations Manager
Responsible for contract operations in Southeast Florida, oversight of Project Managers and field personnel, contract management from pre-construction services to completion, scheduling and management of vendors and subcontractors, personnel and resource management, and performance reporting and evaluation.

2003 – 2014

Dickerson Florida, Inc., Ft. Pierce, FL
Vice President
Responsible for contract operations, project management, oversight of project manager and field personnel, quality control program development and implementation, monthly contract invoicing and project payables, project performance evaluation, equipment allocation, overall resource allocation, and communication with project owners.

RELATED ACCOMPLISHMENTS:

FDEP Qualified Stormwater Management Inspector
OSHA 30 Hour in Construction

JOHNSON-DAVIS INC.

LEONARD DENNIS

EDUCATION:

Newcomerstown High, Newcomerstown, OH
Confined Space Entry & Non-Entry Rescue Certification
Trenching & Excavation Competent Person Certification
Florida DOT Maintenance of Traffic Advanced Certification
FDEP Qualified Stormwater Management Inspector

EXPERIENCE:

2016 – Present — **Johnson-Davis Inc., Lantana, FL**
Senior Superintendent
Underground utility construction contractor specializing in DOT projects including water, sewer, and storm drainage systems, as well as highway and road construction. Responsible for field operations of company's Superintendents and 20 mainline pipe crews and punchout crews, ensuring an efficient use of labor and equipment resources, quality workmanship, customer satisfaction, financial returns, and regulatory and contractual compliance.

1990 – 2016 — **Johnson-Davis Inc., Lantana, FL**
Superintendent and Foreman
As Superintendent, responsible for between 5 and 9 crews in the construction of municipal and private infrastructure improvements. Liaison between Project Manager and Foremen overseeing field operations. As Foreman, field supervisor responsible for 7 to 10 person crew installing storm drainage, sanitary sewer, water, and force mains.

RELATED ACCOMPLISHMENTS:

Design/build projects up to 20 miles in length
Jack & Bore – Directional Boring
All phases of construction of Bebo bridges and Conspans
Bridges and Approaches
Banks and Shoreline Stabilization
Laser Profiling
Dewatering
Proficient/knowledgeable of DOT standards and specifications
Coordinate, direct, and monitor activities of subcontractors and suppliers
Maintain EEO compliance
Maintain excellent safety and security practices

JOHNSON-DAVIS INC.

RICHARD HELLER III

EDUCATION:

Douglas High, Douglas, MA
3 years – University of Massachusetts at Dartmouth
Currently completing BS- Construction Management
Colorado State University

EXPERIENCE:

2019 – Present

Johnson-Davis Inc., Lantana, FL
Superintendent
Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction. Liaison between Project Manager and Foremen overseeing field operations of storm drainage, sanitary sewer, water, and force main crews.

2018 – 2019

Johnson-Davis Inc., Lantana, FL
Foreman
Field supervisor responsible for 7 to 10 person crew installing storm drainage, sanitary sewer, water, and force mains.

2017 – 2018

M.E. Smith Inc, Spencer, MA
Utility Construction Superintendent
Superintendent for underground utility excavation projects.

2012 – 2017

M.E. Smith Inc, Spencer, MA
Foreman/Operator

2009 – 2012

M.E. Smith Inc, Spencer, MA
Field Engineer & Operator

RELATED ACCOMPLISHMENTS:

Skilled heavy equipment operator including excavators, backhoes, front-end loaders, paving machines, milling machines, and skid steers

JOHNSON-DAVIS INC.

RICHARD HELLER JR.

EDUCATION: **Montville High School, Montville, CT**

EXPERIENCE:

2018 – Present

Johnson-Davis Inc., Lantana, FL
Project Manager
Underground utility construction contractor specializing in water, sewer, storm drainage systems and dewatering, as well as highway and road construction. Tasks include project takeoffs, material ordering, subcontractor agreements, project meetings, monthly billing, and change orders.

2008 – 2018

M.E. Smith Inc, Spencer, MA
Project Manager/Superintendent/Estimator
Responsible for utility excavation projects for watermain installations, drainage and structure installations, and sewer main and structure installations valued from $500,000 to $7 million. Estimated, set schedules, hired subcontractors, material buyouts, and budget responsibility. Daily involvement with all site operations of up to three projects simultaneously. Direct contact with owner and consulting engineers.

2002 – 2008

Heller & Smith Corp, South Grafton, MA
Owner and Project Manager
Principal to heavy utility excavation company. Oversaw equipment acquisitions, financial budgeting, hiring of personnel, estimating, and operations coordination. Direct contact with owners and engineers. Maintained project requirements, schedules, safety, and project integrity.

RELATED ACCOMPLISHMENTS:

Florida DOT Maintenance of Traffic Advanced Certification
OSHA 10 Hour in Construction Safety and Health
Hoisting Engineer License; skilled operating cranes, excavators, bulldozers, etc.

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

JOHNSON - DAVIS INCORPORATED

filed in this office on the 6th day of July

19 77.

Charter Number: 538772

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 7th day of July

19 77.

SECRETARY OF STATE

CORP. 101 (Corp. 94)
7-13-76

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

JOHNSON-DAVIS INCORPORATED

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ 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.) See instructions.

604 Hillbrath Drive

6 City, state, and ZIP code

Lantana, FL 33462

Requester's name and address (optional)

7 List 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	1	7	5	3	8	8	8

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 for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 6/22/23

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

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), to 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, *later.*

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Detail by Entity Name

Florida Profit Corporation
JOHNSON - DAVIS INCORPORATED

Filing Information

Document Number	538772
FEI/EIN Number	59-1753888
Date Filed	07/06/1977
State	FL
Status	ACTIVE

Principal Address

604 HILLBRATH DRIVE
LANTANA, FL 33462

Changed: 04/01/1986

Mailing Address

604 HILLBRATH DRIVE
LANTANA, FL 33462

Changed: 04/01/1986

Registered Agent Name & Address

JOHNSON, SCOTT J
604 HILLBRATH DRIVE
LANTANA, FL 33462

Name Changed: 03/20/1996

Address Changed: 12/18/2009

Officer/Director Detail

Name & Address

Title P

JOHNSON, SCOTT J.
18843 SE JUPITER RIVER DR
JUPITER, FL 33458

Title TS

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
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Fax: (561) 585-3252

JOHNSON, CHRISTOPHER
7541 BRIAR CLIFF CIR
LAKE WORTH, FL 33467

Title VP

CRYER, WILLIAM
170 RIVER DRIVE
TEQUESTA, FL 33469

Title CHIEF FINANCIAL OFFICER

STANLEY, JOHN
4110 NW 10TH STREET
DELRAY BEACH, FL 33445

Annual Reports

Report Year	Filed Date
2022	01/05/2022
2022	10/27/2022
2023	01/04/2023

Document Images

01/04/2023 -- ANNUAL REPORT	View image in PDF format
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01/06/2017 -- ANNUAL REPORT	View image in PDF format
01/14/2016 -- ANNUAL REPORT	View image in PDF format
01/07/2015 -- ANNUAL REPORT	View image in PDF format
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03/24/1999 -- ANNUAL REPORT	View image in PDF format
01/29/1998 -- ANNUAL REPORT	View image in PDF format
01/28/1997 -- ANNUAL REPORT	View image in PDF format
03/20/1996 -- ANNUAL REPORT	View image in PDF format
03/20/1996 -- Reg. Agent Change	View image in PDF format
03/24/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Johnson-Davis, Inc.
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Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

State of Florida
Department of State

I certify from the records of this office that JOHNSON - DAVIS INCORPORATED is a corporation organized under the laws of the State of Florida, filed on July 6, 1977.

The document number of this corporation is 538772.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on November 9, 2021, 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 December, 2021

Secretary of State

Tracking Number: 0516866656CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Johnson-Davis, Inc.
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Fax: (561) 585-3252

JOHNSON-DAVIS INC.
"Construct with Confidence"

CERTIFICATE OF AUTHORIZATION RESOLUTION

The undersigned hereby certifies as follows:

1) That at a meeting of the Board of Directors duly noticed and held on January __, 2023 all of the directors of the Company unanimously adopted the resolutions;

   a. That William C. Cryer is elected or appointed as an officer of the Company with the title of Vice President – Estimating.
   b. That in addition to any other authorized officer of the Company, William C. Cryer is authorized to execute and deliver for and on behalf of the Company, bids, estimates, contracts, loan documents and general authorizations relating to the Company's providing of goods and services for underground utilities construction, or other services related to the operation of business and bind the Company accordingly; and that, third parties shall be entitled to rely upon a certified copy of this resolution until written notice of modification or rescission of same has been furnished to and received by any such third party.

2) That the above resolutions are true and accurate copies of the original resolutions on file in the corporate record book of the Company and that said resolutions remain in full force and effect.

Date this 11 day of January, 2023.

By_____
Scott Johnson – President

STATE OF FLORIDA)
)ss
COUNTY OF PALM BEACH)

On this 11 day of January 2023. Before me personally appeared Scott Johnson To me known to be the person who executed the foregoing acceptance and acknowledged that He/She executed the same as His/ Her free act and deed.

NOTARIAL SEAL

LARISA DITU PELKEY
Commission # HH 178111
Expires January 22, 2026
Bonded Thru Budget Notary Services

My commission as Notary Public in Palm Beach County expires 01-22-26

_____
Signature

CORAL SPRINGS
EVERYTHING UNDER THE SUN

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

DATE: August 9, 2023

LOI NO.: 23-B-311

ADDENDUM NO. 1
GENERAL CONTRACTING SERVICES – VARIOUS UTILITIES & STREETS PROJECTS

Addendum is being issued in response to received Request for Information & for clarification purposes:

1. Do we need to price items and submit with the proposal? And if so, is there a Form with line items and quantities to be submitted? I didn't find any in the Proposal Package

    - No pricing is to be submitted with your proposal package. The selection will be based on qualifications of your firm as detailed in the solicitation.

THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE August 30, 2023 AT 2:00 P.M.

Signature (William Cryer, Vice President)

Johnson-Davis Incorported
Company

8/30/2023
Date

Miguel Machuca
Assistant Purchasing Manager

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Major Equipment List
All OWNED by Johnson-Davis, Inc.

ID	DESC	VIN#
Category: 10 WELLPOINT PUMPS		
10-0001	10 IN. WELLPOINT PUMP	7105
10-0003	10 IN. WELLPOINT PUMP	7568
10-0011	10 IN. WELLPOINT PUMP	7130
10-0013	WELLPOINT PUMP 6 IN.	NONE
10-0016	WELLPOINT PUMP 10 IN.	8460
10-0019	WELLPOINT PUMP 10 IN.	7505
10-0020	WELLPOINT PUMP 10 IN.	8334
10-0026	HYDRAULIC PUMP 6 IN.	5654
10-0028	JET PUMP , 4 IN. DIESEL	6J66
10-0030	DOUBLE DIAPHRAGM	4DDL335
10-0031	WELLPOINT PUMP 10 IN.	JD946068
10-0033	WELLPOINT PUMP 6 IN.	6951033
10-0035	WELLPOINT PUMP 8 IN.	US97362X
10-0036	HYDRAULIC PUMP 4 IN.	H-25-D-349
10-0038	WELLPOINT PUMP 8 IN.	U640528Y
10-0040	JET PUMP 4 IN.	None
10-0041	WELLPOINT PUMP 8 IN.	H-40WPLR-D-139
10-0043	TEST PUMP	
10-0045	JET PUMP 4 IN.	C.M.E.8291
10-0046	WELLPOINT PUMP 8 IN.	9037
10-0048	6 IN. TRASH PUMP	9065
10-0049	WELLPOINT PUMP 8 IN.	9064
10-0050	HYDRAULIC PUMP 4 IN.	2657
10-0051	JETPUMP ON WHEELS 4 IN.	4219
10-0052	8 IN. WELLPOINT PUMP	9159
10-0054	8 IN. WELLPOINT PUMP	9181
10-0055	12 IN. HYDRAULIC PUMP	D12SG068T1210
10-0056	8 IN. HYDRAULIC PUMP	325
10-0058	10 IN. WELLPOINT PUMP	9293
10-0059	10 IN. WELLPOINT PUMP	
10-0060	4 IN. HYDRAULIC PUMP	U797253C
10-0061	4 IN. HYDRAULIC PUMP	708
10-0062	8 IN. WELLPOINT PUMP	9220
10-0063	8 IN. WELLPOINT PUMP	9239
10-0064	4 IN. HYDRAULIC PUMP	
10-0065	WELLPOINT PUMP 6 IN.	6PW-019
10-0066	10 IN. HYDRAULIC PUMP	
10-0067	4 IN. HYDRAULIC PUMP	LD44369U146539
10-0068	4" HYDRAULIC PUMP ON WHEELS	F.P. 8-20
10-0069	4" HYDRAUIC PUMP ON WHEELS	F.P. 8-19
10-0070	3" HYDRAULIC PUMP	10HPU-58
10-0071	2.5" x 4" JET PUMP ON WHEELS	9500
10-0073	10 inch Roto Flo Wellpoint Pump	26109642 1.1
10-0074	6" Trash Pump	12001
10-0075	8 inch Roto Flo Wellpoint Pump	9010
10-0077	6 INCH HYDRAULIC PUMP POWER UNIT	1318-C
10-0078	8" HYDRAULIC PUMP	142-C
10-0079	8" Wellpoint Pump	14237
10-0080	8" Wellpoint Pump	14238
10-0081	8" Wellpoint Pump	14239
10-0082	8" Wellpoint Pump Quiet Pack	14235
10-0083	10" Wellpoint Pump	14269
10-0084	10" Wellpoint Pump	14270
10-999	Rental Pump	
Category: 11 VACUUM PUMPS		
10-0100	M5 VAC PUMP	
10-0164	M-3 VACUUM PUMP	
11-0005	M-2 VACCUM PUMP	00050
11-0053	M-2 VACUUM PUMP	0053
11-0100	M10 VACUUM PUMP	100
11-0101	VACUUM PUMP	101
11-0102	M10 VACUUM PUMP	VP102
11-0131	M5 VACUUM PUMP FOR 10-76	010131
11-1016	M3 VACUUM PUMP	101689
11-1036	10 INCH VACUUM PUMP	1036
11-1037	C10 VACUUM PUMP	1037
11-1190	M2 VACUUM PUMP	1190
11-1240	M3 VACUUM PUMP	1240
11-1357	M10 VACUUM PUMP	1357
11-1381	M10 VACUUM PUMP	1381
11-1386	VACUUM PUMP	1386
11-1387	M10 VACUUM PUMP	1387
11-1390	M2 VACUUM PUMP	1390
11-1711	M3 VACUUM PUMP	1711
11-1923	M-3 VACUUM PUMP	1923
11-1924	M3 VACUUM PUMP	1924
11-1941	M3 VACUUM PUMP	1941
11-2341	M3 VACUUM PUMP	2341
11-3044	M3 VACUUM PUMP	3044
11-3049	VACUUM PUMP	3049
11-3605	M-10 VACUUM PUM	3605
11-3737	M2 VACUUM PUMP	3737
11-3750	M-2 VACUUM PUMP	3750
11-4268	M3 VACUUM PUMP	4268
11-4297	VACUUM PUMP	4297
11-4371	M-3 VACUUM PUMP	4371
11-4636	VACUUM PUMP	4636
11-4840	M-3 VACUUM PUMP	4840
11-4841	M3 VACUUM PUMP	4841
11-4923	M3 VACUUM PUMP	
11-5445	M5 VACUUM PUMP	544515
11-6917	C 10" VACUUM PUMP	6917
11-9305	M-3 VACUUM PUMP	9305
11-9487	10" VACUUM PUMP	9487
11-9494	M5 VACUUM PUMP	9494
11-9602	M3 VACUUM PUMP	9603
11-9607	M3 VACUUM PUMP	9607
11-9615	M10 VACUUM PUMP	9615
11-9616	C-10 VACUUM PUMP	9616
11-9617	C-10 VACUUM PUMP	9617
11-9716	#10 VACUUM PUMP	9716
Category: 20 BACKHOES		
20-0039	1997 DEWATERING TRENCHER	D97022
20-0040	LIEBHERR BACKHOE	417-4205
20-0044	LIEBHERR BACKHOE	651-8110

ID	DESC	VIN#
20-0050	LIEBHERR BACKHOE	924-13441
20-0056	KOMATSU BACKHOE	30099
20-0059	Caterpillar Crawler Excavator	CAT0328DCGTN
20-0060	Caterpillar Crawler Excavator	CAT0336DEW3K
20-0063	2012 JOHN DEERE RUBBER TIRE	1FF220DWHBD4
20-0068	Komatsu PC390LC-10 Excavator	A30203
20-0069	Komatsu PC240LC-11 EXCAVATOR	95106
20-0070	Komatsu PC390LC-11 Excavator	30425
20-0071	Komatsu PC390LC-11 Excavator	A74180
20-0072	Komatsu PC138USLC-11	50542
20-0073	KOMATSU PC290LC-11 EXCAVATOR	A27538
20-0074	Komatsu PC138USLC-11 Excavator	50845
20-0075	Liebherr A900C	66375
20-0077	Cat 323 Excavator	RAZ00754
20-0078	Cat 325FLCR Excavator	NDJ20187
20-0079	Komatsu PC-238 Excavator	05489
20-0080	Komatsu PC-138 Excavator	52349
20-0081	Cat 307E2 Mini-Excavator	307-KC901075
20-0082	John-Deere 350G Excavator	1FF350GXLHF81
20-999	Rental Backhoe	
WR-BH01	Volvo Backhoe (Wakefield Road Boring)	
Category: 25	**COMBINATIONS**	
25-0051	CAT COMBO BACKHOE	BLN11885
25-0052	CAT COMBO BACKHOE	BML05166
25-0067	2013 CAT COMBINATION BACKHOES 420 F	CAT0420FHJWJ0
Category: 30	**LOADERS**	
30-0032	LIEBER LOADER	443-11966
30-0033	VOLVO LOADER L70E	L70EV60803
30-0038	2009 KOMATSU LOADER	65858
30-0039	2009 KOMATSU LOADER	65939
30-0040	950H CATTERPILLAR LOADER	CAT0950HVK5K0
30-0042	WA320-6 KOMATSU LOADER	A35279
30-0043	WA-380-7 KOMATSU LOADER	A64171
30-0044	WA200PZ-6 KOMATSU RUBBER TIRE LOAD	KMTWA105C010
30-0045	WA-320-7 KOMATSU LOADER	80194
30-0046	938K CATERPILLAR LOADER	SWL01382
30-0047	WA200-7 KOMATSU LOADER	80392
30-0048	WA380-8 KOMATSU LOADER	A74013
30-0049	Komatsu WA-380-8 Wheel Loader	A74180
30-0050	Cat 906M Wheel Loader	CAT906MCH6600
30-0051	Komatsu WA320-8	85209
30-0052	Komatsu WA270-8 Wheel Loader	A28201
30-0053	Cat 930M Wheel Loader	KTG03806
30-0054	Cat 930M Wheel Loader	KTG04062
30-0055	John-Deere 524L Wheel Loader	1DW524LKLZLKF
30-0056	John-Deere 544L	1DW544LZCKF6
30-999	Rental Loader	
Category: 35	**SPECIALIZED EQUIPMENT**	
35-0001	CRAWLER DOZER	T065HX898018
35-0027	2001 LOADER/BOBCAT	514147010
35-0041	T300 BOBCAT	525415212
35-0061	KUBOTA BACKHOE	30767
35-0064	2012 KUBOTA EXCAVATOR W/RUBTKS/4P	41826
35-0066	2013 KUBOTA EXCAVATOR	74888
35-0067	Cat 305E2 Excavator	H5M07145
35-0068	John-Deere 325G Compact Track Loader	1T0325GMJKJ34
35-999	Rental Mini	

ID	DESC	VIN#

Johnson-Davis, Inc.
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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

October 12, 2022

JOHNSON-DAVIS INC.
604 HILLBRATH DRIVE
LANTANA, FLORIDA 33462

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, GRADING, MINOR BRIDGES, UNDERGROUND UTILITIES, SANITARY SEWER, WATER MAIN, FORCE MAIN, DRIVING STEEL SHEET PILE, RIP RAP, RUBBLE RIP RAP, UTILITY WORK (WATER & SEWER)

Unless notified otherwise, this Certificate of Qualification will expire **12/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor AA

for Alan Autry, Manager
Contracts Administration Office

AA:cg

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

FDOT

Contractor Pre-Qualification (CPQ)

Annual Application

10/12/2022 2:33:21 PM EST

Vendor Number: F591753888001
Name: JOHNSON-DAVIS INC.
Application Status: COMPLETED
Fiscal Year End Date: 6/30/2022
Application Due Date: 10/31/2022
Expiration Date: 12/30/2023

NOTE: The Capacity shown below will not be effective until 12/30/2022
NOTE: The Capacity shown below will be reduced by your Work Underway to determine your Available Bidding Capacity.

Adjusted Current Ratio:	2		
Ability Score:	75	**Surety Multiplier:**	0
Ability Factor:	4	**Calculated Maximum Bid Capacity:**	$ 110,650,000.00
Adjusted Net Worth:	$ 13,830,029.00		

Document	Attached	Received	Document Attached
Audited or Reviewed Financial Statements	10/11/2022	10/11/2022	N/A
Affidavit	10/11/2022	10/11/2022	AFFIDAVIT-.PDF Request Document
Equipment	10/11/2022	10/11/2022	EQUIPMENT 2022 .PDF Request Document

Johnson-Davis, Inc.
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Johnson-Davis, Inc.

Memo

Re: Notice of Random Drug Screening

In compliance with the Johnson-Davis, Inc. Drug-Free Workplace Policy, each employee, as a condition of continued employment, is subject to medical or physical examination or tests, including urine drug screen. An employee, who refuses to submit to drug testing, as provided for in this Policy, will be asked to leave the office or project site immediately and the employee will be discharged.

Please complete and sign the attached acknowledgement and authorization form and return to your foreman and/or superintendent. You must proceed to a LabCorp testing center in your local area upon receipt of this notice. (See superintendent for LabCorp locations).

A copy of the Johnson-Davis, Inc. Drug-Free Workplace Policy is also attached for your information and reference. Please keep a copy of this policy along with your employee handbook.

Thank you for your cooperation.

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

WHAT TO DO ABOUT HARASSING CONDUCT . . .

An employee who believes he or another Company employee has been subjected to harassing conduct should immediately contact the Human Resources Director. A prompt investigation will be conducted of each and every complaint and appropriate action will be taken. Employees are required to participate in all J-D investigations.

Complaints will be handled confidentially, to the extent possible. The Human Resources Director has the responsibility for investigating and resolving complaints of harassment. In the event of a complaint involving the Human Resources Director, J-D's President should be notified and he will fulfill the investigatory role in this process.

No Retaliation or Reprisals

Employees have a duty to report any harassment they either experience or observe, regardless of whether the alleged harassment is being perpetrated by a J-D employee or any other third party. Under no circumstances will a person be retaliated against because of a bona fide report of harassing conduct.

Drug-Free Workplace

J-D is committed to protecting the safety, health, and well-being of its employees and all individuals who come into contact with its workplace and property, and/or use its products and services. As part of this mission, J-D is committed to maintaining a Drug-Free Workplace.

Substance abuse, which includes the possession, use or sale of illegal drugs or the unlawful use or misuse of lawful substances, including alcohol and prescription drugs, will not be tolerated. J-D also prohibits the illicit use, possession, sale, attempted sale, purchase, attempted purchase, conveyance, distribution, cultivation or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner. It is a condition of employment at J-D to refrain from using illegal drugs and unlawfully using lawful substances, including alcohol and prescription medicines, and to abide by the guidelines of the Company's Drug-Free Workplace Policy.

Johnson-Davis, Incorporated

Financial Statements
For the Year Ended June 30, 2022

Keefe McCullough
50 YEARS
CPA's + Trusted Advisors

Johnson-Davis, Inc.
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Johnson-Davis, Incorporated

Financial Statements
For the Year Ended June 30, 2022

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Johnson-Davis, Inc.
604 Hillbrath Dr.
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Keefe McCullough
50 YEARS
CPA's + Trusted Advisors

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Johnson-Davis, Incorporated

Opinion

We have audited the accompanying financial statements of Johnson-Davis, Incorporated (the "Company"), which comprise the balance sheet as of June 30, 2022, and the related statements of income and retained earnings and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of June 30, 2022, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

KEEFE McCULLOUGH

Fort Lauderdale, Florida
October 10, 2022

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
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Johnson-Davis, Incorporated
Balance Sheet
June 30, 2022

Assets:		
Current assets:		
Cash		$ 3,758,672
Contract receivables, net of allowance for doubtful accounts of $ 367,679		7,288,407
Contract assets:		
Conditional retainage receivables	$ 1,777,988	
Revenues earned in excess of amounts received or receivable	3,158,514	4,936,502
Other receivables		76,851
Other prepaid expenses		5,343
Prepaid income taxes		7,790
Inventory		191,175
Total current assets		16,264,740
Property and equipment, at cost:		
Machinery and equipment	$ 9,761,960	
Automotive equipment	2,077,224	
Buildings and improvement	1,867,368	
Furniture and fixtures	588,708	
	14,295,260	
Less accumulated depreciation	10,342,601	
	3,952,659	
Land	597,902	4,550,561
Other assets:		
Deposits and other assets	300,407	300,407
Total assets		$ 21,115,708

The accompanying notes to financial statements are an integral part of the statements.

Johnson-Davis, Inc.
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Johnson-Davis, Incorporated
Balance Sheet
June 30, 2022

Liabilities:		
Current liabilities:		
Accounts payable		$ 2,587,849
Accrued expenses		2,194,933
Federal income taxes payable		34,286
Current portion of debt		671,140
Contract liability - payments received or receivable in excess of revenues earned		381,260
Total current liabilities		5,869,468
Long-term liabilities:		
Deferred tax liability, less current portion		528,900
Debt, less current portion		496,920
Total long term liabilities		1,025,820
Total liabilities		6,895,288
Stockholders' Equity:		
Capital stock, 500 shares of $ 1 par value common stock authorized, 100 shares issued and 81.69 shares outstanding	$ 100	
Paid in capital	11,737	
Treasury Stock, 18.31 shares, at cost	(1,337,907)	
Retained earnings	15,546,490	14,220,420
Total liabilities and stockholders' equity		$ 21,115,708

The accompanying notes to financial statements are an integral part of the statements.

Johnson-Davis, Inc.
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Johnson-Davis, Incorporated
Statement of Income and Retained Earnings
For the Year Ended June 30, 2022

Contract and Service Revenues		$ 35,838,283
Cost of Revenues, including provision for depreciation of $ 1,217,339		28,827,500
Gross profit		7,010,783
Selling, General and Administrative Expenses:		
Selling, general and administrative expenses, including a provision for depreciation of $ 110,317		7,456,926
Income (loss) from operations		(446,143)
Other Income (Expense):		
Miscellaneous income	$ 62,756	
Gain on sale of property and equipment	420,261	
Interest income	14,636	
Interest expense	(1,852)	
Miscellaneous expense	(1,127)	494,674
Income (loss) before provision (credit) for income taxes		48,531
Provision (Credit) for Income Taxes:		
Current		92,856
Deferred		(70,800)
Net income (loss)		26,475
Retained Earnings, July 1, 2021		15,520,015
Retained Earnings, June 30, 2022		$ 15,546,490

The accompanying notes to financial statements are an integral part of the statements.

Johnson-Davis, Inc.
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Johnson-Davis, Incorporated
Statement of Cash Flows
For the Year Ended June 30, 2022

Cash Flows From Operating Activities:		
Net income (loss)		$ 26,475
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Provision for depreciation		1,327,656
Gain on sale of property and equipment		(420,261)
Adjustment in the allowance for doubtful accounts		24,363
(Increase) decrease in assets:		
Contract receivables		(1,200,928)
Conditional retainage receivables		862,351
Revenues earned in excess of amounts received or receivable		(904,521)
Other receivables		(74,851)
Inventory		(14,089)
Prepaid Income taxes		54,021
Other prepaid expenses		35,610
Increase (decrease) in liabilities:		
Accounts payable		28,389
Accrued expenses		289,529
Federal income taxes payable		34,286
Contract liability - payments received or receivable in excess of revenues earned		(539,591)
Deferred tax liability		(70,800)
Net cash provided by (used in) operating activities		(542,361)
Cash Flows From Investing Activities:		
Payments for purchase of property and equipment	$ (143,739)	
Proceeds from sale of property and equipment	245,261	
Net cash provided by (used in) investing activities		101,522
Cash Flows From Financing Activities:		
Principal payments on debt	(754,888)	
Net cash provided by (used in) financing activities		(754,888)
Net increase (decrease) in cash		(1,195,727)
Cash, July 1, 2021		4,954,399
Cash, June 30, 2022		$ 3,758,672

The accompanying notes to financial statements are an integral part of the statements.

Johnson-Davis, Inc.
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Note 1 - Organization and Operations

Johnson-Davis, Incorporated (the "Company") is involved in the construction industry, principally the installation and repair of underground water, sewer and drainage lines.

Note 2 - Summary of Significant Accounting Policies

Revenue and cost recognition: In general, the Company recognizes revenues from fixed-price and modified fixed-price contracts using the cost-to-cost input method, which measures progress toward completion based on the percentage of cost incurred to date to estimated total cost for each contract. That method is used because management considers total cost to be the best available measure of progress on the contracts. Income is recognized when progress on the contract reaches a point where experience is believed to be sufficient to establish estimates reasonably indicative of the final results. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates will change within the near term.

Contract costs include all direct materials, labor costs, equipment, and subcontractors; and those indirect costs related to contract performance. Costs of inefficiencies or wasted resources (materials or labor) are excluded when measuring progress and are expensed as incurred. General and administrative expenses 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 may result in revisions in costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from variable consideration (such as incentives for completing a contract early or on time, penalties for not completing a contract on time, claims for which the Company has enforceable rights, or contract modifications/change orders in which the scope of modification has been approved, but the price has not been determined or approved) are accounted for as changes in estimates in the current period, but limited to an amount that will not result in a significant reversal of revenue in future periods.

The contract asset, "Revenues earned in excess of amounts received or receivable," totaling $ 3,158,514, represents revenues recognized in excess of amounts billed. The contract liability, "Payments received or receivable in excess of revenues earned," totaling $ 381,260, represents billings in excess of revenues recognized.

All other services are accounted for using the accrual method of accounting.

Concentrations of credit risk: Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash, investments, and receivables. The Company's ability to collect these receivables are dependent upon current economic conditions and the financial condition of its customers. In general, the Company follows the practice of filing statutory liens on contracts where collection problems may be anticipated. The liens serve as collateral on certain receivable balances. The Company has cash in financial institutions that are insured by the Federal Deposit Insurance Corporation ("FDIC"). At various times throughout the year, the Company may have balances at financial institutions that exceed the insured amount. Amounts are maintained with what management believes to be quality financial institutions.

Contract receivables and allowance for doubtful accounts: Contract receivables are composed of amounts due from interim and final billings on long-term construction contracts as well as current billings from other services provided and are reported at the amount management expects to collect from outstanding balances. Management provides for an allowance for uncollectible amounts based on the Company's historical bad debt experience and management's judgment. As of the year ended June 30, 2022, management feels the allowance for doubtful accounts is reasonably stated.

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Note 2 - Summary of Significant Accounting Policies (continued)

Provision for depreciation: Depreciation is provided for using the straight-line method over the estimated useful lives for each asset category as follows:

Machinery and equipment	5-10 years
Automotive equipment	3-7 years
Furniture and fixtures	5 years
Buildings and improvements	5-39 years

Minor additions and repair and maintenance items not extending the original useful life of the assets are expensed as incurred. Additions and major renewals are capitalized.

Use of estimates: The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Inventory: Inventory consists of small tools and supplies and is recorded at cost which approximates fair market value.

Advertising costs: The Company expenses advertising costs as incurred. Advertising expenses amounted to approximately $ 40,100 for the year ended June 30, 2022.

Date of management's review: Subsequent events have been evaluated through October 10, 2022 which is the date the financial statements were available to be issued.

Note 3 - Contract Receivables

Contract receivables at June 30, 2022 consist of billed:

Completed contracts	$	279,044
Contracts in progress		7,117,567
Unconditional retainage		259,475
		7,656,086
Less allowance for doubtful accounts		367,679
	$	7,288,407

At June 30, 2021, the balance of contract receivables was $ 6,111,842.

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Note 4 - Cost and Estimated Earnings on Uncompleted Contracts

The revenue and billing status of contracts in progress at June 30, 2022, is as follows:

Costs and estimated earnings on uncompleted contracts	$	44,886,891
Less billings to date		42,109,637
Net billings on uncompleted contracts in excess of costs and estimated earnings	$	2,777,254

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

Revenues earned in excess of amounts received or receivable	$	3,158,514
Payments received or receivable in excess of revenues earned		(381,260)
Net contract asset (liability)	$	2,777,254

At June 30, 2021, the balance in the revenues earned in excess of amounts received or receivable (a contract asset) was $ 2,253,993 and the balance in payments received or receivable in excess of revenues earned (a contract liability) was $ 920,851.

Note 5 - Line of Credit

At June 30, 2022, the Company had a $ 2,000,000 revolving line of credit payable upon demand. The line of credit is renewed annually and is now due April 2023, is secured by certain assets of the company and is personally guaranteed by stockholders of the Company. Advances on this obligation bear interest at the Wall Street Journal Prime rate plus .50%, subject to a floor of 3.50%. There is no outstanding balance of this facility at June 30, 2022. There are certain restrictive covenants relating to this line of credit. At June 30, 2022, the Company was in compliance with all such covenants.

Note 6 - Debt

Debt as of June 30, 2022 consists of:

Nine installment contracts with finance companies payable in aggregate monthly installments totaling approximately $ 68,800, eight of which bear zero interest through May 2024 and one bearing interest of 5.15% payable through May 2026. These obligations are personally guaranteed by certain Company stockholders and are collateralized by certain property and equipment.	$	1,144,825

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Note 6 - Debt (continued)

A capital lease with a financial institution payable in monthly installments totaling approximately $ 1,000 including interest at 1.66% through September 2025. This obligation is personally guaranteed by certain Company stockholders and is collateralized by automotive equipment.	23,235
	1,168,060
Less current portion of debt	671,140
	$ 496,920

Future loan principal payments, installment contract principal payments, and capital lease minimum payments, interest, and principal in the aggregate are approximately as follows:

Year Ending June 30,	Installment Contracts	Capital Lease Minimum Payment	Capital Lease Imputed Interest	Capital Lease Net	Total Debt
2023	660,800	12,200	1,900	10,300	671,100
2024	391,700	12,200	1,900	10,300	402,000
2025	45,600	3,300	600	2,700	48,300
2026	46,700	-	-	-	46,700
Thereafter	NONE	NONE	NONE	NONE	NONE
Totals	$ 1,144,800	$ 27,700	$ 4,400	$ 23,300	$ 1,168,100

Note 7 – Commitments and Contingencies

Leases: The Company leased various pieces of office and automotive equipment for approximately $ 38,300 per month. Lease expense for the year ended June 30, 2022 for these and presently expired leases amounted to approximately $ 391,000. The following is a schedule of future minimum lease payments relating to all of the Company's operating leases:

Year Ending June 30,	
2023	$ 351,200
2024	$ 249,200
2025	$ 124,600
Thereafter	$ NONE

Litigation: From time to time, the Company may be involved in litigation in the normal course of business. While the ultimate effect of such litigation cannot be ascertained at this time, in the opinion of management, the Company has sufficient insurance coverage to cover any claims and/or liabilities, which may arise from any such actions. Management believes that the effect of such losses, if any, is not expected to have a material adverse effect on the financial condition of the Company.

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Note 8 - Provision (Credit) for Income Taxes

Deferred income taxes result from timing differences in reporting income for financial statement purposes and for tax purposes. Such differences relate primarily to differences in the methods of providing for depreciation along with others including the allowance for doubtful accounts. The most significant timing difference is caused by accelerated depreciation methods being used for tax reporting while straight-line depreciation is used for financial reporting. The total deferred tax liability for the year ended June 30, 2022 was $ 528,900.

The Company adopted Financial Accounting Standards Board Accounting Codification, *Accounting for Income Taxes* (ASC740), which requires the Company's deferred taxes to be recorded at the rate that is expected to be in effect when deferred taxes will be paid, rather than the rate in effect when the deferred taxes arise.

The tax provisions (credits) for the year ended June 30, 2022 consists of the following components:

	Federal	State	Total
Current	$ 81,566	$ 11,290	$ 92,856
Deferred	(69,940)	(860)	(70,800)
	$ 11,626	$ 10,430	$ 22,056

Note 9 - Supplemental Cash Flow Information

Supplemental Disclosure of Cash Flow Information:

Cash paid (received) during the year for -	
Interest expense	$ 1,852
Income taxes	$ 4,549
Cash received during the year for -	
Interest income	$ 14,636

Noncash Investing and Financing Activities:

Cash Flows From Investing Activities:	
Acquisition of property and equipment -	
Cost of property and equipment	$ 799,368
Less property and equipment financed	(480,629)
Less property and equipment traded in	(175,000)
Cash paid for purchases of property and equipment	$ 143,739
Cash Flows From Financing Activities:	
New debt issued -	
Issued debt	$ 480,629
Less: property and equipment financed	(480,629)
Proceeds from debt, net	$ -

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Note 10 - Retirement Plan

The Company has adopted a 401(k) retirement plan covering employees who have attained the age of eighteen and one year of service with the Company. Contributions are based upon the amount of compensation each participant elects to defer yearly. Generally, such deferral amount may not exceed the lesser of 100% of total compensation or $ 20,500 ($ 27,000 if over age 50) for 2022 for each participant. The Company has made a Safe Harbor election for the plan year whereby the matching contribution is dollar-for-dollar on salary deferrals up to three percent (3%) of qualified compensation and fifty-cents on the dollar on salary deferrals from three percent (3%) to five percent (5%) of qualified compensation. The Safe Harbor matching contribution is fully vested when made. For the year ended June 30, 2022, the Company contributed approximately $ 155,000 to the Plan.

Note 11 - Bonding

At June 30, 2022, the Company had outstanding performance and payment bonds with an insurance company for approximately $ 52,198,000. This surety bond is guaranteed by the Company and certain stockholders.

Note 12 - Backlog

The following schedule summarizes changes in backlog contracts during the year ended June 30, 2022. Backlog represents the amount of revenue the Company expects to realize from work to be performed on contracts in progress at year end and from contractual agreements on which work has not yet begun:

Backlog balance as of July 1, 2021	$	33,332,225
New contracts entered into during the year and adjustments		38,047,364
Less contract revenues earned during the year		(35,838,283)
Backlog balance as of June 30, 2022	$	35,541,306

Agreement with Johnson-Davis Incorporated...

Final Audit Report 2023-10-20

Created:	2023-10-20
By:	Miguel Machuca (mmachuca@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAW_zalaqD_Zs2j0rWJkTUpO4sTnlaTg2x

"Agreement with Johnson-Davis Incorporated..." History

Document created by Miguel Machuca (mmachuca@coralsprings.gov)
2023-10-20 - 4:40:05 PM GMT

Document emailed to William Cryer (ccryer@johnsondavis.com) for signature
2023-10-20 - 4:42:21 PM GMT

Email viewed by William Cryer (ccryer@johnsondavis.com)
2023-10-20 - 5:00:19 PM GMT

Document e-signed by William Cryer (ccryer@johnsondavis.com)
Signature Date: 2023-10-20 - 5:00:54 PM GMT - Time Source: server

Document emailed to cgomez@coralsprings.gov for signature
2023-10-20 - 5:00:59 PM GMT

Email viewed by cgomez@coralsprings.gov
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Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez
2023-10-20 - 5:11:37 PM GMT

Document e-signed by Christina Gomez (cgomez@coralsprings.gov)
Signature Date: 2023-10-20 - 5:11:39 PM GMT - Time Source: server

Agreement completed.
2023-10-20 - 5:11:39 PM GMT

AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND MARCDAN, INC. FOR GENERAL CONTRACTING SERVICES – VARIOUS UTILITIES AND STREETS PROJECTS

THIS AGREEMENT, made and entered into the _____ day of _____, 2023 (hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

MARCDAN, INC.
a Florida profit corporation
2721 SW 137th Avenue, Suite 104
Miami, Florida 33175
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on August 4, 2023, the CITY issued a Request for Letter of Interest (LOI NO. 23-B-311) for General Contracting Services - Various Utilities and Streets Projects (hereinafter "LOI"); and

WHEREAS, CITY staff has reviewed the proposals and recommends that CONTRACTOR be selected for the services identified in the LOI, attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the intent of CITY is to recommend multiple awards to the City Commission and establish an approved list of qualified contractors; and

WHEREAS, the recommended contractors will provide general contracting services for various Utilities and Streets projects at various locations through the City; and

WHEREAS, the Evaluation Committee recommends the inclusion of Contractor on City's approved list; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. PURPOSE

2.01 CITY hereby retains the CONTRACTOR to provide general contracting services for various Utilities and Streets projects.

2.02 CONTRACTOR agrees that should the work performed by CONTRACTOR not meet CITY's standards or be to the satisfaction of CITY, CONTRACTOR shall be required to redo services described or perform any corrective measures that CITY, in its sole discretion, deem appropriate.

2.03 In the event that CONTRACTOR damages any property of CITY, CONTRACTOR agrees that it shall be responsible to either repair or replace the damaged property and that property shall be restored to its original condition.

SECTION 3. SCOPE OF WORK

3.01 CONTRACTOR acknowledges that its company is on an approved list of general contractor companies to be considered by City to provide general contracting and renovation repair services for various small to medium Utilities and Streets projects located throughout the City.

3.02 CONTRACTOR acknowledges and agrees to the terms and conditions provided in this Agreement.

3.03 CONTRACTOR acknowledges that from time to time CITY will contact CONTRACTOR to perform a specified project. All work to be performed by CONTRACTOR must be authorized by the City's Project Manager.

3.04 CONTRACTOR, upon notification from CITY, shall provide a proposed scope of work including the time frame for completion of the project and price, which shall include costs for materials and costs for labor for the proposed work project. Upon authorization of work by CITY'S Project Manager, CONTRACTOR shall receive a purchase order prior to the commencement of the project. The purchase order shall incorporate the authorized scope of work for the project.

3.05 CONTRACTOR shall be responsible for obtaining any permits required by CONTRACTOR before commencement of any work at the work site.

3.06 CONTRACTOR shall provide CITY on forms furnished by CITY a 100% Payment and Performance Bond when the dollar value of any individual project awarded under the contract exceed One Hundred Thousand Dollars ($100,000.00).

3.07 Prior to the commencement of any project, CONTRACTOR shall have a meeting with the Project Manager and any other party designated by CITY.

SECTION 4. CONSIDERATIONS

4.01 Should CITY request services from CONTRACTOR, such services shall be provided in accordance with a written price quote for that particular project, which is inclusive of all fees and expenses, including travel and other direct expenses.

4.02 Invoices: CONTRACTOR shall submit invoices for payment to CITY'S designated Project Manager. CITY will pay invoices submitted by CONTRACTOR for completed work after final approval of CITY'S Project Manager and the final approval of all required building permit inspections.

SECTION 5. RESPONSIBILITIES OF CITY

CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

SECTION 6. TERM OF AGREEMENT

This Agreement will commence upon approval of the City Commission and shall terminate on November 30, 2026, unless otherwise terminated pursuant to Section 7 of this Agreement. CITY reserves the right to renew this contract for one (1) additional three (3) year period based on CONTRACTOR'S acceptable level of performance and approved and available funding.

SECTION 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY's 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 CONTRACTOR must state that the Agreement is being 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 subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the CITY shall give the CONTRACTOR written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the

CONTRACTOR has failed to correct the condition(s) of the default, or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case the CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to the CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: The CONTRACTOR agrees to indemnify, defend, save and hold the CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of the CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of the CONTRACTOR under this Agreement or the breach of this Agreement by the CONTRACTOR.

8.02 The CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of the CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 The CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, the CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the CITY if the CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds

one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, the CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. INSURANCE

10.01 The CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. The CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

(a) Premises and Operations.
(b) Independent Contractors.
(c) Product and Completed Operations Liability.
(d) Broad Form Property Damage.
(e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
(f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, THE CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of the CONTRACTOR. The CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect the CONTRACTOR's interests or liabilities but are merely minimum requirements established by the CITY's Risk Management Coordinator. The CITY reserves the right to require any other insurance coverages that the CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 The CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million ($1,000,000.00) Dollars for each category), and the CONTRACTOR shall provide verification thereof to the CITY upon request of the CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

10.07 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the CITY is named as an additional named insured shall not apply to the CITY. The CITY shall provide written notice of occurrence within fifteen (15) working days of the CITY's actual notice of such an event.

10.09 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and the CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

SECTION 11. ACCIDENT PREVENTION

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

SECTION 12. 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 this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. The CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

SECTION 14. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. PERMITS, FEES AND LICENSES

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. TAXES

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. CONFLICT OF INTEREST

17.01 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.

17.02 CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 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.

SECTION 18. WARRANTIES

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 Changes in Staff. The CONTRACTOR will advise the CITY not less than thirty (30) days in advance of any proposed changes in the CONTRACTOR's staff assignment to enable the CITY an opportunity to discuss such proposed changes with the CONTRACTOR.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit 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 and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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 non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 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 accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

22.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

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

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 23. 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.

SECTION 24. 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. 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 of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. GOVERNING LAW; VENUE

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

26.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 27. CONSTRUCTION OF AGREEMENT

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 29. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 30. FORCE MAJEURE AND APPROPRIATION

30.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

30.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 31. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR has otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of the termination of this Section.

SECTION 32. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1104

CONTRACTOR: Jesus Quinones
Marcdan, Inc.
2721 SW 137th Avenue, Suite 104
Miami, Florida 33175
Tel.: (786) 269-1765

SECTION 33. This Agreement shall become effective upon approval by the City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and MARCDAN, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez
Christina Gomez (Oct 24, 2023 11:22 EDT)

CHRISTINA M. GOMEZ
Assistant City Attorney

MARCDAN, INC.

By: Jesus Quinones

Title: Owner

Print Name: Jesus Quinones

Detail by Entity Name

Florida Profit Corporation
MARCDAN , INC.

Filing Information

Document Number	P10000041437
FEI/EIN Number	27-2569597
Date Filed	05/13/2010
Effective Date	05/12/2010
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	03/22/2021
Event Effective Date	NONE

Principal Address

2721 SW 137 AVE,
SUITE 104
MIAMI, FL 33175

Changed: 09/02/2021

Mailing Address

2721 SW 137 AVE,
SUITE 104
MIAMI, FL 33175

Changed: 09/02/2021

Registered Agent Name & Address

QUINONES, MAYRA
2721 SW 137 AVE,
SUITE 104
MIAMI, FL 33175

Address Changed: 01/24/2022

Officer/Director Detail

Name & Address

Title PT

QUINONES, JESUS
2721 SW 137 AVE #104
MIAMI, FL 33175

Title VS

QUINONES, MAYRA
2721 SW 137 AVE #104
MIAMI, FL 33175

Annual Reports

Report Year	Filed Date
2021	01/27/2021
2022	01/24/2022
2023	01/04/2023

Document Images

01/04/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
05/17/2021 -- Off/Dir Resignation	View image in PDF format
03/22/2021 -- Amendment	View image in PDF format
01/27/2021 -- ANNUAL REPORT	View image in PDF format
01/21/2020 -- ANNUAL REPORT	View image in PDF format
03/18/2019 -- ANNUAL REPORT	View image in PDF format
03/15/2019 -- Amendment	View image in PDF format
02/09/2018 -- ANNUAL REPORT	View image in PDF format
03/20/2017 -- ANNUAL REPORT	View image in PDF format
03/08/2016 -- ANNUAL REPORT	View image in PDF format
04/24/2015 -- ANNUAL REPORT	View image in PDF format
04/07/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
03/14/2012 -- ANNUAL REPORT	View image in PDF format
04/30/2011 -- ANNUAL REPORT	View image in PDF format
05/13/2010 -- Domestic Profit	View image in PDF format

EXHIBIT A

CORAL SPRINGS
EVERYTHING UNDER THE SUN

DATE: August 4, 2023 **LOI NO. 23-B-311**

REQUEST FOR LETTERS OF INTEREST

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Letters of Interest (L.O.I.) together with the Qualifications Statements and Proposal Form included herein and any other information relative to the experience, expertise or proficiency of the Offeror, at the office of the Purchasing Manager, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, (954) 344-1100, for furnishing the services described below:

GENERAL CONTRACTING SERVICES-VARIOUS UTILITIES & STREETS PROJECTS

L.O.I.'s must be received and time stamped by the Purchasing Manager, either by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, August 30, 2023. A public opening will take place at or before 2:15 p.m. in the Everglades Room located on the first floor of City Hall on the same date. Facsimile submittals will not be accepted. Any L.O.I.'s received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a L.O.I. is received will be resolved against the Offeror. Electronic L.O.I. Submittals will be accepted through DemandStar.com or can be emailed to bids@coralsprings.gov. Physically delivered L.O.I. Submittals will also be accepted.

Any questions you may have regarding this L.O.I. can be sent via email to mmachuca@coralsprings.gov. The last day to submit questions will be Monday, August 21, 2023 by 5:00p.m. Questions received after the stated date and time will not be addressed.

CITY reserves the right to reject any or all L.O.I.'s, to waive any or all L.O.I.'s received, to re-advertise for L.O.I.'s, to award in whole or in part to one or more Offeror's or take any other such actions that may be deemed to be in the best interests of the CITY.

Miguel Machuca
Assistant Purchasing Manager

I. REQUEST FOR LETTERS OF INTEREST PROCEDURE

Pursuant to the Request for Letters of Interest (LOI), City is soliciting interested firms to submit qualifications statements, and other information relative to various repair, renovation, and construction projects for the City. Responses to this LOI will be evaluated by a Selection/Negotiation Committee. Firms which did not provide the information requested or which failed to meet the minimum qualification criteria shall be disqualified from further consideration. This LOI is divided into two (2) sections:

1. Forms
2. Firm's Background and Experience

Completed proposals shall be submitted by enclosing the included forms along with the information of your firm as request in Section IV "Submission Requirements" in a sealed envelope. The outside of the envelope shall positively identify the Offeror, and the name of the Letter of Interest.

After review of all submissions, the evaluation committee will select a minimum of two (2) firms. In determining whether a firm is qualified, the City shall consider such factors as the ability of professional willingness to meet time and budget requirements; location; recent, current and projected workloads of the firms; expertise, experience and knowledge in the construction and renovation field, and the volume and quality of work previously awarded to each firm. After firms are selected those firms will be required to sign a contract for general contracting services. A recommendation of award of the selected contractors will then be presented to the City Commission. As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in Letters of Interest received.

II. SCOPE OF SERVICES

The City of Coral Springs is interested in obtaining proposals from licensed general and/or underground contractor(s) to complete various small to medium size utilities and street construction projects on an as needed basis at various locations throughout the City. There is no guarantee as to the actual amount of work given to any Contractor.

The primary purpose of this LOI is to establish a list of approved contractors that are qualified to complete various small to medium size utilities and street construction projects for the City. The department in need of such services will contact the approved contractors and provide them with a detailed scope of services for the project. The contractors will visit the project site if needed to view and better understand the work that is entailed. A written proposal will be prepared by the contractor and sent to the requesting department that will then evaluate received proposal to determine if the price and time given to complete the project is fair and reasonable.

The initial term of the contract for these services will be for three (3) years, renewable for one (1) additional three (3) year time period.

III. REQUIREMENTS

- Contractor must have one of the following licenses:

  - Hold a current General Contractor or Underground Utility and Excavation Contractor license as listed in Florida Statue 489.105.

- Contractor is to have a minimum of five (5) years of General and/or Underground Utilities and Excavation contracting experience.

- Contractor must have proof of proper insurance as stated within the solicitation.

- Contractor is to provide all necessary manpower, equipment, and materials needed to perform general underground utilities and maintenance services along with any non-emergency and emergency repairs that may arise. Emergency repairs may include night work and holidays.

- Contractor will be responsible to assure that all work is performed in accordance with all State, County and local codes and requirements. The contractor will be responsible for obtaining any required permits. City can provide engineering drawings on selected projects when necessary.

- Contractor must be experienced, knowledgeable, and skilled in both underground and above ground type construction, installations, additions, alterations, repairs, and demolition of the following nature but not limited to:

  - Furnish & Installation of water and sewer distribution systems or components underground and above ground.

  - Furnish & Installation of stormwater systems and components including site restoration.

  - Utility exploration and Subsurface Utility Engineering

  - Furnish & Installation of new pipe and structures as well as replacement and abandonment of existing pipe and structures.

  - Miscellaneous concrete installation and repairs to include but not limited to roadways, sidewalks, driveways, and site restorations.

  - Minor lift station repair and rehabilitation. Installation of bypass pumping systems may be required.

- Contractor will provide copies of invoices for materials upon request by the City for audit purposes.

- All projects will require a firm written quote given to the City Project Manager for approval prior to start of work.

- City does not guarantee any minimum amount of work to be completed under this contract. Work will vary depending on the amount of work projects required by the various City Departments.

- Work projects to be completed under this contract will be small to medium in scope. Most projects will take a few days to a few weeks to complete and individual project costs will vary from under a thousand dollars to over one hundred thousand dollars.

- Performance Bonds will be required for projects over $100,000 and shall be recorded with Broward County prior to issuance of Purchase Order.

IV. L.O.I. SUBMISSION REQUIREMENTS

1. **Firm Qualifications**

Attached to this LOI is a Qualifications Statement, which all responding firms should complete in full. Failure to complete this form may constitute grounds for disqualification of the responding firm from further consideration regarding this project.

Offerors shall provide a description of the firm, including the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in completion of similar work will be directly beneficial to the City in the completion of this program.

Offerors shall identify the contact person and supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis on their experience with similar projects. If resumes are not available at the time the proposal is submitted, Offeror's should provide a listing of the qualifications, including education, experience, honors and awards received, professional associations of which the firm and/or its personnel are members.

Additional information to be provided with LOI submittal:

1. A brief but complete profile of the company
2. Listing of past and current similar projects
3. Copies of professional and occupational licenses
4. Reference where you were the prime contractor on projects of similar nature.
5. Any prior experience working with government agencies is preferable.

2. **Copies of Submission**

If submitting in person, one (1) sealed original copy and one (1) electronic copy (flash drive) of the entire Request for Proposal should be submitted to the City of Coral Springs, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, to the attention of Mr. Miguel Machuca, Assistant Purchasing Manager. Electronic submission of proposals will be accepted through Demandstar.com or emailed to bids@coralsprings.gov.

3. **Addenda, Additional Information**

Any addenda or answers to written questions supplied by the City to participating Offerors shall become part of this Request for Letters of Interest and the resulting contract. The Offeror's Certification form shall be signed by an authorized company representative, dated and returned with the Letter of Interest.

No negotiations, decisions or actions shall be initiated by the Offeror as a result of any discussions with any City employee. Only those communications which are in writing from the Purchasing Manager may be considered as a duly authorized expression. Also, only communications from Offerors, which are signed, and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

V. INSURANCE

1. Prior to Award and in any event prior to commencing work, the Successful Offeror shall provide CITY with certified copies of all insurance policies providing coverage as required.

2. **ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT.** INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

3. The Successful Offeror shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

   (a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of Two Hundred Thousand and xx/100 dollars ($200,000.00) per accident. Successful Offeror shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

   (b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Offeror in the performance of the work with the following minimum limits of liability:

   $ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(c) Comprehensive General Liability with the following minimum limits of liability:

$ 1,000,000	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ - A+

The Successful Offeror shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than one million ($1,000,000) Dollars for each category), and the Successful Offeror shall provide verification thereof to CITY upon request of CITY.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

The Successful Offeror shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance. The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

The Successful Offeror shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.

The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of CITY.

Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Offeror shall thereupon cease and terminate.

OWNER'S Liability and Insurance: OWNER shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others on the Work. 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 Florida Statute 768.28 and Florida Statute 95.11.

VI. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR, specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR, under this Agreement or the breach of this Agreement by CONTRACTOR.

CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

VII. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

VIII. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

IX. CONE OF SILENCE

The cone of silence prohibits any communication regarding a particular bid between a potential bidder, vendor, or lobbyist and the city's professional staff, city commissioners, the mayor, or their respective staffs. The cone of silence does not apply to duly noticed site visits to determine the competency of bidders during the period between bid opening

and the issuance of an award, oral communications at pre-bid conferences, oral presentations before publicly noticed evaluation committee meetings, or during contract negotiations. The cone of silence commences after the advertising of the formal bid or request for proposal. The cone of silence terminates upon award by the city commission.

X. SCHEDULE OF EVENTS

The schedule of events, relative to this proposal shall be as follows:

	Event	**Date** (on or by)
1.	Issuance of Request for Letters of Interest	08/04/2023
2.	Deadline for Questions	08/21/2023
2.	Opening of Letters of Interest	08/30/2023
3.	Submission Evaluations	08/31/2023-09/08/2023
4.	Award of Contract	10/04/2023

CITY reserves the right to delay scheduled dates and to provide notice to all persons responding to Requests for Letter of Interest.

XI. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH L.O.I.'s

1. The following documents are to be executed, notarized, (if applicable) and submitted as a condition to this Request for Letters of Interest:
   a) Offeror's Certification
   b) Non-Collusive Affidavit
   c) Qualifications Statement
   d) Certificates of Insurance
   e) Certification Pursuant to F.S. 287.135
   f) Affidavit of Compliance with Foreign Entity Laws
   g) Drug-Free Workplace Certification
   h) Proof of E-Verify Registration

XII. AWARD OF CONTRACT

The Contract should be awarded by CITY's Commission to the most responsible and responsive Offeror(s) for the Proposal(s) whose evaluation by CITY's Evaluation Committee indicates to the CITY that the award will be in the best interests of the CITY.

The Offeror to whom award is made shall execute a written contract prior to Notice of Award. If the Offeror to whom the first award is made fails to enter into a contract as herein provided, the award may be annulled and the contract left to another Offeror who is responsible and responsive in the opinion of CITY. Such Offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

Offerors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Offeror's social, political, or ideological interests when determining if the Offeror is a responsible Offeror. Offerors are further notified that the City's governing body may not give preference to an Offeror based on the Offeror's social, political, or ideological interests.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 28 **day of** August, 2023.

Marcdan Inc
Printed Name of Corporation

Florida
Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Jesus Quinones
Printed Name of President or other authorized officer

ATTEST:

2721 SW 137 ave suite 104
Address of Corporation

By _____
Secretary

Miami, FL, 33175
City/State/Zip

786-264-1765
Business Phone Number

State of FL
County of Miami Dade

The foregoing instrument was acknowledged before me this 28 **day of** August, 2023, **by (Name),** Jesus Quinones Owner **(Title) of** Marcdan Inc **(Name of Company) on behalf of the corporation, who is** personally known **to me or who has produced** personally Known **as identification and who did (did not) take an oath.**

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

Notary Public State of Florida
Miguel Cabranes
My Commission HH 315361
Expires 9/22/2026

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

CORAL SPRINGS
EVERYTHING UNDER THE SUN

NON-COLLUSIVE AFFIDAVIT

State of FL)
)ss.
County of miami dade)

Jesus Quinones being first duly sworn, deposes and says that:

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

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

_____

_____

By: _____

Jesus Quinones
(Printed Name)

President
(Title)

ACKNOWLEDGEMENT

State of FL
County of Miami Dade

The foregoing instrument was acknowledged before me this 28 day of August, 2023, by Jesus Quinones, 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

Notary Public State of Florida
Miguel Cabranes
My Commission HH 315361
Expires 9/22/2026

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

CORAL SPRINGS
EVERYTHING UNDER THE SUN

OFFEROR'S QUALIFICATION STATEMENT

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

SUBMITTED TO: City of Coral Springs
Purchasing Manager
City Hall

ADDRESS: 9500 West Sample Road
Coral Springs, Florida 33065

CIRCLE ONE

(Corporation)
Partnership
Individual
Other

SUBMITTED BY: Marcdan Inc

NAME: Jesus Quinones

ADDRESS: 2721 SW 137 ave suite 104
Miami FL, 33175

TELEPHONE NO. 786-264-1765

FAX NO. 305-468-6441

E-MAIL ADDRESS: daniel@marcdan.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 Offeror is: Marcdan Inc
   The address of the principal place of business is: 2721 SW 137 ave #104
   Miami, FL, 33175

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

   a. Date of Incorporation: 5/12/10
   b. State of Incorporation: FL
   c. President's name: Jesus Quinones
   d. Vice President's name: Mayra Quinones
   e. Secretary's name: Mayra Quinones
   f. Treasurer's name: Mayra Quinones
   g. Name and address of Resident Agent:

3. If Offeror 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 Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror 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?

   13

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

   None

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. **Please attach certificate of competency and/or state registration.**

   LBT Receipt and Sunbiz attached

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

No

9. 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).

(name)	(address)	(phone number)
Najla Zerrouki	City of Coral Springs	954-345-2188
Pedro Stiarsni	City of Margate	954-884-3635
Jose Casio	City of Weston	954-385-2600

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

See resumes attached

11. State the name of the individual who will have personal supervision of the work:

Jesus Quinones

12. Lawsuits involving the entity submitting the response (Corporation, Partnership, LLC, or any other form of legal entity) or individuals with more than 10% of interest in the entity.

a. List all pending lawsuits:

b. List all lawsuits which have been completed within the past five (5) years:

THE OFFEROR 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 OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'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 FL
County of Miami Dade

The foregoing instrument was acknowledged before me this 28 day of August, 2023 by Jesus Quinones of Marcum Inc, 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

Notary Public State of Florida
Miguel Cabranes
My Commission HH 315361
Expires 9/22/2026

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

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Jesus Quinones, on behalf of Marcdan Inc,
Print Name Company Name

certifies that Marcdan Inc does not:
Company Name

1. Participate in a boycott of Israel.

Signature

Owner
Title

8/28/23
Date

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 8/28, 2023 Signed: _____

Entity: Mardom Inc Name: Jesus Quinones

Title: Owner

STATE OF FL
COUNTY OF Miami dade

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 28 day of August, 2023, by Jesus Quinones, as Owner for Mardom Inc, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Miguel Cabranes My commission expires: _____

Notary Public State of Florida
Miguel Cabranes
My Commission HH 315361
Expires 9/22/2026

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations 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 response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has 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 actions 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 proposal 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 proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, 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 any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

Marcdan Inc

BUSINESS NAME

PROVIDER'S SIGNATURE

MARCDAN INC.
Underground Services

Project References (Completed):

Project Owner: FPL
Contact Name: Manuel Arce **Title:** Project Owner
Contact Number 786-553-3096 **Email:** arcecontractors@gmail.com
Project Address: Turkey Point Nuclear Generating Station
Project Description: 12,000 Linear Feet of 12" Water Main by Directional Drill

Start Date: 1/15/2021 **End Date:** 3/4/2022
Project Value $2,289,325.20 **% Completed:** 100%

Project Owner: City of Margate
Contact Name: Pedro Stiassni **Title:** Project Engineer
Contact Number (954) 884-3635 **Email:** pstiassni@margatefl.com
Project Address: Margate, FL 33063 (Various Locations)
Project Description: Water Main Improvements and Water Services Installation

Start Date: 11/18/2019 **End Date:** 6/1/2021
Project Value $1,497,921.00 **% Completed:** 100%

Project Owner: Jessie Trice Health Center
Contact Name: Bryan Morrison **Title:** Project Manager
Contact Number: (609) 500-0385 **Email:** bmorrison@dstephenson.com
Project Address: 20612 NW 27th Ave, Miami Gardens, FL
Project Description: Water Main Installation, Sanitary Sewer Installation, Storm Drainage, Asphalt Parking Lot, Concrete Curbs and Sidewalks
Start Date: 10/1/2019 **End Date:** 5/30/2021
Project Value $795,805.90 **% Completed:** 100%

Project Owner: City of Coral Springs
Contact Name: Najla Zerrouki **Title:** PW Engineer
Contact Number (954) 345-2188 **Email:** nzerrouki@coralsprings.org
Project Address: City of Coral Springs, Section 14
Project Description: Replacement of Approximately 550 Water Services, Line, Water Meters and Meter Boxes
Start Date: 8/17/2020 **End Date:** 6/30/2021
Project Value $622,140.00 **% Completed:** 100%

MARCDAN INC.
Underground Services

Project References (Completed):

Project Owner: City of Coral Springs
Contact Name: Najla Zerrouki **Title:** PW Engineer
Contact Number (954) 345-2188 **Email:** nzerrouki@coralsprings.org
Project Address: University Dr from Sample Rd to NW 40th St, Coral Springs, FL
Project Description: Water Main and Force Main Installation

Start Date: 12/16/2020 **End Date:** 8/8/2021
Project Value $751,894.50 **% Completed:** 100%

Project Owner: Costa Farms LLC
Contact Name: Carlos Cardona **Title:** Project Manager
Contact Number (786) 486-1436 **Email:** ccardona@costafarms.com
Project Address: SW 187th Ave & SW 200th St, Miami, FL 33187
Project Description: 10 Acres of Grading for Green Houses and Drainage Installation

Start Date: 5/5/2021 **End Date:** 8/30/2021
Project Value $264,160.00 **% Completed:** 100%

Project Owner: City of Weston
Contact Name: Jose Capellan **Title:** Project Manager
Contact Number (305) 665-9826 **Email:** jcapellan@linkconstructiongroup.net
Project Address: 275 Bonaventure Blvd, Weston, FL
Project Description: Water Main Installation, Sanitary Sewer Installation, Storm Drainage, Asphalt Parking Lot, Concrete Curbs and Sidewalks

Start Date: 7/1/2020 **End Date:** 9/15/2021
Project Value $892,500.00 **% Completed:** 100%

MARCDAN INC.
Underground Services

Project References (Completed):

Project Owner: City of Hialeah Gardens
Contact Name: Jose Lopez **Title:** PW Director
Contact Number (305) 823-3737 **Email:** joelopez@tricountygroup.com
Project Address: Okeechobee Rd from NW 138th St to NW 107th Ave, Hialeah Gardens, FL
Project Description: Water Main Utlity Relocation

Start Date: 11/19/2019 **End Date:** 6/30/2020
Project Value $544,446.06 **% Completed:** 100%

Project Owner: City of Weston
Contact Name: Jose Casio **Title:** PW Engineer
Contact Number (954) 385-2600 **Email:** jcasio@westonfl.org
Project Address: Blatt Blvd, Weston, FL
Project Description: Storm Drainage Retrofit (Improvements)

Start Date: 2/19/2019 **End Date:** 6/19/2019
Project Value $304,490.00 **% Completed:** 100%

CORAL SPRINGS
EVERYTHING UNDER THE SUN

DATE: August 9, 2023 LOI NO.: 23-B-311

ADDENDUM NO. 1
GENERAL CONTRACTING SERVICES – VARIOUS UTILITIES & STREETS PROJECTS

Addendum is being issued in response to received Request for Information & for clarification purposes:

1. Do we need to price items and submit with the proposal? And if so, is there a Form with line items and quantities to be submitted? I didn't find any in the Proposal Package

    - No pricing is to be submitted with your proposal package. The selection will be based on qualifications of your firm as detailed in the solicitation.

THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE August 30, 2023 AT 2:00 P.M.

Jesus Quinones
Signature

Marcdan Inc
Company

8/30/23
Date

Miguel Machuca
Assistant Purchasing Manager

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
MARCDAN , INC.

Filing Information

Document Number	P10000041437
FEI/EIN Number	27-2569597
Date Filed	05/13/2010
Effective Date	05/12/2010
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	03/22/2021
Event Effective Date	NONE

Principal Address

2721 SW 137 AVE,
SUITE 104
MIAMI, FL 33175

Changed: 09/02/2021

Mailing Address

2721 SW 137 AVE,
SUITE 104
MIAMI, FL 33175

Changed: 09/02/2021

Registered Agent Name & Address

QUINONES, MAYRA
2721 SW 137 AVE,
SUITE 104
MIAMI, FL 33175

Address Changed: 01/24/2022

Officer/Director Detail

Name & Address

Title PT

QUINONES, JESUS
2721 SW 137 AVE #104
MIAMI, FL 33175

Title VS

QUINONES, MAYRA
2721 SW 137 AVE #104
MIAMI, FL 33175

Annual Reports

Report Year	Filed Date
2021	01/27/2021
2022	01/24/2022
2023	01/04/2023

Document Images

01/04/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
05/17/2021 -- Off/Dir Resignation	View image in PDF format
03/22/2021 -- Amendment	View image in PDF format
01/27/2021 -- ANNUAL REPORT	View image in PDF format
01/21/2020 -- ANNUAL REPORT	View image in PDF format
03/18/2019 -- ANNUAL REPORT	View image in PDF format
03/15/2019 -- Amendment	View image in PDF format
02/09/2018 -- ANNUAL REPORT	View image in PDF format
03/20/2017 -- ANNUAL REPORT	View image in PDF format
03/08/2016 -- ANNUAL REPORT	View image in PDF format
04/24/2015 -- ANNUAL REPORT	View image in PDF format
04/07/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
03/14/2012 -- ANNUAL REPORT	View image in PDF format
04/30/2011 -- ANNUAL REPORT	View image in PDF format
05/13/2010 -- Domestic Profit	View image in PDF format

005355

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7239216

BUSINESS NAME/LOCATION

MARCDAN INC
2721 SW 137TH AVE STE 104
MIAMI FL 33175–6355

RECEIPT NO.

RENEWAL
7525308

EXPIRES
SEPTEMBER 30, 2023

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

OWNER

MARCDAN INC
C/O MIGUEL CABRANES QUALIFIER

SEC. TYPE OF BUSINESS

196 SPECIALTY ENGINEERING CONTRACT
CUC1225453

PAYMENT RECEIVED BY TAX COLLECTOR

$75.00 08/15/2022
INT–22–388150

Worker(s) 10

2022-23

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

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CABRANES, MIGUEL

MARCDAN , INC.
2721 SW 137TH AVE
SUITE # 104
MIAMI FL 33175

LICENSE NUMBER: CUC1225453

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

869

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

URANGA, CARLOS A

MARCDAN , INC.
2721 SW 137TH AVE STE 103
MIAMI FL 33175

LICENSE NUMBER: CGC1528836

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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669

Jesus Quiñones
838 NW 134 PL
Miami, Fl 33182
Ph:(305)370-8730
Email:info@marcdan.com

Underground Construction Management
Utility and Excavation/Heavy Equipment Operator.

EXPERIENCE

Working since more than 15 years as Superintendent and Project Manager for water and sewer, new developments projects, road reconstruction, parking lot and drainage improvement for private sector and different cities job. Experience in vacuum sewer systems for more than four years in Monroe County.
Experience for more than ten years working as Foremen and operator of heavy equipment including: **excavator, back holes, loader, dozers, bobcat, CDL Class A License.**

EMPLOYMENT

Marcdan Inc. Miami, Fl
Owner/President **2010-Present**
Specializes in water services and sewer connection, excavation , water meter connection and all other utilities underground services. Operates since six years ago and most of the projects are subcontracted from contractors companies.

Caribe Underground Utilities Co. Miami, Fl
Project Manager **2010-2017**
Responsible for five crews in three different projects. Supervising all the work in the field,report time sheets,payment application,locationsand ordering supplies and materials. Able to update paper work,assist in training to new employees and attend to all the meetings.

Conquest Engineering Group. Miami,Fl
Superintendent **2003-2010**
Responsible for all the company projects,Supervising all the work in the field.Supervising all other Project Managers.Attend all meetings and able to do all paper works in the office.

Megatran Inc. Miami,Fl
Foreman/Equipment Operator **1996-2003**
Responsible for all the field job in my crew.Underground work for FPL.Operating different heavy equipment. Able to training new employees.

Persant Co. Miami,Fl
Equipment Operator **1994-1996**
Operating different heavy equipment including back holes, excavator and heavy trucks. Doing other site job such as pipe layer and a punch foreman crew.

EDUCATION

Elpidio Berovides Technical School, Matanzas,Cuba **1989**
Graduated in Construction Civil Technician.

Juan Quiroz

Project Manager

bio.

Project Estimatimating and Managing, with 9 years of experience in the construction industry.

contact.

+1 (305) 607-8636
7115 SW 154th Ct, Miami, FL 33193
jajo040189@gmail.com

experience.

JR Universal Construction | Los Angeles, CA
Estimator, Project Engineer | 08/12 - 05/14

Caribe Utilities of Florida Inc | Miami, FL
Estimator, Project Manager | 06/14 - 09/18

Marcdan Inc | Miami, FL
Project Manager | 09/18 - Present

education.

La Salle University, Cancun | 2007-2011
Civil Engineering

skills.

- Communication
- Leadership
- Team Management
- Microsoft Office Platform
- AutoCAD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/22/2023

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

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

PRODUCER
SUNZ Insurance Solutions, LLC. ID: (TLR)
c/o TLR of Bonita, Inc
700 Central Ave, Suite 500
St. Petersburg, FL 33701

CONTACT NAME: Workers' Comp Department
PHONE (A/C, No, Ext): 727-520-7676 x 3 **FAX (A/C, No):** 727-525-3862
E-MAIL ADDRESS: certs@encorehr.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SUNZ Insurance Company	34762
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TLR of Bonita, Inc
dba EnterpriseHR
700 Central Avenue Suite 500
St. Petersburg FL 33701

COVERAGES **CERTIFICATE NUMBER:** 75840202 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC039-00001-023	6/1/2023	6/1/2024	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

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

Coverage Provided for all leased employees but not subcontractors of: Marcdan, Inc.
Client Effective: 1/1/2018

CERTIFICATE HOLDER
853
City of Coral Springs
9500 W. Sample Rd.
Coral Springs FL 33065

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
Rick Leonard

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/22/2023

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

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

PRODUCER	CONTACT NAME:	Arlenee Rodriguez	
Joy Insurance, Inc. 12260 SW 8 St. Unit 155 Miami, FL 33184	PHONE (A/C, No, Ext):	305-809-8102	FAX (A/C, No): 305-809-8028
	E-MAIL ADDRESS:	joyinsuranceinc@gmail.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B : Berkshire Hathaway Guard Insurance Co.	20044
INSURER C :	
INSURER D :	
INSURER E : AGCS Marine Insurance Company	22837
INSURER F :	

INSURED
Marcdan, Inc.
2721 SW 137 Ave. Suite 104
Miami FL 33175

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY	X	X	MAAU367497	12/24/22	12/24/23	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory In NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
E	Inland Marine	X		MXI9307982418437	04/28/23	04/28/24	Limit of Insurance	$705,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excavation for Water & Sewer Lines

CERTIFICATE HOLDER

City of Coral Springs
9500 W Sample Rd.
Coral Springs, FL. 33065

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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MARCD-1 OP ID: YM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/22/2023

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

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

PRODUCER Global Risk LLC 5959 Blue Lagoon Dr Suite 101 Miami, FL 33126 Eduardo Portas 305-455-7250	CONTACT NAME: Yolanda Mendez PHONE (A/C, No, Ext): 305-455-7250 FAX (A/C, No): 305-455-7251 E-MAIL ADDRESS: mail@globalriskllc.com
INSURED Marcdan, Inc. 2721 SW 137 Ave #104 Miami, FL 33175	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Greenwich Insurance Company — 22322 INSURER B : Capitol Specialty Insurance Co — 10328 INSURER C : Westchester Surplus Lines Ins — 10172 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			NGL-1005396-01	11/21/2022	11/21/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X XCU Included						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	X EXCESS LIAB CLAIMS-MADE			XS21037682-01	11/21/2022	11/21/2023	AGGREGATE	$ 3,000,000
	DED RETENTION $						Prod Aggr	$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Pollution			G73611015 002	11/21/2022	11/21/2023	Pollution	1,000,000
							Aggregate	1,000,000

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

Water and Sewer Contractor

CERTIFICATE HOLDER

City of Coral Springs
9500 West Sample Road
Coral Springs, FL 33065

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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How To Find Participating Employers

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name –** The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name –** The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status –** Indicates whether the account is currently enrolled or terminated.
- **Enrollment date –** The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date –** The E-Verify Memorandum of Understanding termination date.
- **Workforce size –** Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites –** The locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations (by state) –** The geographic location(s) of hiring sites, by state, reported by the employer.

Parameters:

- USCIS updates the search tool data every quarter. However, employer status may be updated as needed.
- Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.
- Review Employer Data Parameters

Search

Business Name

Marcdan

Primary Industry Type

Select Industry Type(s)

Hiring Site Locations (by state)

Florida ×

Account Status

- Any -

Items per page

10

SEARCH RESET

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Marcdan Inc.	Marcdan Inc.	Open	02/16/2018		10 to 19	1	FL

Showing 1 to 1 of 1 entries. CSV

Agreement with Marcdan, Inc.

Final Audit Report 2023-10-24

Created:	2023-10-24
By:	Miguel Machuca (mmachuca@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQnprfKNT7B9M7I-I9d8O33bSBipkI80I

"Agreement with Marcdan, Inc." History

Document created by Miguel Machuca (mmachuca@coralsprings.gov)
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Document emailed to cgomez@coralsprings.gov for signature
2023-10-24 - 3:18:47 PM GMT

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Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez
2023-10-24 - 3:22:10 PM GMT

Document e-signed by Christina Gomez (cgomez@coralsprings.gov)
Signature Date: 2023-10-24 - 3:22:12 PM GMT - Time Source: server

Agreement completed.
2023-10-24 - 3:22:12 PM GMT

AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND PABON ENGINEERING, INC. FOR GENERAL CONTRACTING SERVICES – VARIOUS UTILITIES AND STREETS PROJECTS

THIS AGREEMENT, made and entered into the _____ day of _____, 2023 (hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

PABON ENGINEERING, INC.
a Florida profit corporation
13028 SW 128th Street
Miami, Florida 33186
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on August 4, 2023, the CITY issued a Request for Letter of Interest (LOI NO. 23-B-311) for General Contracting Services - Various Utilities and Streets Projects (hereinafter "LOI"); and

WHEREAS, CITY staff has reviewed the proposals and recommends that CONTRACTOR be selected for the services identified in the LOI, attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the intent of CITY is to recommend multiple awards to the City Commission and establish an approved list of qualified contractors; and

WHEREAS, the recommended contractors will provide general contracting services for various Utilities and Streets projects at various locations through the City; and

WHEREAS, the Evaluation Committee recommends the inclusion of Contractor on City's approved list; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. PURPOSE

2.01 CITY hereby retains the CONTRACTOR to provide general contracting services for various Utilities and Streets projects.

2.02 CONTRACTOR agrees that should the work performed by CONTRACTOR not meet CITY's standards or be to the satisfaction of CITY, CONTRACTOR shall be required to redo services described or perform any corrective measures that CITY, in its sole discretion, deem appropriate.

2.03 In the event that CONTRACTOR damages any property of CITY, CONTRACTOR agrees that it shall be responsible to either repair or replace the damaged property and that property shall be restored to its original condition.

SECTION 3. SCOPE OF WORK

3.01 CONTRACTOR acknowledges that its company is on an approved list of general contractor companies to be considered by City to provide general contracting and renovation repair services for various small to medium Utilities and Streets projects located throughout the City.

3.02 CONTRACTOR acknowledges and agrees to the terms and conditions provided in this Agreement.

3.03 CONTRACTOR acknowledges that from time to time CITY will contact CONTRACTOR to perform a specified project. All work to be performed by CONTRACTOR must be authorized by the City's Project Manager.

3.04 CONTRACTOR, upon notification from CITY, shall provide a proposed scope of work including the time frame for completion of the project and price, which shall include costs for materials and costs for labor for the proposed work project. Upon authorization of work by CITY'S Project Manager, CONTRACTOR shall receive a purchase order prior to the commencement of the project. The purchase order shall incorporate the authorized scope of work for the project.

3.05 CONTRACTOR shall be responsible for obtaining any permits required by CONTRACTOR before commencement of any work at the work site.

3.06 CONTRACTOR shall provide CITY on forms furnished by CITY a 100% Payment and Performance Bond when the dollar value of any individual project awarded under the contract exceed One Hundred Thousand Dollars ($100,000.00).

3.07 Prior to the commencement of any project, CONTRACTOR shall have a meeting with the Project Manager and any other party designated by CITY.

SECTION 4. CONSIDERATIONS

4.01 Should CITY request services from CONTRACTOR, such services shall be provided in accordance with a written price quote for that particular project, which is inclusive of all fees and expenses, including travel and other direct expenses.

4.02 Invoices: CONTRACTOR shall submit invoices for payment to CITY'S designated Project Manager. CITY will pay invoices submitted by CONTRACTOR for completed work after final approval of CITY'S Project Manager and the final approval of all required building permit inspections.

SECTION 5. RESPONSIBILITIES OF CITY

CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

SECTION 6. TERM OF AGREEMENT

This Agreement will commence upon approval of the City Commission and shall terminate on November 30, 2026, unless otherwise terminated pursuant to Section 7 of this Agreement. CITY reserves the right to renew this contract for one (1) additional three (3) year period based on CONTRACTOR'S acceptable level of performance and approved and available funding.

SECTION 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY's 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 CONTRACTOR must state that the Agreement is being 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 subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the CITY shall give the CONTRACTOR written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the

CONTRACTOR has failed to correct the condition(s) of the default, or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case the CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to the CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: The CONTRACTOR agrees to indemnify, defend, save and hold the CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of the CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of the CONTRACTOR under this Agreement or the breach of this Agreement by the CONTRACTOR.

8.02 The CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of the CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 The CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, the CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the CITY if the CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds

one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, the CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. INSURANCE

10.01 The CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. The CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

(a) Premises and Operations.
(b) Independent Contractors.
(c) Product and Completed Operations Liability.
(d) Broad Form Property Damage.
(e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
(f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, THE CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of the CONTRACTOR. The CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect the CONTRACTOR's interests or liabilities but are merely minimum requirements established by the CITY's Risk Management Coordinator. The CITY reserves the right to require any other insurance coverages that the CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 The CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million ($1,000,000.00) Dollars for each category), and the CONTRACTOR shall provide verification thereof to the CITY upon request of the CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

10.07 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the CITY is named as an additional named insured shall not apply to the CITY. The CITY shall provide written notice of occurrence within fifteen (15) working days of the CITY's actual notice of such an event.

10.09 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and the CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

SECTION 11. ACCIDENT PREVENTION

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

SECTION 12. 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 this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. The CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

SECTION 14. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. PERMITS, FEES AND LICENSES

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. TAXES

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. CONFLICT OF INTEREST

17.01 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.

17.02 CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 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.

SECTION 18. WARRANTIES

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 Changes in Staff. The CONTRACTOR will advise the CITY not less than thirty (30) days in advance of any proposed changes in the CONTRACTOR's staff assignment to enable the CITY an opportunity to discuss such proposed changes with the CONTRACTOR.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit 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 and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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 non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 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 accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

22.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

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

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 23. 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.

SECTION 24. 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. 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 of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. GOVERNING LAW; VENUE

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

26.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 27. CONSTRUCTION OF AGREEMENT

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 29. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 30. FORCE MAJEURE AND APPROPRIATION

30.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

30.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 31. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR has otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of the termination of this Section.

SECTION 32. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1104

CONTRACTOR: Anibal Pabon, President
Pabon Engineering, Inc.
13028 SW 128th Street
Miami, Florida 33186
Tel.: (305) 218-3547

SECTION 33. This Agreement shall become effective upon approval by the City Commission.

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IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and PABON ENGINEERING, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez
Christina Gomez (Oct 23, 2023 12:59 EDT)

CHRISTINA M. GOMEZ
Assistant City Attorney

PABON ENGINEERING, INC.

By: Anibal Pabon
Anibal Pabon (Oct 23, 2023 12:03 EDT)

Title: President

Print Name: Anibal Pabon

Detail by Entity Name

Florida Profit Corporation
PABON ENGINEERING, INC.

Filing Information

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Event Date Filed	03/17/2014
Event Effective Date	NONE

Principal Address

13028 SW 128 ST.
MIAMI, FL 33186

Changed: 10/17/2018

Mailing Address

13028 SW 128 ST.
MIAMI, FL 33186

Changed: 10/17/2018

Registered Agent Name & Address

PABON, ANIBAL, PRES.
11405 SW 252 Terr
Homestead, FL 33032

Name Changed: 04/22/2010

Address Changed: 03/21/2023

Officer/Director Detail

Name & Address

Title PD

Pabon, Anibal PRES.
11405 SW 252 Terr
Homestead, FL 33032

Title STD

PABON, MILAGRO
24348 SW 119 PL
Homestead, FL 33032

Annual Reports

Report Year	Filed Date
2021	04/09/2021
2022	03/07/2022
2023	03/21/2023

Document Images

03/21/2023 -- ANNUAL REPORT	View image in PDF format
03/07/2022 -- ANNUAL REPORT	View image in PDF format
04/09/2021 -- ANNUAL REPORT	View image in PDF format
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04/04/2018 -- ANNUAL REPORT	View image in PDF format
03/16/2017 -- ANNUAL REPORT	View image in PDF format
03/09/2016 -- ANNUAL REPORT	View image in PDF format
04/23/2015 -- ANNUAL REPORT	View image in PDF format
04/24/2014 -- ANNUAL REPORT	View image in PDF format
03/17/2014 -- Revocation of Dissolution	View image in PDF format
03/04/2014 -- VOLUNTARY DISSOLUTION	View image in PDF format
03/27/2013 -- ANNUAL REPORT	View image in PDF format
04/23/2012 -- ANNUAL REPORT	View image in PDF format
03/30/2012 -- Amendment	View image in PDF format
08/15/2011 -- Amendment	View image in PDF format
04/20/2011 -- ANNUAL REPORT	View image in PDF format
04/22/2010 -- ANNUAL REPORT	View image in PDF format
08/03/2009 -- ADDRESS CHANGE	View image in PDF format
02/02/2009 -- ANNUAL REPORT	View image in PDF format
04/15/2008 -- ANNUAL REPORT	View image in PDF format
06/28/2007 -- ANNUAL REPORT	View image in PDF format
02/27/2007 -- ANNUAL REPORT	View image in PDF format
01/05/2007 -- ANNUAL REPORT	View image in PDF format
04/06/2006 -- ANNUAL REPORT	View image in PDF format
04/27/2005 -- ANNUAL REPORT	View image in PDF format
04/28/2004 -- ANNUAL REPORT	View image in PDF format
04/21/2003 -- ANNUAL REPORT	View image in PDF format
03/06/2002 -- ANNUAL REPORT	View image in PDF format

12/26/2001 -- Domestic Profit View image in PDF format

Florida Department of State, Division of Corporations

EXHIBIT A

CORAL SPRINGS
EVERYTHING UNDER THE SUN

DATE: August 4, 2023 **LOI NO. 23-B-311**

REQUEST FOR LETTERS OF INTEREST

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Letters of Interest (L.O.I.) together with the Qualifications Statements and Proposal Form included herein and any other information relative to the experience, expertise or proficiency of the Offeror, at the office of the Purchasing Manager, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, (954) 344-1100, for furnishing the services described below:

GENERAL CONTRACTING SERVICES-VARIOUS UTILITIES & STREETS PROJECTS

L.O.I.'s must be received and time stamped by the Purchasing Manager, either by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, August 30, 2023. A public opening will take place at or before 2:15 p.m. in the Everglades Room located on the first floor of City Hall on the same date. Facsimile submittals will not be accepted. Any L.O.I.'s received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a L.O.I. is received will be resolved against the Offeror. Electronic L.O.I. Submittals will be accepted through DemandStar.com or can be emailed to bids@coralsprings.gov. Physically delivered L.O.I. Submittals will also be accepted.

Any questions you may have regarding this L.O.I. can be sent via email to mmachuca@coralsprings.gov. The last day to submit questions will be Monday, August 21, 2023 by 5:00p.m. Questions received after the stated date and time will not be addressed.

CITY reserves the right to reject any or all L.O.I.'s, to waive any or all L.O.I.'s received, to re-advertise for L.O.I.'s, to award in whole or in part to one or more Offeror's or take any other such actions that may be deemed to be in the best interests of the CITY.

Miguel Machuca
Assistant Purchasing Manager

I. REQUEST FOR LETTERS OF INTEREST PROCEDURE

Pursuant to the Request for Letters of Interest (LOI), City is soliciting interested firms to submit qualifications statements, and other information relative to various repair, renovation, and construction projects for the City. Responses to this LOI will be evaluated by a Selection/Negotiation Committee. Firms which did not provide the information requested or which failed to meet the minimum qualification criteria shall be disqualified from further consideration. This LOI is divided into two (2) sections:

1. Forms
2. Firm's Background and Experience

Completed proposals shall be submitted by enclosing the included forms along with the information of your firm as request in Section IV "Submission Requirements" in a sealed envelope. The outside of the envelope shall positively identify the Offeror, and the name of the Letter of Interest.

After review of all submissions, the evaluation committee will select a minimum of two (2) firms. In determining whether a firm is qualified, the City shall consider such factors as the ability of professional willingness to meet time and budget requirements; location; recent, current and projected workloads of the firms; expertise, experience and knowledge in the construction and renovation field, and the volume and quality of work previously awarded to each firm. After firms are selected those firms will be required to sign a contract for general contracting services. A recommendation of award of the selected contractors will then be presented to the City Commission. As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in Letters of Interest received.

II. SCOPE OF SERVICES

The City of Coral Springs is interested in obtaining proposals from licensed general and/or underground contractor(s) to complete various small to medium size utilities and street construction projects on an as needed basis at various locations throughout the City. There is no guarantee as to the actual amount of work given to any Contractor.

The primary purpose of this LOI is to establish a list of approved contractors that are qualified to complete various small to medium size utilities and street construction projects for the City. The department in need of such services will contact the approved contractors and provide them with a detailed scope of services for the project. The contractors will visit the project site if needed to view and better understand the work that is entailed. A written proposal will be prepared by the contractor and sent to the requesting department that will then evaluate received proposal to determine if the price and time given to complete the project is fair and reasonable.

The initial term of the contract for these services will be for three (3) years, renewable for one (1) additional three (3) year time period.

III. REQUIREMENTS

- Contractor must have one of the following licenses:
  - Hold a current General Contractor or Underground Utility and Excavation Contractor license as listed in Florida Statue 489.105.
- Contractor is to have a minimum of five (5) years of General and/or Underground Utilities and Excavation contracting experience.
- Contractor must have proof of proper insurance as stated within the solicitation.
- Contractor is to provide all necessary manpower, equipment, and materials needed to perform general underground utilities and maintenance services along with any non-emergency and emergency repairs that may arise. Emergency repairs may include night work and holidays.
- Contractor will be responsible to assure that all work is performed in accordance with all State, County and local codes and requirements. The contractor will be responsible for obtaining any required permits. City can provide engineering drawings on selected projects when necessary.
- Contractor must be experienced, knowledgeable, and skilled in both underground and above ground type construction, installations, additions, alterations, repairs, and demolition of the following nature but not limited to:
  - Furnish & Installation of water and sewer distribution systems or components underground and above ground.
  - Furnish & Installation of stormwater systems and components including site restoration.
  - Utility exploration and Subsurface Utility Engineering
  - Furnish & Installation of new pipe and structures as well as replacement and abandonment of existing pipe and structures.
  - Miscellaneous concrete installation and repairs to include but not limited to roadways, sidewalks, driveways, and site restorations.
  - Minor lift station repair and rehabilitation. Installation of bypass pumping systems may be required.
- Contractor will provide copies of invoices for materials upon request by the City for audit purposes.
- All projects will require a firm written quote given to the City Project Manager for approval prior to start of work.

- City does not guarantee any minimum amount of work to be completed under this contract. Work will vary depending on the amount of work projects required by the various City Departments.

- Work projects to be completed under this contract will be small to medium in scope. Most projects will take a few days to a few weeks to complete and individual project costs will vary from under a thousand dollars to over one hundred thousand dollars.

- Performance Bonds will be required for projects over $100,000 and shall be recorded with Broward County prior to issuance of Purchase Order.

IV. L.O.I. SUBMISSION REQUIREMENTS

1. Firm Qualifications

Attached to this LOI is a Qualifications Statement, which all responding firms should complete in full. Failure to complete this form may constitute grounds for disqualification of the responding firm from further consideration regarding this project.

Offerors shall provide a description of the firm, including the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in completion of similar work will be directly beneficial to the City in the completion of this program.

Offerors shall identify the contact person and supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis on their experience with similar projects. If resumes are not available at the time the proposal is submitted, Offeror's should provide a listing of the qualifications, including education, experience, honors and awards received, professional associations of which the firm and/or its personnel are members.

Additional information to be provided with LOI submittal:

1. A brief but complete profile of the company
2. Listing of past and current similar projects
3. Copies of professional and occupational licenses
4. Reference where you were the prime contractor on projects of similar nature.
5. Any prior experience working with government agencies is preferable.

2. Copies of Submission

If submitting in person, one (1) sealed original copy and one (1) electronic copy (flash drive) of the entire Request for Proposal should be submitted to the City of Coral Springs, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, to the attention of Mr. Miguel Machuca, Assistant Purchasing Manager. Electronic submission of proposals will be accepted through Demandstar.com or emailed to bids@coralsprings.gov.

3. **Addenda, Additional Information**

Any addenda or answers to written questions supplied by the City to participating Offerors shall become part of this Request for Letters of Interest and the resulting contract. The Offeror's Certification form shall be signed by an authorized company representative, dated and returned with the Letter of Interest.

No negotiations, decisions or actions shall be initiated by the Offeror as a result of any discussions with any City employee. Only those communications which are in writing from the Purchasing Manager may be considered as a duly authorized expression. Also, only communications from Offerors, which are signed, and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

V. INSURANCE

1. Prior to Award and in any event prior to commencing work, the Successful Offeror shall provide CITY with certified copies of all insurance policies providing coverage as required.

2. **ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT.** INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

3. The Successful Offeror shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

   (a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of Two Hundred Thousand and xx/100 dollars ($200,000.00) per accident. Successful Offeror shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

   (b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Offeror in the performance of the work with the following minimum limits of liability:

   $ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(c) Comprehensive General Liability with the following minimum limits of liability:

$ 1,000,000	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ - A+

The Successful Offeror shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than one million ($1,000,000) Dollars for each category), and the Successful Offeror shall provide verification thereof to CITY upon request of CITY.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

The Successful Offeror shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance. The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

The Successful Offeror shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.

The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of CITY.

Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Offeror shall thereupon cease and terminate.

OWNER'S Liability and Insurance: OWNER shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others on the Work. 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 Florida Statute 768.28 and Florida Statute 95.11.

VI. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR, specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR, under this Agreement or the breach of this Agreement by CONTRACTOR.

CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

VII. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

VIII. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

IX. CONE OF SILENCE

The cone of silence prohibits any communication regarding a particular bid between a potential bidder, vendor, or lobbyist and the city's professional staff, city commissioners, the mayor, or their respective staffs. The cone of silence does not apply to duly noticed site visits to determine the competency of bidders during the period between bid opening

and the issuance of an award, oral communications at pre-bid conferences, oral presentations before publicly noticed evaluation committee meetings, or during contract negotiations. The cone of silence commences after the advertising of the formal bid or request for proposal. The cone of silence terminates upon award by the city commission.

X. SCHEDULE OF EVENTS

The schedule of events, relative to this proposal shall be as follows:

	Event	Date (on or by)
1.	Issuance of Request for Letters of Interest	08/04/2023
2.	Deadline for Questions	08/21/2023
2.	Opening of Letters of Interest	08/30/2023
3.	Submission Evaluations	08/31/2023-09/08/2023
4.	Award of Contract	10/04/2023

CITY reserves the right to delay scheduled dates and to provide notice to all persons responding to Requests for Letter of Interest.

XI. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH L.O.I.'s

1. The following documents are to be executed, notarized, (if applicable) and submitted as a condition to this Request for Letters of Interest:
   a) Offeror's Certification
   b) Non-Collusive Affidavit
   c) Qualifications Statement
   d) Certificates of Insurance
   e) Certification Pursuant to F.S. 287.135
   f) Affidavit of Compliance with Foreign Entity Laws
   g) Drug-Free Workplace Certification
   h) Proof of E-Verify Registration

XII. AWARD OF CONTRACT

The Contract should be awarded by CITY's Commission to the most responsible and responsive Offeror(s) for the Proposal(s) whose evaluation by CITY's Evaluation Committee indicates to the CITY that the award will be in the best interests of the CITY.

The Offeror to whom award is made shall execute a written contract prior to Notice of Award. If the Offeror to whom the first award is made fails to enter into a contract as herein provided, the award may be annulled and the contract left to another Offeror who is responsible and responsive in the opinion of CITY. Such Offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

Offerors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Offeror's social, political, or ideological interests when determining if the Offeror is a responsible Offeror. Offerors are further notified that the City's governing body may not give preference to an Offeror based on the Offeror's social, political, or ideological interests.

N/A

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202___.

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 _____ 202_, 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)

N/A

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202__.

_____
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 _____, 202__, 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)

OFFEROR'S CERTIFICATION

N/A

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of , 202__.

_____
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 _____, 202___, 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)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 29th **day of** August, 2023.

Pabon Engineering, Inc.
Printed Name of Corporation

Florida
Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Anibal Pabon
Printed Name of President or other authorized officer

ATTEST:

13028 SW 128 ST.
Address of Corporation

By Milagro Pabon
Secretary

Miami FL 33186
City/State/Zip

305-218-3547
Business Phone Number

State of FL
County of Miami-Dade

The foregoing instrument was acknowledged before me this 29th **day of** August, 2023, **by (Name),** Anibal Pabon **(Title) of** President of Pabon Engineering, 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.

_____
NOTARY PUBLIC

EMILY MARIE CORTES
Notary Public
State of Florida
Comm# HH399199
Expires 6/9/2027

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

CORAL SPRINGS
— EVERYTHING UNDER THE SUN —

NON-COLLUSIVE AFFIDAVIT

State of FL)
)ss.
County of Miami-Dade)

Anibal Pabon being first duly sworn, deposes and says that:

(1) He/she is the Owner, (Owner, Partner, Officer, Representative or Agent) of Pabon Engineering, Inc. the Offeror that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

Milagro Pabon

Milagro Pabon

By: _____

Anibal Pabon
(Printed Name)

President
(Title)

ACKNOWLEDGEMENT

State of Florida
County of Miami - Dade

The foregoing instrument was acknowledged before me this 29th day of August, 2023, by Anibal Pabon, 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

EMILY MARIE CORTES
Notary Public
State of Florida
Comm# HH399199
Expires 6/9/2027

_____
NOTARY PUBLIC

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

CORAL SPRINGS
EVERYTHING UNDER THE SUN

OFFEROR'S QUALIFICATION STATEMENT

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

SUBMITTED TO: City of Coral Springs
Purchasing Manager
City Hall
ADDRESS: 9500 West Sample Road
Coral Springs, Florida 33065

CIRCLE ONE

(Corporation)
Partnership
Individual
Other

SUBMITTED BY: Pabon Engineering, Inc.

NAME: Anibal Pabon

ADDRESS: 13028 SW 128 ST.

Miami FL 33186

TELEPHONE NO. 305-218-3547

FAX NO. 305-258-1460

E-MAIL ADDRESS: pabonengineering@outlook.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 Offeror is: Pabon Engineering, Inc.
The address of the principal place of business is: 13028 SW 128 ST.
Miami, FL 33186

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

a. Date of Incorporation: 12/26/2001
b. State of Incorporation: FL
c. President's name: Anibal Pabon
d. Vice President's name:
e. Secretary's name: Milagro Pabon
f. Treasurer's name: Milagro Pabon
g. Name and address of Resident Agent:

Anibal Pabon 11405 SW 252 Terr Homestead FL 33032

3. If Offeror 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 Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals: N/A

5. If Offeror 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? 22 years.

   a. Under what other former names has your organization operated? None

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. **Please attach certificate of competency and/or state registration.**

   CUC1223949, E1800135

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

No.

9. 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).

Alexis Valdes 3071 SW 38th Ave. Miami FL 33146 786-299-9008
(name) (address) (phone number)

Alfonso E. Duarte 111 NW 1st ST. Miami FL 33132 305-375-2392
(name) (address) (phone number)

Jorge Godoy 9425 SW 72 ST. Miami, FL 33173 305-740-3303
(name) (address) (phone number)

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

Please See attached

11. State the name of the individual who will have personal supervision of the work:

Alejandro Balsinde

12. Lawsuits involving the entity submitting the response (Corporation, Partnership, LLC, or any other form of legal entity) or individuals with more than 10% of interest in the entity.

a. List all pending lawsuits:

None

b. List all lawsuits which have been completed within the past five (5) years:

None

THE OFFEROR 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 OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'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 29th day of August, 2023 by Anibal Pabon of Pabon Engineering, Inc, 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

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

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Anibal Pabon, on behalf of Pabon Engineering, Inc.,
Print Name Company Name

certifies that Pabon Engineering, Inc. does not:
Company Name

1. Participate in a boycott of Israel.

Signature

President
Title

08/29/2023
Date

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: August 29th, 2023 Signed: _____

Entity: Pabon Engineering, Inc. Name: Anibal Pabon

Title: President

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 29 day of August, 2023, by Anibal Pabon, as President for Pabon Engineering, Inc who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Emily Cortes My commission expires: 06/09/2027

EMILY MARIE CORTES
Notary Public
State of Florida
Comm# HH399199
Expires 6/9/2027

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations 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 response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has 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 actions 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 proposal 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 proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, 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 any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

Pabon Engineering, Inc.
BUSINESS NAME

PROVIDER'S SIGNATURE

CORAL SPRINGS
EVERYTHING UNDER THE SUN

DATE: August 9, 2023 LOI NO.: 23-B-311

ADDENDUM NO. 1
GENERAL CONTRACTING SERVICES – VARIOUS UTILITIES & STREETS PROJECTS

Addendum is being issued in response to received Request for Information & for clarification purposes:

1. Do we need to price items and submit with the proposal? And if so, is there a Form with line items and quantities to be submitted? I didn't find any in the Proposal Package

    - No pricing is to be submitted with your proposal package. The selection will be based on qualifications of your firm as detailed in the solicitation.

THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE August 30, 2023 AT 2:00 P.M.

Signature

Pabon Engineering, Inc.
Company

08/29/2023
Date

Miguel Machuca
Assistant Purchasing Manager

PABON ENGINEERING, INC

Page 3. Line 10 Experience - Key Individuals

A. Pabon Engineering, Inc. has the authorization to conduct business and holds an Underground Utility Contractor's license for the installation of water distribution systems, water main extensions or similar type work and valid certifications of competency of qualifications, issued by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes. License No. CUC1223949
Pabon Engineering, Inc. also, holds a Paving Engineering license from the Construction Trades Qualifying Board Business Certificate of Competency. License No. E1800135

B. Experience
1.Pabon Engineering has a minimum of five years of experience under its current business name.
2. Pabon Engineering, Inc. has well-trained and competent organization which has done work of similar character and magnitude. An organizational structure as intended, including total manpower to complete the projects. Pabon Engineering will be directly beneficial to the City of Coral Springs with its wide knowledge and expertise in the completion of this program. Pabon Engineering ensures all projects are completed in a safe and timely manner. Please see attached job evaluations demonstrating the firms competency, dedication and professionalism.

1 Key Members

- Anibal Pabon, Construction Manager– Oversee entire project onsite and in office. Experience: Over 20 yrs.
- Alejandro Balsinde – Project Manager – Will plan, budget, oversee all aspects of project. Experience: 8 yrs.
- Jesus Martinez – Site Superintendent – Plan, coordinate, schedule and supervise construction project. Experience: 20 yrs.
- Juan Felipe – Operator – Over 20 years.
- Mauro Velasquez – Pipe Layer – Experience: Over 20 years.

2. This serves as written assurance that the key individuals listed and identified in this section will be performing the work and will not be substituted with other personnel without the City's approval.

3. Pabon Engineering has been in business for 22 years.

4. Pabon Engineering is licensed, permitted, and/or certified to do business in the State of Florida. Copies of licenses attached.

MIAMI-DADE COUNTY
miamidade.gov

Water and Sewer
PO Box 330316 • 3575 S. Lejeune Road
Miami, Florida 33233-0316
T 305-665-7471

To Whom It May Concern;

As the construction manager at the Miami Dade Water and Sewer Department, I have had the pleasure of working with Anibal Pabon and Pabon Engineering through various different water and sewer projects for our Department. Anibal and his company have the ability to perform great work while providing innovative ideas along the way. They provide quality work that looks good and most importantly work that lasts.

Through the construction process Pabon stayed on schedule to meet the deadlines they promised. Anibal kept us informed how we were doing through the whole process including on deadlines, budgets, and any issues that were arising. When issues arose, Anibal came with solutions.

Once the construction process was completed, Anibal followed back with us to make sure we were happy with the final product. When we presented him with a few issues, Anibal quickly addressed these issues in a timely manner. I would recommend Anibal Pabon and Pabon Engineering as a contractor for any of your projects you may have.
Please do not hesitate to contact me, if you have any questions regarding this recommendation.

Alexis Valdes
Construction Manager
Miami Dade Water and Sewer Department

Mr. Favole,

Many thanks to you and your amazing team for doing this in record time. Both Sergeant Frieder and I are in agreement that your team has been the most competent and professional group that we have ever worked with in our careers. Have a wonderful weekend.

Bryan Pegues
Chief
Aventura Police Department
19200 West Country Club Drive
Aventura, FL 33180
305-466-8995
FBI NA Session 243
Southern Police Institute CODC 70

METRO EQUIPMENT SERVICE, INC.

October 25, 2016

To whom it may concern,

I am writing this letter to recommend Pabon Engineering for the excellent work that they have previously provided as an underground utility contractor. Pabon Engineering has very knowledgeable employees and superintendents who work respectfully and professionally. Pabon Engineering had provided very detailed and accurate sequence of construction. Pabon Engineering has been very time conscientious and very creative in finding insightful ideas that have enabled the projects to be completed timely and within budget.

The owner of Pabon Engineering, Mr. Anibal Pabon, has always been very hands on with all his projects. He excels in the office and has over twenty years of field experience in underground utility industry. His field experience has included working as a laborer, as a pipe layer, as an operator and as a superintendent. Mr. Pabon has worked and completed projects spanning from the lower Florida Keys to Central Florida. Mr. Pabon knows what it takes to complete any job from start to finish. Lastly, Mr. Pabon's knowledge and reputation is nothing short of excellent within the industry. It has always been a pleasure to work with Mr. Pabon to complete any project and I eagerly look forward to the next project.

With great confidence I am pleased to recommend Pabon Engineering and Mr. Anibal Pabon as a responsible and excellent underground utility contractor.

Sincerely,

Alejandro Balsinde
Project Manager

9415 SW 72 Street • Suite 131 • Miami, FL 33173 • Phone (305) 740-3303 • Fax (305) 740-3305

PABON ENGINEERING, INC

Contractor Experience

23-B-11-116F MEADOWS & DELLS DRAINAGE IMPROVEMENTS (PHASE B & C) Bonded: Y, Contract Days: 302, On Time
City of Coral Springs *Contact:* – Miguel Machuca – 954-344-1101
Engineer: Botek Thurlow Engineering, Inc. Contract Amount: 1,629,999
Project Status: In Progress (Est. Completion November 2023)
Road Restoration - Remove existing asphalt & Limerock (4") and re-grade & resurface with new 1-1/2" Type SP 9.5 asphalt (2 lifts), Mill & resurface 22,680 SY (1") Asphalt, 18,655 LF of Valley Gutter, 2 Type "C" Catch Basin, 119 LF Strom Drainage Pipe (15"), 31 Concrete Catch Basin Apron,13 Concrete Flume, Connect to existing Catch Basin, 11,258 SY Swale Soil Material Removal, Regrading and Sodding.

T2728 Ojus Sanitary Special Benefit Area/New Gravity and Force Main Lines for Basin D4-A Bonded: Y, Contract Days: 302, On Time
Contact: Alexis Valdes – 786-299-9008
Miami Dade Water and Sewer Contract Amount: 4,582,710
Engineer: DTPW – 111 NW 1 Street Miami, FL 33128
Project Status: In Progress (Est. Completion April 2024)
Furnishing and Installing approx. 650 LF of 16-inch DIP for gravity sewer main; 340 LF of 12-inch DIP for gravity sewer main; 220 LF of 12-inch PVC C900 for gravity sewer main; 800 LF of 10-inch DIP for gravity sewer main; 570 LF of 10-inch PVC C900 for gravity sewer main; 2,300 LF of 8-inch DIP for gravity sewer main; 4,920 LF of 8-inch PVC C900 for gravity sewer main; 980 LF if 6-inch DIP for gravity sewer main; 1,680 LF of 6-inch PVC C900 for gravity sewer main; 49 pre-cast concrete gravity sewer manholes including laterals. Furnish and install 120 LF of 12-inch DIP force main; 60 LF of 8-inch DIP force main; 120 LF of 24-inch steel casing via Jack & bore; 100 LF of 8-inch DIP water main. Concrete and trench restoration for all pipe installation and milling & resurfacing of approximately 40,000 SY with new striping.

20220031 - Drainage Improvements Multiple Sites Bonded: Y, Contract Days: 210, On Time
Miami Dade Public Works Contact: Felipe Monteagudo – **305-375-2111**
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128 Contract Amount: $ 574,856
Project Status: In Progress *(Est. Completion March 2023)*
The construction and installation of drainage structures, French drains, regrade swale, miscellaneous drainage improvements, driveway restoration; grading, sodding, and miscellaneous roadway restoration including construction of concrete curb and gutters, and sidewalks where needed in accordance with the construction plans and specifications.

21-B-347F *Lift Station 14A Force Main Replacement* Bonded: Y, Contract Days: 180, On Time
City of Coral Springs Contact: Najla Zerrouki, P.E 954-345-2188
Engineer: Eckler Engineering, Inc. Contract Amount: $ 675,000
Project Status: In Progress *(Est. Completion January 2023)*
Furnishing labor, equipment, and materials for construction of replacement sanitary force main.
work includes the installation of new force main, roadway restoration, other restoration, and other incidentals as indicated by the Drawings and Specifications or as required to properly complete the project as planned.

IFB 2021-014 Citywide Sanitary Sewer Rehabilitation Program Bonded: N, Contract Days: 365, On Time
City of Coral Gables Contact: Jose A. Saucedo – 305-460-5054
Engineer: Dept. of Public Works Contract Amount: $ 2,794,070
Project Status: In Progress *(Est. Completion September 2022)*
Excavated Point Repairs, Main Pipeline Replacement, Lateral Lining, and Sectional Lining, Manhole Rehabilitation.

T2662 Furnish and Install 8 Inch C900 PVC FM Bonded: Y, Contract Days: 300, On Time:

Miami Dade Water & Sewer Contact: Cristian Garcia – 786-552-8216
Project Status: In Progress *(Est. Completion September 2022)* Contract Amount: $ 789,209
Furnishing and installing approx. 3,974 linear feet of 8-inch PVC C900 DR14 pipe and zinc coated ductile iron fittings for sewage main; six plug valves; mechanical joint restraints; making one cut-in connection to an existing sewage force main; making a core drill connection to an existing gravity sewer manhole for connection of the proposed PVC sewage force main and including rehabilitation of the manhole ....

20200233 – Drainage Improvements Multiple Sites Bonded: Y, Contract Days: 317, On Time
Miami Dade Public Works Contact: Juan Gonzalez – 305.608.9702
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128 Contract Amount: $827,312.00
Project Status: *Completed April 2022*
Alleviate flooding problems within the project boundaries that have an ineffective drainage infrastructure. Consist of the construction of an exfiltration system to fully retain on-site the 5-year storm event, which accordingly, are the design storm for residential areas and commercial areas.

20200160 – Drainage Improvements Multiple Sites Bonded: Y, Contract Days: 270, On Time
Miami Dade Public Works Contact: Osvaldo Montero – 786.473.0125
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128 Contract Amount: $543,180.00
Project Status: *Completed January 2022*
Construction and Installation of drainage structures, French drains, miscellaneous drainage improvements, grading, sodding and miscellaneous roadway restoration including construction of concrete curb and gutters, and sidewalks where needed in accordance with construction plans and specifications.

EC234194 – Emergency Haulover – ADA Parking Lot *Bonded: N, Contract Days – 365, On Time*
Miami Dade Parks, Recreation and Open Spaces Department *Contact: David Leyva -- 305-596-4460*
10800 Collins Avenue, Miami Beach *Contract Amount – 130,000.00*
Project Status: Completion July 2021
Remove existing curbing/retaining wall to connect to service road, Re-grade/slope asphalt to match and transition for new entrance, Mill and overlay existing asphalt in ADA Parking lot and service road, striping, Install 6 removable bollards, Install new 15' radius for island D-curb.

EC233133 Haulover Skate Park and Pump Track Sodding *Bonded: N, Contract Days – On Time*
Miami Dade Parks, Recreation and Open Spaces Department *Contact: David Leyva – 305-596-4460*
10800 Collins Avenue, Miami Beach *Contract Amount – 150,465.00*
Project Status: Completed March 2021
Install new proposed curbing approx. 12" above existing grade. Create new 4" concrete entrances 5'-7'. Furnish and install 8 new DuMor 88 Series PL benches.

P0245EM – City of Aventura 183rd St. & Island Blvd. *Bonded: Y, Contract Days – 365, On Time*
Miami Dade Water & Sewer *Contact -Alexis J Valdes – 786-552-4364*
City of Aventura *Contract Amount – 3,120,668.50*
Project Status: In Progress (Est. Completion April 2022)
Furnish and Install via open-cut method 10-inch C900 pipe for PS 471 connection and placing out of service the existing 8-inch D.I. pipe to replace existing 12-inch D.I. pipe, 16-Inch C900 DR18 PVC to tap into the existing 36-Inch D.I. FM in pipe and connect to the proposed 12-Inch C900 pipe, 10-Inch C900 PVC pipe to replace existing 8-Inch D.I. Furnish and Install via slip-lining method, 14-Inch nominal size C900 DR11 HDPE pipe to replace existing 18-Inch pipe used as sanitary sewage FM and connecting from the proposed 10-Inch PVC pipe.

T2638 – One Year WASD Pavement Restoration Project B 2020 Year *Bonded: Y, Contract Days-365, On Time*

Miami Dade Water & Sewer — *Contact* - Mayra Espinosa - 786-268-5044
City of Miami — *Contract Amount – 1,534,095.00*
Project Status: Completed August 2021
Asphaltic patching repairs: performing asphaltic concrete repairs including milling and resurfacing; saw cutting; removal of existing asphalt; disposal of debris; reworking base; compaction; leveling to match existing pavement; marking restoration of permanent thermoplastic pavement striping; restoration of reflective pavement markers; maintenance of traffic; traffic control; adjusting manhole and valve boxes.

C2020WWEP - West Perrine Park – Asphalt and Concrete Repairs — *Bonded: N, Contract Days-14, On Time*
Miami Dade Parks, Recreation and Open Spaces Department — *Contact – David Leyva* - 786-495-6817
Miami, FL — *Contract Amount – 62,093.00*
Project Status: Completed October 2020
Complete renovations and repairs of approximately 5,800 ft² of asphalt parking lot (small parking lot on the corner of SW 172 ST and SW 104 AVE) and 4500 ft² of concrete walkways throughout the entire park.
Repair subbase where necessary and able (i.e., potholes, roots, etc.) and/or install a new lime rock base (8" double course primed, SPEC 200). Root pruning and root barrier as a repair/remediation measure.

C2020CGGRY - Greynolds Park Golf Course — *Bonded: N, Contract Days-14, On Time*
Miami Dade Parks, Recreation and Open Spaces Department — *Contact – David Leyva* - 786-495-6817
North Miami Beach, FL — *Contract Amount – 166,412.00*
Project Status: Completed September 2020
Construction/installation of approximately 10,100 lineal feet x 8'0" wide x 3" thick recycled concrete aggregate golf cart paths. Cut out, excavate and remove from the property approximately 1,138 lineal feet x 8'0" wide x 3" thick turf/sod. Approximately 8,947 lineal feet x 6'0" wide existing asphalt/blacktop.

20190096 – Drainage Improvements Multiple Sites — Bonded: Y, Contract Days: 365, On Time: TBD
Miami Dade Public Works – 111 NW 1 Street, Miami, FL 33128 — Contact: Juan Gonzalez – 305.608.9702
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128 — Contract Amount: $816,000.00
Project Status: *Completed October 2020*
Construction and installation of drainage structures, french drain, miscellaneous improvements, grading, sodding and miscellaneous roadway restoration including concrete curb and gutters and sidewalk.

20180268 – ADA Sidewalk Improvements – Multiple Sites — Bonded: Y, Contract Days: 450, On Time: TBD
Miami Dade Public Works – 111 NW 1 Street, Miami, FL 33128 — Contact: George Coppolecchia – 305.608.9702
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128 — Contract Amount: $470,000.00
Project Status: *Completed September 2020*
Removal and installation of approx. 53,000 SF of concrete sidewalk; Removal and installation of approx. 2,000 LF of concrete curb and gutter.

RPQ T2603 – South Miami Heights Water Treatment Plant — Bonded: Y, Contract Days: 270, On Time: TBD
Miami Dade Water & Sewer — Contact: Roger Baptiste -- 786-552-4409
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146 — Contract Amount: $1,364,777.25
Project Status: Completed August 2021
Replacement of existing parking lot and adding a storm water management system. Construction and installation of the new drainage system including 18 catch basins, 300 LF of 24-inch HDPE solid pipe, 450 LF of 18-inch RCP, and 200 LF of exfiltration trenches.

RPQ T2605 – Upgrade of Sewage Pump Station No. 1201 — Bonded: Y, Contract Days: 180, On Time: TBD
Miami Dade Water & Sewer — Contact: Kevin Keane – 786-446-7450
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146 — Contract Amount: $1,258,000.00
Project Status: Completed August 2021

Providing uninterrupted by-pass pumping capabilities as specified during all construction times and until the new pump station is completely operational. Modifying and rehabilitating the existing wet well and dry well, furnishing and installing new dry pit pumps and related equipment:
all pipes, valves, fittings, and appurtenances the new pump station including emergency pump out piping connection, furnishing and installing plug valves, air release valve, emergency discharge connection, and mega-lug adapter for connection to the existing 8-inch FM.

RPQ T2552 – Eureka FM, SW 180th St & 107th Ave. — Bonded: Y, Contract Days: 180, On Time: Y
Miami Dade Water & Sewer — Contact: Jose E. Alvarez – 786.236.5325
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146 — Contract Amount: $492,000.00
Project Status: Completed April 2020
Furnishing and installing approx. 1,880 LF of 8-inch ductile iron pipe and fittings for a sewage FM; 2 plug valves: plugging and abandoning existing FM; operating and maintaining a sewer by-pass. Temporary and permanent replacement of any pavement, driveways, sidewalk, curb and gutter, sod, landscaping, and pavement markings.

RPQ T2503 – Homestead FM, SW 288th St. & 157th Ave. — Bonded: Y, Contract Days: 300, On Time: Y
Miami Dade Water & Sewer — Contact: Marcelino Torres – 305.746.1068
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146 — Contract Amount: $430,000.00
Project Status: Completed January 2020
Furnish and install approximately 2,135 LF of 6" DIP force main. Milling and overlay of approximately 5,000 SY.

RPQ T2381 – Furnish & Install 8in DI Water Main - Perrine — Bonded: Y, Contract Days: 150, On Time: TBD
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146 — Contact: Alexis Valdes – 786-299-9008
Engineer: Avino and Associates – 1350 SW 57 Ave, Miami, FL 33144 — Contract Amount: $576,245.71
Project Status: *Completed October 2020*
Furnish and install approx. 2,385 LF of 8-inch ductile iron pipe and fittings; 53 LF of 6-inch ductile iron pipe and fittings; making interconnections to existing water mains; six resilient seated gate valves; four fire hydrant assemblies with guard posts; twenty nine water services; making four tapping connections including installing tapping sleeves and valves; making two connections to existing water mains; furnishing and constructing air release valve assemblies; polyethylene encasement for ductile iron pipe and fittings.

RPQ T2447 – Miami Springs Fire Flow and Water Service IMP Phase 2 — Bonded: Y, Contract Days: 365, On Time: Y
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146 — Contact: Pearle Khadar – 305.323.3900
Engineer: Stantec – 901 Ponce de Leon Blvd, Coral Gables, FL 33134 — Contract Amount: $2,897,482.00
Project Status: Completed March 2020
Complete utility infrastructure upgrades on the potable water system at two separate locations within the Miami-Dade County Water and Sewer service area. Furnishing and installing approx. 7,300 LF of 12-inch zinc-coated ductile iron pipe and fittings; 35 LF of 10-inch zinc-coated ductile iron pipe and fittings; 365 LF of 8-inch zinc-coated ductile iron pipe, fittings and valves; 745 LF of 6-inch zinc-coated ductile iron pipe, fittings, and valves; 370 LF of 4-inch zinc-coated ductile iron pipe, fittings and valves; twenty six resilient seated 12-inch gate valves; three resilient 10-inch gate valves; seventeen fire hydrant assemblies with guard posts; thirty five water services; making three tapping connections including installing tapping sleeves and valves; making nineteen connections to existing water mains; furnishing and constructing air release valve assemblies; polyethylene encasement for ductile iron pipe and fittings; approx. Installation of approx. 300 LF of 14" HDPE via Horizontal Directional Drilling.

RPQ T2455 – Upgrade of Sewage Pump Station No. 1026 — Bonded: Y, Contract Days: 180, On Time: TBD
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146 — Contact: Nikolai Gage (PSIP) – 954.554.7149
Engineer: CES – 14361 Commerce Way, Miami Lakes, FL 33146 — Contract Amount: $895,000.00
Project Status: Completed July 2019
Rehabilitation of PS No. 1026 at 15861 SW 304th Street. Installation of new wet well including new pumps, piping, valve vault and complete electrical upgrades to 480V.

PABON ENGINEERING, INC

RPQ T2466 – Installation of 16in 12in and 8in DIP Force Mains — Bonded: Y, Contract Days: 490, On Time: TBD
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146 — Contact: Aaron Anderson (CD) – 786.338.5393
Engineer: HDR, Inc. – 2937 SW 27 Ave, Miami, FL 33133 — Contract Amount: $2,396,703.00
Project Status: Completed December 2019
Installation of approximately 11,000 LF of 12" and 16" FM. Approximately 25,000 SY of 1" milling and resurfacing. Installation of approximately 250 LF 12" HDPE via Horizontal Directional Drilling.

RPQ T2448 –Upgrade of Sewage Pump Station No. 0827 — Bonded: Y, Contract Days: 300, On Time: TBD
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146 — Contact: Gil Garcia (CD) – 786.390.7101
Engineer: HDR, Inc. – 2937 SW 27 Ave, Miami, FL 33133 — Contract Amount: $457,000.00
Project Status: Completed October 2019
Rehabilitation of PS No. 0827 in Kendall, FL. Including new pumps, piping, valve vault and complete electrical upgrades to 480V.

20170317 – Drainage Improvements Multiple Sites — Bonded: Y, Contract Days: 180, On Time: TBD
Miami Dade Public Works – 111 NW 1 Street, Miami, FL 33128 — Contact: Alfonso E. Duarte Jr. – 305.375.2392
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128 — Contract Amount: $518,882.00
Project Status: Completed December 2018
Installation of approximately 670 SY of parking swale blocks. Installation of 27 new drainage structures and 1755 LF of drainage. 100 SY of concrete sidewalks and 260 LF of concrete curbs. Approximately 1,780 SY of 1" milling and resurfacing.

RPQ T2358 – Miami Gardens, NW 207th Street — Bonded: Y, Contract Days: 180, On Time: TBD
Miami Dade Water & Sewer – – 3071 SW 38 Ave., Miami, FL 33146 — Contact: Marcelino Torres (CD) – 305.746.1068
Engineer: CPH, Inc. – 1992 SW 1 Street, Miami, FL 33135 — Contract Amount: $457,101.00
Project Status: Completed April 2019
Installation of approximately 1,420 LF of 12" DIP FM and 440 LF of 6" - 8" DIP FM. Approximately 2,425 SY of 1" milling and resurfacing.

RPQ T2431 – Killian, SW 88th Ave and 107th St. — Bonded: Y, Contract Days: 90, On Time: Y
Miami Dade Water & Sewer — Contact: Jose E. Alvarez – 786.236.5325
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146 — Contract Amount: $639,338.18
Project Status: Completed October 2018
Installation of approximately 3,000 LF of 12" and 8" WM with 25 new services and six new fire hydrants. Approximately 1,300 SY of 1" milling and resurfacing.

RPQ T2376 – Richmond Heights — Bonded: Y, Contract Days: 120, On Time: Y
Miami Dade Water & Sewer — Contact: Marcel Osorio – 305.812.6082
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146 — Contract Amount: $544,006.00
Project Status: Completed August 2018
Installation of approximately 2,450 LF of 10" FM. Approximately 4,000 SY of 1" milling and resurfacing.

T4462 (A1A & Hollywood Blvd.) — Prime: UAG Construction
Florida Department of Transportation — Contact: Andy Diaz – 305.504.9937
Project Status: Completed November 2019 — Contract Amount: $350,000.00

T4449 (Hollywood Blvd.) — Prime: Acosta Tractors
Florida Department of Transportation — Contact: Ernie Diaz – 305.804.8731
Project Status: Completed June 2019 — Contract Amount: $415,000.00
Installation of approximately 3250 LF of 6"-12" PVC WM. Installation of approximately 470 LF of 6" DIP WM with (5) fire hydrants. Installation of over 1430 LF of 24" French drain with (26) large structures and (23) catch basins.

PABON ENGINEERING, INC

RPQ T2325 – Upgrade of Sewage Pump Station No. 0124 - Doral
Bonded: Y, Contract Days: 150, On Time: Y
Miami Dade Water & Sewer – 3071 SW 38 Ave, Miami, FL 33416
Contact: Kevin Keane (PSIP) – 786.236.3503
Engineer: Stantec – 901 Ponce de Leon Blvd, Coral Gables, FL 33134
Contract Amount: $1,333,450.00
Project Status: Completed August 2018
Upgrade of Pump Station No. 0124 at 9350 NW 12th Street.

RPQ T2327 – Florida City
Bonded: Y, Contract Days: 230, On Time: Y
Miami Dade Water & Sewer – 3071 SW 38 Ave, Miami, FL 33416
Contact: Marcelino Torres (CD) – 305.746.1068
Engineer: HDR, Inc. – 2937 SW 27 Ave, Miami, FL 33133
Contract Amount: $694,725.00
Project Status: Completed August 2018
Installation of 360 LF of 8" FM, 1360 LF of 10" FM and 680' of 12" FM. Approximately 2000 LF of milling and overlay including work done on FDOT right-of-way.

RPQ T2367 – SW 112th Street
Bonded: Y, Contract Days: 180, On Time: Y
Miami Dade Water & Sewer
Contact: Alexis Valdes – 786.299.9008
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146
Contract Amount: $1,068,000.00
Project Status: Completed June 2018
Installation of 5060 LF of 8" WM with (9) fire hydrants, (12) connections to existing water mains and (74) 1" water services with boxes. 1" Milling and resurfacing of approximately 16580 SY.

Zoo Miami – Asian Elephant Moat Excavation
Miami Dade Parks & Open Spaces
Contact: Enrique Gaston – 786.719.5476
Project Status: Completed February 2018
Contract Amount: $34,400.00
Excavating, grading and compacting new moat for Asian Elephant exhibit at Zoo Miami to expand area.

Entertainment District Park – Doral NW 82nd Avenue
Prime: Downrite Engineering Corp.
Burke Construction Group
Contact: Joey LaBue – 305.345.4002
Project Status: Completed January 2018
Contract Amount: $48,769.00
Installation of approximately 300 LF of 4", 6", 8" DIP FM with a 4" and 6" check valve and (2) 8" plug valves at the intersection of NW 25th Street and NW 82nd Avenue. Installation of 24x8 tapping sleeve and valve.

RPQ T2288 – Miami Gardens, NW 159th Street
Bonded: Y, Contract Days: 180, On Time: Y
Miami Dade Water & Sewer
Contact: Marcelino Torrez – 305.746.1068
Engineer: HDR, Inc. – 2937 SW 27 Ave, Miami, FL 33133
Contract Amount: $334,516.16
Project Status: Completed January 2018
Installation of approximately 1400 LF of 16" DIP FM connecting to a 30" and a 12" FM. Installation of (2) ARVs and (1) 12" plug valve. Complete 1" milling and resurfacing of approximately 1500 SY.

20170100 – Medley
Prime: American Builders Master Corp.
Miami Dade Public Works
Contact: Javier Borges – 305.375.4317
Project Status: Completed November 2017
Contract Amount: $83,000.00
Installation of approximately 220 LF of 18" French drain and installation of 200 LF of 15"-18" drainage pipe with 4 drainage boxes. Asphalt and sod restoration in disturbed areas.

Hurricane Irma Disaster Relief
Prime: RPF Emergency Services, LLC.
City of Miami
Contact: Jean Lisenba – 251.406.0936
Project Status: Completed November 2017
Contract Amount: $304,679.00
Remove and haul debris throughout the City of Miami caused by Hurricane Irma.

Eastern Shores HDD / Hurricane Irma Tree Clearing
Miami Dade Parks & Open Spaces
Contact: Alvaro Castro – 305.375.2796

Project Status: Completed September 2017 Contract Amount: $20,950.00
Installation of 2" piping via HDD method at the Eastern Shores Clubhouse. Cutting and removing displaced trees along the roadways in Homestead, FL due to Hurricane Irma.

Stor-All Public Storage Prime: Wolverine Engineering
3460 SW 8th Street - Miami, FL Contact: Everett Bieber – 954.931.9653
Project Status: Completed June 2017 Contract Amount: $120,067.25
Installation of 8" tap to run new 8" DIP water main to building with water meter boxes. Cut existing 10" clay pipe to connect new sewer lateral to building and installation of new terminal sewer manhole. Installation of solid drainage pipe to newly installed catch basins with new frames and grates. Removal and replacement of approximately 400 LF of type F curb and 6,300 SF of concrete sidewalks and decorative colonnade.

Tamiami Shopping Center – Dacar Management Prime: Candas Construction

12000 SW 8th Street – Miami, FL Contact: Rafael Gutierrez – 305.799.3030
Project Status: Completed June 2016 Contract Amount: $132,675.00
Installation of approximately 150 LF of 6" PVC Sewer and approximately 120 LF of rainwater leader tying into an existing catch basin. Furnish and installation of a new catch basin box with new ½ HP sump pump and 2" discharge piping. New type D curbing along with asphalt repairs and new striping configuration. New landscaping upgrades including sod and mulch restoration, installation of (6) large trees and over (250) small trees and shrubs.

Gulliver Academy – New Olympic Pool Facility, Miami, FL
12000 SW 8th Street – Miami, FL
Contact: Jamie Prosper – 786-281-0111
Project Status: Completed 2009 Contract Amount: $1,000,000
Installation of sewer system, drainage system, Excavation for Olympic size pool. Build playing field.

Installation of WM
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 Contact: Nelson Cespedes – 305.607.0799
Project Status: Completed 2007 Contract Amount: $630,000.00
Installation of new water main.

Village of Key Biscayne Prime: Metro Equipment Service, Inc.
Key Biscayne, FL Contact: Jorge Godoy – 305.740.3303
Project Status: Completed 2006 Contract Amount: $1,100,000.00
Upgrade of water and sewer mains.

City of Miramar Water Main Upgrades Prime: Metro Equipment Service, Inc.
Miramar, FL Contact: Whittingham Gordon – 954.605.9414
Project Status: Completed 2005 Contract Amount: $2,500,000.00
Installation of 33,000 LF of water main with services. Complete asphalt, concrete and sod restoration.

S-769 Prime: Metro Equipment Service, Inc.
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 Contact: Jorge Godoy – 305.740.3303
Project Status: Completed 2004 Contract Amount: $910,000.00
Two-year county wide dig and replace term contract.

Key Colony Sewer Upgrades Prime: ADB Utility
Florida Keys Aqueduct Authority – 1100 Kennedy Drive, Key West, FL 33040 Contact: Jason Lynd – 314.280.6003
Project Status: Completed 2004 Contract Amount: $1,700,000.00
Installation of new vacuum sewer system.

PABON ENGINEERING, INC

Project Experience while at V Engineering and Consulting, Corp.

T2186
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 Contact: Carlos Lopez (CD) – 786.746.1068
Project Status: Completed 2016 Contract Amount: $810,000.00
Replacement of 8" ACP force main.

T2127
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 Contact: Carlos Baro – 786.268.5179
Project Status: Completed 2016 Contract Amount: $979,999.00
Replacement of 3800 LF of 12" water main.

T2123
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 Contact: Alexis Valdes – 786.299.9008
Project Status: Completed 2016 Contract Amount: $860,000.00
Installation of 24" ductile iron force main.

T2090
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 Contact: Raul Caballero – 786.268.2166
Project Status: Completed 2016 Contract Amount: $1,190,500.00
Installation of 6" ductile iron force main from PS 746 to SW 156th Street.

T2050
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 Contact: Warren Howard (CD) – 954.300.6479
Project Status: Completed 2016 Contract Amount: $1,510,956.00
One-year county wide dig and replace term contract.

T2209
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 Contact: Alexis Valdes – 786.299.9008
Project Status: Completed 2017 Contract Amount: $4,750,000.00
Installation of approximately 1300 LF of 36" WM and approximately 1600 LF 48" DIP WM in the vicinity of All Aboard Florida Passenger Station, including a micro-tunnel under the train tracks with approximately 280 LF of 72" casing pipe.

T2000
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 Contact: Alexis Valdes – 786.299.9008
Project Status: Completed 2016 Contract Amount: $900,499.00
Installation of 5600 LF of 8" water main.

T1982
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 Contact: Alexis Valdes – 786.299.9008
Project Status: Completed 2016 Contract Amount: $810,999.00
Installation of 8" ductile iron water main.

Stormwater Improvements Phase I
City of Coral Gables – 405 Biltmore Way., Coral Gables, FL 33134 Contact: Alex Regalado – 786.234.2471
Project Status: Completed 2016 Contract Amount: $809,555.00
Upgrades to storm water system in Cocoplum.

T1934
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 Contact: Alexis Valdes – 786.299.9008
Project Status: Completed 2015 Contract Amount: $1,519,997.00
Installation of approximately 2,100 LF 16" ductile iron force main.

T1913
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 Contact: Frank Cortazar (PSIP)– 305.978.0824
Project Status: Completed 2015 Contract Amount: $3,233,455.00
One-year county wide dig and replace term contract.

T1912
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 Contact: Alexis Valdes – 786.299.9008
Project Status: Completed 2015 Contract Amount: $1,519,997.00

Replacement of 6", 8" and 12" ACP force main.

T1883
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 Contact: Jorge Olivero – 786.282.5020
Project Status: Completed 2015 Contract Amount: $1,800,000.00
Replacement of piping 24" – 48" at Virginia Key Water Treatment Plant.

IKEA Sewer Repair
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 Contact: Jorge Olivero – 786.282.5020
Project Status: Completed 2014 Contract Amount: $215,000.00
Emergency deep 8" DIP gravity sewer repair for IKEA

Project Experience while at Metro Equipment Service, Inc.

SR 674 Force Main S County Water Treatment Plant
Hillsborough County – 601 E. Kennedy Blvd., Tampa, FL 33602 Contact: Mark Dillman – 813.334.3187
Project Status: Completed 2014 Contract Amount: $6,183,138.00
Installation of 10,200 LF of 36" DIP Force Main, 2,200 LF of 6" Fusible PVC via HDD, 420 LF 48" Steel casing Micro Tunnel under I-75 and 260 LF 48" Steel casing Micro Tunnel under SR 674. The project also included approximately 17,000 SY of Roadway reconstruction.

Duck Key Utility Improvement Phase 7
Florida Keys Aqueduct Authority – 1100 Kennedy Drive, Key West, FL 33040 Contact: Joe Ivey – 305.745.3991
Project Status: Completed 2014 Contract Amount: $2,726,000.00
Installation of 3,310 of 8" Gravity Sewer with 11 Manholes, and 40 Sewer Laterals. One Duplex Lift Station, 6,680 LF of 2" through 4" PVC Force Main, 2760' LF of 4" through 8" Water Main with 5 Fire Hydrants, and 33 Water Services. Installation of 29 Simplex Grinder Low Pressure Stations, 1 Duplex Grinder Sewer station, and 29 LPM Lateral Kit Assemblies

Duck Key Utility Improvement Phase 4, 5, 6
Florida Keys Aqueduct Authority – 1100 Kennedy Drive, Key West, FL 33040 Contact: Joe Ivey – 305.745.3991
Project Status: Completed 2013 Contract Amount: $4,961,000.00
Installation of 11,300 LF of 8" gravity sewer with 53 manholes and 151 sewer laterals. Two duplex lift stations, one triplex lift station, 4,800 LF of 2" – 4" PVC force main, 9,650 LF of 4" and 6" reclaimed water main with 135 services, 12,500 LF of 4" – 8" water main with 14 fire hydrants and 118 water services. One aerial bridge crossing with three different utilities installed with stainless steel pipe.

PABON ENGINEERING, INC

Big Pine Key Water Main Upgrades
Florida Keys Aqueduct Authority – 1100 Kennedy Drive, Key West, FL 33040 Contact: Joe Ivey – 305.745.3991
Project Status: Completed 2013 Contract Amount: $2,634,600.00
Installation of 31,420 LF of 4" – 8" PVC water main. Two aerial bridge crossings and 712 new water services.

City of Hollywood Water Main Upgrade
City of Hollywood – 2600 Hollywood Blvd. Hollywood, FL 33020 Contact: Clece Aurelus – 954.921.3995
Project Status: Completed 2012 Contract Amount: $916,689.50
Installation of 3000 LF of 24" and 36" water main. Approximately 400 LF of 30" HDPE via HDD under FDOT ROW Including a 30" x 24" Tap.

S-835

Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 Contact: Pedro Vigil – 305.205.5152
Project Status: Completed 2011 Contract Amount: $1,712,527
Installation of 1360 LF of 24" DIP, 1085 LF of 16" DIP and 1,000 LF of 12" DIP gravity sewer piping including 11 new manholes and 108 service laterals.

City of Marathon
Florida Keys Aqueduct Authority – 1100 Kennedy Drive, Key West, FL 33040 Contact: Joe Ivey – 305.745.3991
Project Status: Completed 2011 Contract Amount: $2,507,000.00
Installation of distribution water main. 14,700 LF of 12" C-900 PVC, 2,410 LF of 12" DIP, 1,310 LF of 8" C-900 PVC, 920 LF of 6" C-900 PVC, with 57 new water services.

Wastewater System Expansion
Town of Davie – 6591 Orange Drive, Davie, FL 33314 Contact: J.R. Richards – 954.745.7232
Project Status: Completed 2010 Contract Amount: $1,387,192.00
Installation of yard piping and offset piping to wells, 10" – 26" HDPE, PVC and DIP.

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Water and Sewer

Contractor Evaluation

MCC Contract: WS T2367
Contractor: PABON ENGINEERING INC
Department Contact: Alexis Valdex 786-552-8147
Site Project Name:
Site Location:

Evaluation Type: Standard Evaluation
FEIN: 10569389
Award Amount: $821,461.00

Evaluator ID: AJVALD Date: 8/3/2018 Period: Project conclusion or closeout

Rating *						
	4	3	2	1	N/A	Criteria
1-	✔					Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	✔					Cost effectiveness & efficiency - Budget compliance & value of work.
3-					✔	Vision - Design - Concepts or adherence to criteria.
4-	✔					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	✔					Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	✔					Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	✔					Completeness - Compliance with contract documents, permits, Codes & standards.
8-	✔					Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	✔					Commitment - Intangibles & contribution to project success.
10-		✔				Personnel - Quality and dedication of project staff.
11-	✔					Management - Leadership ability.
12-	✔					Quality - Work performed correctly the first time.

Overall Performance Average: 3.9

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Alexis Valdes at Phone# 786 299 9008

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐
Reviewer Name: Alexis Valdex Reviewer Signature:

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☐ Hand ☑
(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)
Evaluation delivered to: Anibal Pabon

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Department of Transportation and Public Works

Contractor Evaluation

MCC Contract: MT 20170317
Contractor: PABON ENGINEERING INC
Department Contact: James Sumoski 3053753941
Site Project Name: Drainage Improvement Project
Site Location: Muiltiple Sites

Evaluation Type: Standard Evaluation
FEIN: 10569389
Award Amount: $518,882.00

Evaluator ID: phd Date: 2/8/2019 Period: Completion of construction

Rating *						
	4	3	2	1	N/A	Criteria
1-	✓					Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	✓					Cost effectiveness & efficiency - Budget compliance & value of work.
3-	✓					Vision - Design - Concepts or adherence to criteria.
4-	✓					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	✓					Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-		✓				Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	✓					Completeness - Compliance with contract documents, permits, Codes & standards.
8-	✓					Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	✓					Commitment - Intangibles & contribution to project success.
10-	✓					Personnel - Quality and dedication of project staff.
11-	✓					Management - Leadership ability.
12-	✓					Quality - Work performed correctly the first time.

Overall Performance Average: 3.9

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Alfonso E Duarte Jr. at Phone# (305) 375-2392

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐
Reviewer Name: James Sumoski Reviewer Signature:

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☐ Hand ☑
(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)
Evaluation delivered to:

Record updated.

Evaluation Refreshers: Do's and Don'ts | Process and Procedures | Q & A's | Help

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Water and Sewer

Contractor Evaluation

MCC Contract: WS T2448
Contractor: PABON ENGINEERING INC
Department Contact: Daniel Edwards 786-552-8354

Evaluation Type: Standard Evaluation
FEIN: 10569389
Award Amount: $529,990.20

Site Project Name: CD5.18(4) Upgrade of Pump Station 827 (100%)
Site Location: 9220 SW 103 Avenue, Miami, FL 33176

Evaluator ID: HURENAN Date: 5/20/2020 Period: Completion of construction

	Rating * 4	3	2	1	N/A	Criteria
1-	◉	○	○	○	○	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	◉	○	○	○	○	Cost effectiveness & efficiency - Budget compliance & value of work.
3-	○	○	○	○	◉	Vision - Design - Concepts or adherence to criteria.
4-	◉	○	○	○	○	Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	◉	○	○	○	○	Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	◉	○	○	○	○	Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	◉	○	○	○	○	Completeness - Compliance with contract documents, permits, Codes & standards.
8-	○	◉	○	○	○	Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	◉	○	○	○	○	Commitment - Intangibles & contribution to project success.
10-	◉	○	○	○	○	Personnel - Quality and dedication of project staff.
11-	◉	○	○	○	○	Management - Leadership ability.
12-	○	◉	○	○	○	Quality - Work performed correctly the first time.

Overall Performance Average: 3.8

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Daniel J. Edwards at phone# 786-552-8354

Evaluation Reviewed by: Supervisor ☐ Division Chief ☑ Assistant Director ☐ Director ☐

Reviewer Name: Daniel Edwards Reviewer Signature: _____

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

Evaluation delivered to: pabonengineering@outlook.com

Record updated.

Evaluation Refreshers: Do's and Don'ts | Process and Procedures | Q & A's | Help

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Water and Sewer

Contractor Evaluation

MCC Contract: WS T2503
Contractor: PABON ENGINEERING INC
Department Contact: Miguel Hernandez 786-552-8803

Evaluation Type: Standard Evaluation
FEIN: 10569389
Award Amount: $380,129.91

Site Project Name: CD4.9(65) Replacement of 6-in ACP FM from PS 1005 to 1006 and MH 165 (final)

Site Location: SW 289 Terr, SW 154 CT, SW 288 ST

Evaluator ID: HURENAN Date: 8/4/2020 Period: Completion of construction

	Rating * 4	3	2	1	N/A	Criteria
1-	◉	○	○	○	○	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	◉	○	○	○	○	Cost effectiveness & efficiency - Budget compliance & value of work.
3-	○	○	○	○	◉	Vision - Design - Concepts or adherence to criteria.
4-	◉	○	○	○	○	Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	◉	○	○	○	○	Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	○	◉	○	○	○	Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	◉	○	○	○	○	Completeness - Compliance with contract documents, permits, Codes & standards.
8-	◉	○	○	○	○	Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	◉	○	○	○	○	Commitment - Intangibles & contribution to project success.
10-	◉	○	○	○	○	Personnel - Quality and dedication of project staff.
11-	◉	○	○	○	○	Management - Leadership ability.
12-	○	◉	○	○	○	Quality - Work performed correctly the first time.

Overall Performance Average: 3.8

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Daniel J. Edwards at phone# 786-552-8354

Evaluation Reviewed by: Supervisor ☐ Division Chief ☑ Assistant Director ☐ Director ☐

Reviewer Name: Daniel Edwards Reviewer Signature: Daniel Edwards

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

Evaluation delivered to: pabonengineering@outlook.com

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Parks, Recreation and Open Spaces

Contractor Evaluation

MCC Contract: PR C2020CGGRY
Contractor: PABON ENGINEERING INC
Department Contact: DAVID LEYVA (305) 596-4460
Site Project Name: Greynolds Golf Course Cart Paths
Site Location: Greynolds Park Golf Course

Evaluation Type: Standard Evaluation
FEIN: 10569389
Award Amount: $145,000.00

Evaluator ID: E325343 Date: 5/6/2021 Period: Project conclusion or closeout

Rating *						
	4	3	2	1	N/A	Criteria
1-	✔					Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	✔					Cost effectiveness & efficiency - Budget compliance & value of work.
3-	✔					Vision - Design - Concepts or adherence to criteria.
4-	✔					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	✔					Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	✔					Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	✔					Completeness - Compliance with contract documents, permits, Codes & standards.
8-	✔					Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	✔					Commitment - Intangibles & contribution to project success.
10-	✔					Personnel - Quality and dedication of project staff.
11-	✔					Management - Leadership ability.
12-	✔					Quality - Work performed correctly the first time.

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
David A Leyva at Phone# 786-495-6817

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐
Reviewer Name: DAVID LEYVA Reviewer Signature:

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☑ Hand ☐
(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)
Evaluation delivered to: Pabon Engineering

* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Water and Sewer

Contractor Evaluation

MCC Contract: WS T2466
Contractor: PABON ENGINEERING INC
Department Contact: Daniel Edwards 786-552-8354
Site Project Name: CD 4.9(48-53, 63) Installation of 16, 12, 8 inch DIP Force Mains (100%)
Site Location: From SW 142 Ave and SW 288 St to SW 123 Ct and SW 258 ST

Evaluation Type: Standard Evaluation
FEIN: 10569389
Award Amount: $2,325,672.98

Evaluator ID: HURENAN Date: 2/22/2022 Period: Completion of construction

Rating *						
	4	3	2	1	N/A	Criteria
1-	✔					Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	✔					Cost effectiveness & efficiency - Budget compliance & value of work.
3-					✔	Vision - Design - Concepts or adherence to criteria.
4-	✔					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	✔					Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	✔					Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	✔					Completeness - Compliance with contract documents, permits, Codes & standards.
8-	✔					Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	✔					Commitment - Intangibles & contribution to project success.
10-	✔					Personnel - Quality and dedication of project staff.
11-	✔					Management - Leadership ability.
12-	✔					Quality - Work performed correctly the first time.

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Daniel J. Edwards at Phone# 786-552-8354

Evaluation Reviewed by: Supervisor ☐ Division Chief ☑ Assistant Director ☐ Director ☐
Reviewer Name: Daniel Edwards Reviewer Signature: Daniel Edwards

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐
(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)
Evaluation delivered to: pabonengineering@outlook.com

* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Department of Transportation and Public Works

Contractor Evaluation

MCC Contract: MT 20200233
Contractor: PABON ENGINEERING INC
Department Contact: Mercedes Barreras 305-375-1733
Site Project Name: Drainage Improvements Multiple Sites
Site Location: NE 203 Street and NE 21 Avenue, NW 89 Avenue and NW 173 Terrace

Evaluation Type: Standard Evaluation
FEIN: 10569389
Award Amount: $827,312.50

Evaluator ID: E327060 Date: 3/30/2022 Period: Interim

Rating *						
	4	3	2	1	N/A	Criteria
1-	✔					Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	✔					Cost effectiveness & efficiency - Budget compliance & value of work.
3-	✔					Vision - Design - Concepts or adherence to criteria.
4-	✔					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	✔					Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	✔					Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	✔					Completeness - Compliance with contract documents, permits, Codes & standards.
8-	✔					Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	✔					Commitment - Intangibles & contribution to project success.
10-	✔					Personnel - Quality and dedication of project staff.
11-	✔					Management - Leadership ability.
12-	✔					Quality - Work performed correctly the first time.

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Juan Gonzalez at Phone# 305-608-9702

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐
Reviewer Name: Mercedes Barreras Reviewer Signature: _____
The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐
(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)
Evaluation delivered to: Pabon Engineering, Inc.

* Rating Key
4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/20/2023

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

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

PRODUCER	CONTACT NAME:	
Brown & Brown of Florida, Inc. 1201 W Cypress Creek Road Suite 130 Fort Lauderdale FL 33309	PHONE (A/C, No, Ext): (954) 776-2222	FAX (A/C, No): (954) 776-4446
	E-MAIL ADDRESS: 053.certs@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Pabon Engineering, Inc. 13028 SW 128th Street Miami FL 33186	INSURER A : FCCI Insurance Group	05432
	INSURER B : National Trust Insurance Company	20141
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23/24 Rnwl COI **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		GL10007177702	07/21/2023	07/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		CA10007177402	07/21/2023	07/21/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000	Y		UMB10007177602	07/21/2023	07/21/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCO10007177502	07/21/2023	07/21/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

The City and Eckler Engineering is Additional Insured with respect to General Liability, Auto Liability and Umbrella Liability.

30 days Notice of Cancellation applies except for 10 days non-payment of premium.

CERTIFICATE HOLDER

City of Coral Springs
9500 West Sample Road
Coral Springs FL 33065

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PABON, ANIBAL

PABON ENGINEERING INC
18955 SW 136 AVE
MIAMI FL 33177

LICENSE NUMBER: CUC1223949

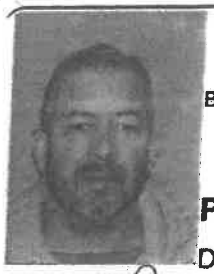
EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

772



CTQB

Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

E1800135

PABON ENGINEERING INC

D.B.A.:

PABON ANIBAL

Is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING UNTIL 09/30/2023

QUALIFYING TRADE(S)

0007 PAVING ENGINEERING

Jaime D. Gascon, P.E.
Secretary of the Board
Miami-Dade County retains all property rights herein.

www.miamidade.gov/economy

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

5351978

RECEIPT NO.
RENEWAL
5589560

EXPIRES
SEPTEMBER 30, 2024

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

BUSINESS NAME/LOCATION
PABON ENGINEERING INC
13028 SW 128TH ST
MIAMI, FL 33186-5880

OWNER
PABON ENGINEERING INC
C/O ANIBAL PABON

Worker(s) 5

SEC. TYPE OF BUSINESS
196 SPECIALTY ENGINEERING CONTRACT

CUC1223949

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 08/10/2023
INT-23-424145

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

MIAMI-DADE COUNTY

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

5351978

RECEIPT NO.
RENEWAL
7530102

EXPIRES
SEPTEMBER 30, 2024

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

BUSINESS NAME/LOCATION
PABON ENGINEERING INC
13028 SW 128TH ST
MIAMI, FL 33186-5880

OWNER
PABON ENGINEERING INC
C/O ANIBAL PABON

Worker(s) 1

SEC. TYPE OF BUSINESS
196 SPECIALTY ENGINEERING CONTRACT
E1800135

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 08/10/2023
INT-23-424145

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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

MIAMI-DADE COUNTY

Knowledge Test Results

Congratulations!

Milagro Pabon (MPAB1277), your score is 96.43%

Milagro Pabon, you successfully completed this tutorial and passed the E-Verify Knowledge Test on June 07, 2021.

Use your browser's print capability to obtain a copy of this page for your records.

To use E-Verify, select 'Exit Tutorial.'

E-Verify

REMINDER: You must visit 'View Essential Resources' to read the E-Verify User Manual, and you must print and clearly display the 'Notice of E-Verify Participation' and 'Right to Work' posters in all languages supplied by DHS.

Agreement with Pabon Engineering, Inc.

Final Audit Report 2023-10-23

Created:	2023-10-20
By:	Miguel Machuca (mmachuca@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvusU18QC-c26DDiy8gZcxMENdeqtYWFx

"Agreement with Pabon Engineering, Inc." History

Document created by Miguel Machuca (mmachuca@coralsprings.gov)
2023-10-20 - 4:33:46 PM GMT

Document emailed to pabonengineering@outlook.com for signature
2023-10-20 - 4:35:05 PM GMT

Email viewed by pabonengineering@outlook.com
2023-10-20 - 4:54:33 PM GMT

Signer pabonengineering@outlook.com entered name at signing as Anibal Pabon
2023-10-23 - 4:03:30 PM GMT

Document e-signed by Anibal Pabon (pabonengineering@outlook.com)
Signature Date: 2023-10-23 - 4:03:32 PM GMT - Time Source: server

Document emailed to cgomez@coralsprings.gov for signature
2023-10-23 - 4:03:35 PM GMT

Email viewed by cgomez@coralsprings.gov
2023-10-23 - 4:59:14 PM GMT

Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez
2023-10-23 - 4:59:49 PM GMT

Document e-signed by Christina Gomez (cgomez@coralsprings.gov)
Signature Date: 2023-10-23 - 4:59:51 PM GMT - Time Source: server

Agreement completed.
2023-10-23 - 4:59:51 PM GMT

Summary Sheet

Agenda Item: 13.

Meeting Date: November 1, 2023

Subject: Technology Related Items and Services (Stephen Dyer)

Requested Action: Request to approve the increase in the estimated annual expenditure amount from $350,000 to $950,000 for Technology Related Items and Services through Sourcewell Solicitation RFP #081419 to **CDW Government, LLC** of Vernon Hills, Illinois from November 1, 2023 through October 30, 2024. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE)

Funding Source: Approved Operating Budget

Placement: Policy Formation and Direction

Attachments: Summary Sheet

Background / Description:

On August 2, 2023, the City Commission approved the contract renewal for Technology Related Items and Services utilizing Sourcewell Solicitation RFP #081419 to CDW Government, LLC of Vernon Hills, Illinois through October 30, 2024. At that time, the City Commission approved an estimated annual expenditure of $350,000.

The Microsoft Enterprise Software, which is the City's operating system, is due to be renewed and the estimated annual renewal cost is $381,498. This software is available under the Sourcewell contract that is already in place with CDW Government, LLC. of Vernon Hills, Illinois.

The reason for the cost increase for this contract is to be able to purchase the Microsoft Enterprise Software licenses through an existing contract, as well as additional technology related items and services that may occur.

The Information Technology Department and Purchasing Division staff recommend approving the increase in the estimated annual expenditure amount from $350,000 to $950,000 for Technology Related Items and Services through Sourcewell Solicitation RFP #081419 to CDW Government, Inc. of Vernon Hills, Illinois from November 1, 2023 through October 30, 2024.

Presenting: Stephen Dyer

Meeting Date: November 1, 2023
Department: Financial Services
Initiated By: Mary Marinace
DOC ID: 1785

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Technology Related Items and Services (Stephen Dyer)

PLACEMENT: Policy

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to approve the increase in the estimated annual expenditure amount from $350,000 to $950,000 for Technology Related Items and Services through Sourcewell Solicitation RFP #081419 to **CDW Government, LLC** of Vernon Hills, Illinois from November 1, 2023 through October 30, 2024. Funding source: Approved Operating Budget. Strategic Goal: An Innovative High Performing and Sustainable Organization. (REQUEST TO APPROVE)

BACKGROUND / DESCRIPTION:

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Summary Sheet

Agenda Item: 14.

Meeting Date: November 1, 2023

Subject: Appointments, Nuisance Abatement Board (Chief Brad McKeone)

Requested Action: Request to consider appointments of Steven Arbogast and Robert Kostick to the Nuisance Abatement Board. (REQUEST TO APPOINT)

Funding Source: Not Applicable

Placement: Policy Formation and Direction

Attachments: #1 - Arbogast, Steven
#2 - Kostick, Robert

Background / Description: The Nuisance Abatement Board is an administrative board authorized to hear complaints and render decisions regarding the abatement of nuisances as authorized in Section 893.138 of Florida State Statutes. Nuisance properties are any place or premise that has had occasions of controlled substance violations, criminal gang activity, dealing in stolen property, or prostitution. If the Board finds and declares a property to be a public nuisance, an order may be entered to require the owner to adopt procedures to abate the nuisance. An order can also prohibit the maintaining, operating, and conduct of business at the nuisance property, as well as impose fines.

The City Commission is being requested to consider appointments of two (2) applicants to the Nuisance Abatement Board. This term of office for these seats will begin July 1, 2023 (retroactive) and conclude June 30, 2026.

#1 – Arbogast, Steven
Only applied to this board
Not currently serving on another committee
Video: Yes

#2 – Kostick, Robert
Only applied to this board
Not currently serving on another committee
Video: Yes

Application Form

Profile

Are you 18 years of age or older?

- [x] Yes
- [ ] No

Steven (First Name) | L (Middle Initial) | Arbogast (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

[redacted] (City) | [redacted] (State) | [redacted] (Postal Code)

[redacted] (Primary Phone) | (Alternate Phone)

Banking
Occupation

Which Boards would you like to apply for?

Nuisance Abatement Board: Submitted

Length of Residence in Coral Springs

24 years

Length of Time as a Business Person in Coral Springs

32 years

Interests & Experiences

IMPORTANT NOTICE: ATTENTION ALL NEW APPLICANTS
Record a short video (90 seconds or less) explaining how your experience and interests are related to the board or committee you have applied to.

For applicants seeking reappointment, videos are not required.
If you need assistance recording a video, please contact the Office of the City Clerk at 954-344-1065.

Upload your video here:

Upload a Resume

Supplemental Questions

Do you have any relatives employed by the City? If yes, please state name(s):

No

Are you aware of any potential conflict of interest that may arise from your serving on this/these boards? If yes, please explain:

No

Do you have monies owed to the City that are delinquent? If yes, please explain:

No

Do you have any pending code violations relating to property owned by you in the City? If yes, please explain:

No

Do you have any violations relating to other City codes? If yes, please list:

No

Certification

I acknowledge that I have read the following statement: If appointed to this board or committee, Florida's Sunshine laws will apply to your participation. Upon appointment, you will receive additional information relating to Florida's Sunshine laws. If you have questions related to Florida's Sunshine laws, please contact the City Clerk at 954-344-1065.

◉ Yes ○ No

I hereby certify that all statements made in this application are true and complete. Permission is granted to the City of Coral Springs to investigate and verify criminal history and any information provided on this and successive documents completed for purposes of my appointment to the City Board or Committee. In return for consideration of my application, I release any person who provides information pertaining to me from all claims or liabilities that might otherwise result from such information or opinions.

☑ I Agree

Signature (Please type full name)

STEVEN ARBOGAST

Date

9/26/23

Application Form

Profile

Are you 18 years of age or older?

(•) Yes ( ) No

Robert — First Name
V — Middle Initial
Kostick — Last Name

[redacted] — Email Address

[redacted] — Home Address
[redacted] — Suite or Apt

[redacted] — City
[redacted] — State
[redacted] — Postal Code

[redacted] — Primary Phone
[redacted] — Alternate Phone

security coordinator for C.S. Center for the Arts [part time]
Occupation

Which Boards would you like to apply for?

Nuisance Abatement Board: Submitted

Length of Residence in Coral Springs

46 years

Length of Time as a Business Person in Coral Springs

N/A

Interests & Experiences

IMPORTANT NOTICE: ATTENTION ALL NEW APPLICANTS
Record a short video (90 seconds or less) explaining how your experience and interests are related to the board or committee you have applied to.

For applicants seeking reappointment, videos are not required.
If you need assistance recording a video, please contact the Office of the City Clerk at 954-344-1065.

Upload your video here:

Upload a Resume

Supplemental Questions

Do you have any relatives employed by the City? If yes, please state name(s):

NO

Are you aware of any potential conflict of interest that may arise from your serving on this/these boards? If yes, please explain:

NO

Do you have monies owed to the City that are delinquent? If yes, please explain:

no

Do you have any pending code violations relating to property owned by you in the City? If yes, please explain:

NO

Do you have any violations relating to other City codes? If yes, please list:

NO

Certification

I acknowledge that I have read the following statement: If appointed to this board or committee, Florida's Sunshine laws will apply to your participation. Upon appointment, you will receive additional information relating to Florida's Sunshine laws. If you have questions related to Florida's Sunshine laws, please contact the City Clerk at 954-344-1065.

◉ Yes ○ No

I hereby certify that all statements made in this application are true and complete. Permission is granted to the City of Coral Springs to investigate and verify criminal history and any information provided on this and successive documents completed for purposes of my appointment to the City Board or Committee. In return for consideration of my application, I release any person who provides information pertaining to me from all claims or liabilities that might otherwise result from such information or opinions.

☑ I Agree

Signature (Please type full name)

Robert V Kostick

Robert V Kostick

Date

10/10/2023

Summary Sheet

Agenda Item: 15.

Meeting Date: November 1, 2023

Subject: Reappointments, Various Committees (Dale Pazdra)

Requested Action: Request to consider reappointments to the Community Involved Government Committee, the Environmental Sustainability Committee, the Historical Advisory Committee, Martin Luther King Jr. Committee, and the Multi-Cultural Advisory Committee, per city guidelines. (REQUEST TO REAPPOINT)

Funding Source: Not Applicable

Placement: Policy Formation and Direction

Attachments: List of Applicants
#1 - Dunne, Ian
#2 - Lobel, Sandy
#3 - Monas, Michael
#4 - Gold, Roy
#5 - Scali, Stephen
#6 - Bolden, Jackie
#7 - Morera, Joe
#8 - Wong, Audrey

Background / Description: The Community Involved Government Committee identifies ways for City residents and the business community to become more involved in, and be better informed about, City activities and issues.

The mission of the Environmental Sustainability Committee is to address issues and promote projects that will favorably impact development, preservation and environmental enhancement in the City of Coral Springs.

The principal mission of the City of Coral Springs Historical Advisory Committee is to actively collect, preserve and showcase memorabilia relating to all aspects of the City's history. Furthermore, the City of Coral Springs Historical Advisory Committee shall work in unison with City staff to foster a sense of community spirit and to encourage citizen involvement and pride in the City's heritage.

The Martin Luther King, Jr. Committee organizes and coordinates an annual celebration in honor of Dr. Martin Luther King, Jr.

The Multi-Cultural Advisory Committee promotes and develops multi-cultural activities and awareness in the community and demonstrates that cultural diversity is welcomed, encouraged, and supported in Coral Springs.

	Applicant	Committee
1	Dunne, Ian	Community Involved Government Committee
2	Lobel, Sandy	Community Involved Government Committee
3	Monas, Michael	Community Involved Government Committee
4	Gold, Roy	Environmental Sustainability Committee
5	Scali, Stephen	Historical Advisory Committee
6	Bolden, Jackie	Martin Luther King Jr. Committee
7	Morera, Joe	Multi-Cultural Advisory Committee
8	Wong, Audrey	Multi-Cultural Advisory Committee

Application Form

Profile

Are you 18 years of age or older?

(•) Yes ( ) No

Ian — First Name
— Middle Initial
Dunne — Last Name

[redacted] — Email Address

[redacted] — Home Address
— Suite or Apt

[redacted] — City
[redacted] — State
[redacted] — Postal Code

[redacted] — Primary Phone
— Alternate Phone

Legislative Process Analyst at Stateside Associates
Occupation

Which Boards would you like to apply for?

Community Involved Government Committee: Submitted

Length of Residence in Coral Springs

30 years

Length of Time as a Business Person in Coral Springs

0 years

Interests & Experiences

IMPORTANT NOTICE: ATTENTION ALL NEW APPLICANTS
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If you need assistance recording a video, please contact the Office of the City Clerk at 954-344-1065.

Upload your video here:

Upload a Resume

Supplemental Questions

Do you have any relatives employed by the City? If yes, please state name(s):

No

Are you aware of any potential conflict of interest that may arise from your serving on this/these boards? If yes, please explain:

No

Do you have monies owed to the City that are delinquent? If yes, please explain:

No

Do you have any pending code violations relating to property owned by you in the City? If yes, please explain:

No

Do you have any violations relating to other City codes? If yes, please list:

No

Certification

I acknowledge that I have read the following statement: If appointed to this board or committee, Florida's Sunshine laws will apply to your participation. Upon appointment, you will receive additional information relating to Florida's Sunshine laws. If you have questions related to Florida's Sunshine laws, please contact the City Clerk at 954-344-1065.

◉ Yes ○ No

I hereby certify that all statements made in this application are true and complete. Permission is granted to the City of Coral Springs to investigate and verify criminal history and any information provided on this and successive documents completed for purposes of my appointment to the City Board or Committee. In return for consideration of my application, I release any person who provides information pertaining to me from all claims or liabilities that might otherwise result from such information or opinions.

☑ I Agree

Signature (Please type full name)

Ian Dunne

Ian Dunne

Date

10/16/2023

Ian Dunne

[redacted]

Education

Florida Atlantic University — Boca Raton, FL
Master of Arts in Political Science — May 2017
Bachelor of Arts in Political Science — May 2014

Gold Coast Schools — Tamarac, FL
Real Estate — August 2020

Work Experience

Dennis Carrion for Plantation City Council Seat 3 — Plantation, FL
Field Director — March 2020 - June 2020

- Worked on a field plan to help Dennis Carrion win the election.
- Met with the campaign staff weekly to discuss strategy.
- Dennis Carrion dropped out of the race, but our campaign spoke about changes to the city.

Shevrin Jones for State Senate District 35 Campaign — Miami Gardens, FL
Deputy Field Organizer — February 2020 - March 2020

- Spoke to 2,000 Miami Gardens residents about upcoming elections.
- Knocked on 300 doors a week.
- Dropped off thousands of pieces of literature about the candidates at the doors.

EccoCorp — Sunrise, FL
Call Center Agent — October 2019 - January 2020

- Made calls on behalf of business magazines.
- Informed people about the news, trends, and business models listed in the magazines.
- Spoke to thousands of Americans to offer a free publication of the magazines.

Diaz Campaigns — Coral Gables, FL
Canvasser — March 2019 - April 2019

- Spoke to 5,000 Miami-Dade County residents about upcoming local elections.
- Knocked on 4,000 doors for Jeannett Slesnick for Mayor of Coral Gables and Philippe Bien-Aime for Mayor of North Miami.
- Bien-Aime won and Slesnick lost.

Integral Resources Inc. — Oakland Park, FL
Call Center Agent — November 2018 - March 2019

- Made fundraising calls on behalf of Democratic organizations.
- Informed people about the issues that affect the community.
- Spoke to thousands of Americans to ask for their support of Democrats and their causes.

For Our Future Florida — Fort Lauderdale, FL
Field Organizer — April 2018 - November 2018

- Managed volunteers to talk to 3,000 Broward County residents about Andrew Gillum and Senator Bill Nelson.
- Spoke to over 800 people on Election Day to get the people out to vote.
- Although I was considered one of the strongest organizers in the state, both candidates lost.

Voter Outreach — Oakland Park, FL
Canvasser — February 2018 - April 2018

- Gathered 1,000 signatures to get increasing the minimum wage of Florida to $15 per hour on the ballot for November 2020.
- Provided voters information about the issues on the petitions.
- Traveled to areas in Broward County to gather the signatures for the petition.

Voters in Charge — Broward County, FL
Canvasser — November 2017 - December 2017

- Gathered 3,000 signatures for two petitions, having the voters decide on gambling and restoring voting rights to non-violent convicted felons, to be on the ballot for November 2018.
- Knocked on 1,000 doors to gather the signatures for the two petitions.
- Both petitions were passed by the voters in November 2018.

Miami Senate Coordinated Campaign — South Miami, FL
Canvasser — June 2017 - September 2017

- Collaborated with the Florida Democratic Party to win the special election in Miami-Dade County.
- Helped Annette Taddeo win the vacant Florida Senate District 40 seat.
- Knocked on doors in specific locations to help Annette Taddeo win the election.

Campus Bookstore, FAU — Boca Raton, FL
Bookseller — August 2015- September 2015

- Conducted inventory to ensure that there are textbooks on every shelf in the bookstore.
- Assisted students in the navigation of their textbooks for their courses.
- Searched the textbooks for the students for inventory.

AutoNation — Fort Lauderdale, FL
Corporate Communications Department Intern — May 2014- July 2014

- Worked on intracompany relations promoting the company charity, Racing 4 Cancer Foundation
- Traveled to AutoNation dealerships to ensure that they are promoting the charity.
- Met Ryan Hunter-Reay while helping AutoNation promote the charity.

Involvement

Georgia Senate Runoff — Coral Springs, FL
Volunteer — November 2020- January 2021

Victory 2020/ Biden- Harris Campaign — Coral Springs, FL
Volunteer — September 2020- November 2020

New Leaders Council — Fort Lauderdale, FL
Class of 2020 Fellow — January 2020 - June 2020

Broward Young Democrats — Fort Lauderdale, FL
Board Member — February 2020 - Present

Florida Young Democrats — Orlando, FL
Secretary — June 2019 - Present

Broward Democratic Executive Committee — Plantation, FL
Precinct Committeeman — August 2016 -Present

Customer Involved Government Committee — Coral Springs, FL
Member — May 2015 - Present

Application Form

Profile

Are you 18 years of age or older?

(•) Yes ( ) No

Sandy — First Name
— Middle Initial
Lobel — Last Name

[redacted] — Email Address

[redacted] — Home Address
— Suite or Apt

[redacted] — City
[redacted] — State
[redacted] — Postal Code

[redacted] — Primary Phone
[redacted] — Alternate Phone

retired educator — Occupation

Which Boards would you like to apply for?

Community Involved Government Committee: Submitted

Length of Residence in Coral Springs

37 years

Length of Time as a Business Person in Coral Springs

0

Interests & Experiences

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For applicants seeking reappointment, videos are not required.
If you need assistance recording a video, please contact the Office of the City Clerk at 954-344-1065.

Upload your video here:

Upload a Resume

Supplemental Questions

Do you have any relatives employed by the City? If yes, please state name(s):

no

Are you aware of any potential conflict of interest that may arise from your serving on this/these boards? If yes, please explain:

no

Do you have monies owed to the City that are delinquent? If yes, please explain:

no

Do you have any pending code violations relating to property owned by you in the City? If yes, please explain:

no

Do you have any violations relating to other City codes? If yes, please list:

no

Certification

I acknowledge that I have read the following statement: If appointed to this board or committee, Florida's Sunshine laws will apply to your participation. Upon appointment, you will receive additional information relating to Florida's Sunshine laws. If you have questions related to Florida's Sunshine laws, please contact the City Clerk at 954-344-1065.

◉ Yes ○ No

I hereby certify that all statements made in this application are true and complete. Permission is granted to the City of Coral Springs to investigate and verify criminal history and any information provided on this and successive documents completed for purposes of my appointment to the City Board or Committee. In return for consideration of my application, I release any person who provides information pertaining to me from all claims or liabilities that might otherwise result from such information or opinions.

☑ I Agree

Sandy Lobel

Signature (Please type full name)

Sandy Lobel

Date

10/01/2023

Application Form

Profile

Are you 18 years of age or older?

(•) Yes ( ) No

Michael — First Name
J — Middle Initial
Monas — Last Name

[redacted] — Email Address

[redacted] — Home Address
Suite or Apt

[redacted] — City
[redacted] — State
[redacted] — Postal Code

[redacted] — Primary Phone
Alternate Phone

Retired — Occupation

Which Boards would you like to apply for?

Community Involved Government Committee: Submitted

Length of Residence in Coral Springs

18 years

Length of Time as a Business Person in Coral Springs

0

Interests & Experiences

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No

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No

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No

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No

Do you have any violations relating to other City codes? If yes, please list:

No

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☑ I Agree

Signature (Please type full name)

Michael J Monas

Michael J Monas

Date

10/12/2023

[redacted]

Michael Monas

Summary

- 30+ years experience in the Telecommunications Software Industry.
- Extensive experience at Local Telecommunications Provider and Telcordia Technologies in Line Operations and Staff positions
- Managed software development projects
- I have engineered software enhancements for major telecommunications software systems.
- I Managed a Global Sales Alliance with various large European telecommunications suppliers.

Relevant Skills

- Excellent oral and written communication skills
- Ability to deal face-to-face with people at all levels in a customer's organization, both managerial and technical.
- Project Management expertise
- Experienced in writing and administering customer contracts

Community Service

- Future Pioneer (service organization) leader at Bellsouth (1972-1987)
- Active member of Telephone Pioneers of America at Telcordia Technologies (1987-2001)
- Active member (and President) of Pioneer Life Member Club (retirees) at Telcordia Technologies (2001-2004)
- Docent at Coral Springs Museum of Art
- Board Member at Coral Springs Museum of Art
- Board President at Coral Springs Museum of Art
- Member of Community Involved Government Committee – City of Coral Springs
- 2020 Graduate of Coral Springs Government Academy

Education

- Tulane University – B.S. Engineering (1972)

[redacted]

- Nova Southeastern University - MBA (1987)

Experience

- Telcordia Technologies, Piscataway, New Jersey (2003 – 2004)
  - Project Manager
    - Responsible for managing software projects and reporting progress to internal management and external customers
- SkyOptix, Inc., Somerset, New Jersey (2001-2003)
  - Engineered processes for linking optical networks and management systems to legacy software products to enable customers to improve the reliability of their legacy systems based on information derived from direct communication with intelligent network elements.
- Bellcore / Telcordia Technologies, Piscataway, New Jersey (1987 – 2001)
  - Global Alliance Manager (Telcordia / Alcatel)
    - Coordinated sales training for Account Executives of major European suppliers on Telcordia suite of software products
    - Coordinated Alliance's response to requests for information that included the Telcordia products of multiple software systems.
      - Worked directly with Product Teams and Systems Engineers within the various Business Units to develop the most "sellable" solution, including advising the Business Units on the best pricing strategies to win the bids
    - Apprised Telcordia's and partner's management about the status of joint software sales opportunities
    - Represented Telcordia at meetings with Alliance partners worldwide
  - Coordinator for Annual Sales Program (Life Cycle Program) to Telcordia Client Companies (domestic customers including AT&T, BellSouth, and
    - Negotiated with each Business Unit / Product Line at Telcordia the "included enhancements" that each product would offer its customers in each of its major software releases
    - Budgeted the amount of cost that each product unit could spend in the development of its annual program of software enhancements
  - TIRKS®[1] (A Major Software System) Product Manager

[1] TIRKS is a registered trademark of Telcordia Technologies

- Negotiated the annual TIRKS software development program with the client companies
- Acted as TIRKS subject matter expert (SME), representing the TIRKS product at user forums, including the COMMON LANGUAGE Technical Advisory Group and the Separations User Group (forum that administers the State- and FCC-mandated reporting of circuit mileage and other reports)

➢ Systems Engineer for major Telcordia software systems
- Analyzed and resolved user technical issues referred from the Customer Service Center
- Developed requirements for enhancements to the various software systems

❖ Southern Bell / BellSouth – Miami, Atlanta, Fort Lauderdale (1972 – 1987)

➢ Manager, Circuit Provision Center, Florida – managed a group of 60 first-line managers and non-management personnel doing HICAP (High Capacity Service) designs and the Field Assistance Bureau

➢ Facility & Equipment Planner, Florida – monitored and planned for future plug-in usage

➢ TIRKS Implementation Staff, Atlanta – implemented the first full TIRKS implementation in Miami
- Trained all levels of staff

➢ TIRKS Support Staff, Miami

➢ Outside Plant Engineer, Miami

Application Form

Profile

Are you 18 years of age or older?

(•) Yes ( ) No

Roy
First Name

Middle Initial

Gold
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

[redacted]
Primary Phone

[redacted]
Alternate Phone

Co-president
Occupation

Which Boards would you like to apply for?

Environmental Sustainability Committee: Submitted

Length of Residence in Coral Springs

45 years

Length of Time as a Business Person in Coral Springs

Interests & Experiences

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Upload your video here:

Upload a Resume

Supplemental Questions

Do you have any relatives employed by the City? If yes, please state name(s):

No

Are you aware of any potential conflict of interest that may arise from your serving on this/these boards? If yes, please explain:

No

Do you have monies owed to the City that are delinquent? If yes, please explain:

No

Do you have any pending code violations relating to property owned by you in the City? If yes, please explain:

No

Do you have any violations relating to other City codes? If yes, please list:

No

Certification

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◉ Yes ○ No

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☑ I Agree

Signature (Please type full name)

Roy Gold

Date

10/16/2023

Application Form

Profile

Are you 18 years of age or older?

(•) Yes ( ) No

Stephen — First Name
— Middle Initial
Scali — Last Name

[redacted] — Email Address

[redacted] — Home Address
— Suite or Apt

[redacted] — City
[redacted] — State
[redacted] — Postal Code

[redacted] — Primary Phone
— Alternate Phone

Pharmacist — Occupation

Which Boards would you like to apply for?

Historical Advisory Committee: Submitted

Length of Residence in Coral Springs

34 years

Length of Time as a Business Person in Coral Springs

Interests & Experiences

****** REQUIRED ******

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No

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No

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No

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No

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No

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☑ I Agree

Signature (Please type full name)

Stephen Scali

Date

9/16/2023

Application Form

Profile

Are you 18 years of age or older?

(•) Yes ( ) No

Jacquelyn (jackie) — First Name
M — Middle Initial
Bolden — Last Name

[redacted] — Email Address

[redacted] — Home Address
Suite or Apt

[redacted] — City
[redacted] — State
[redacted] — Postal Code

[redacted] — Primary Phone
Alternate Phone

Retired School Admintrator — Occupation

Which Boards would you like to apply for?

Martin Luther King Jr. Committee: Submitted

Length of Residence in Coral Springs

21 yrs

Length of Time as a Business Person in Coral Springs

Not in business

Interests & Experiences

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Upload a Resume

Supplemental Questions

Do you have any relatives employed by the City? If yes, please state name(s):

No

Are you aware of any potential conflict of interest that may arise from your serving on this/these boards? If yes, please explain:

No

Do you have monies owed to the City that are delinquent? If yes, please explain:

No

Do you have any pending code violations relating to property owned by you in the City? If yes, please explain:

No

Do you have any violations relating to other City codes? If yes, please list:

No

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◉ Yes ○ No

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☑ I Agree

Signature (Please type full name)

Evelyn Jacquelyn M Bolden

Date

10/17/2023

Citizen Spotlight – Jackie Bolden

Citizen Spotlight – Honoring Black History

Celebrating Black History Month, the City of Coral Springs is proud to highlight resident, Jackie Bolden, who is a long-time City volunteer and member of numerous City-run committees.

An educator, Jackie served as School Administrator at Dover High School in NJ, before retiring to Coral Springs with her husband, Arthur, in 2001.

Jackie graciously shared her experience in fighting for civil rights in the 1960's. Her story started while a student at Hampton University, Virginia (an HBCU). It was there that civil rights activist Jesse Jackson visited the campus and Jackie, along with her girlfriends, went to hear his message regarding peaceful sit-in demonstrations of lunch counters that refused to serve African Americans. Jackie believed in the mission of peaceful protest and began participating. Soon after, Jackie and her girlfriends agreed to a sit in at a department store tearoom in Virginia. As she described it, "In the 1960's college requirements were that women dressed elegantly to go off campus, particularly shopping. We thought the tearoom was a lovely idea and should be an interesting event, so we sat down to a lovely linen-clad table. My girlfriends and I thought all was going well, ….maybe we would be served. Suddenly, a very loud noise came from the circular staircase and the noise approached the tearoom. A loud male voice said, "if you don't get up, we will turn it on." There stood officers with a huge fire hose, prepared to extinguish the four of us intensely. We quickly, in heels, ran down the stairs of the department store to the bus that had transported us from campus. Once outside, our fellow male students were in handcuffs; some brought to jail, others returned with us back to campus." That singular moment was frightening and extremely humiliating; this experience will never be forgotten, and still brought her to tears as she shared her experience. As Jackie explained, "I was so humiliated, I was so hurt, I just wanted to be respected as a human, a good human being." From that moment on Jackie began using her voice to amplify social change as a writer for her school's newspaper.

During her college senior year, it was a trip to Washington DC, for a very celebrated-competitive football game Hampton University vs. Howard University where Jackie's personal life took a dramatic change. There she met her future husband, Arthur, who was a professor at Howard University. They enjoyed a courtship and after graduating from Hampton, Jackie began working at the Pentagon. Together they continued their fight for equality, and it was during the famous March on Washington organized by civil rights leader and activist of Dr. Martin Luther King, Jr. that Arthur proposed.

After marrying Arthur and having three children: Sydne, Arthur II, and Troy, Jackie returned to higher education and earned her Ed.M., Columbia University, NYC. Together they raised their children in Whippany, New Jersey. She beamed as she spoke of the how proud she was of all three of her children, their families and their careers.

As a Coral Springs resident since 2001, Jackie enjoys participating with Coral Springs MLK as Program Chairperson; Board of Directors, Coral Springs Museum of Art; Public Art and Citizen Involved Government Committees; previously; a long- term member, The Links, Incorporated (North Broward County Chapter), who co-sponsors MLK Student Awards Program and Leadership and Diversity Day. Mayor Skip Campbell appealed to Jackie to develop a Black History Month program and she obliged. She and a colleague collaborated with the City's Marketing Department to develop the Black History Month programming which

features prominent leaders of civil rights on Coral Springs TV.

Growing up, Jackie played piano for her church, presently enjoys golf with her husband, and most importantly - participating in an international Bible study – faith is very important to her and is her foundation.

As we celebrate Black History Month, Jackie remarked on the civil rights movement, “Humanity brings us to equality and respect” She added, “Humanity and dignity of all people – a human right!”

It is women like Jackie that makes us so proud to celebrate the achievements of African Americans in our community.

Application Form

Profile

Jose
First Name

E
Middle Initial

Morera
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

[redacted]
Primary Phone

Alternate Phone

Brand Operations Manager
Occupation

Which Boards would you like to apply for?

Charter Review Committee: Submitted

Length of Residence in Coral Springs

26

Length of Time as a Business Person in Coral Springs

Question applies to Charter Review Committee

Please identify the Commission member who recommended and nominated you for the committee: *

- [x] Commissioner Joy Carter

Interests & Experiences

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Upload your video here:

Upload a Resume

Supplemental Questions

Do you have any relatives employed by the City? If yes, please state name(s):

No

Are you aware of any potential conflict of interest that may arise from your serving on this/these boards? If yes, please explain:

None

Do you have monies owed to the City that are delinquent? If yes, please explain:

I do not

Do you have any pending code violations relating to property owned by you in the City? If yes, please explain:

I do not

Do you have any violations relating to other City codes? If yes, please list:

I do not

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◉ Yes ○ No

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☑ I Agree

Signature (Please type full name)

Jose E Morera

Date

02/22/2023

JOSE E. MORERA

[redacted]

EXECUTIVE SUMMARY

Bilingual (Spanish/English) Management and Sales Professional with over 34years of successful and progressive sales and management experience in the foodservice industry. Customer oriented, with tenacity for consistently exceeding sales goals and customer expectations. Responsible, well-organized, goal-driven, intelligent, risk-taking professional, utilizing communicative style to build rapport and earn customer trust and loyalty.

PROFESSIONAL EXPERIENCE

Training and Coaching – Problem Solving Skills – Product Management – Effective Communication – Presentation Skills– Relationship Development – Customer Oriented – Team Management – Customer Focus – Results Oriented

Creative Beauty Group LLC, Doral, FL — 2019 – Present

Brands Operations Manager

Customer Service Center management and oversight. Management of sales force and broker network as well as development and implementation of policies, procedures and contract negotiations with suppliers and the Senior Advisor to the CEO.

- Developed and implemented operating procedures within the Customer Service Department resulting in more accurate and prompt information provided to customers
- Analyzed and evaluated purchasing and vendor programming resulting in over $200K in annual savings
- Developed a growth program with suppliers (first time ever for this company), yielding $85K in first year
  - On track to reach over $120K current year
- Achieved a reduction of 15 days on payment terms with customers, increasing accounts payable payment timeline

Kraft Foodservice/Kraft Heinz, Glenview, IL — 2002 – 2018 (Retired)

Region Beverage Sales and Marketing Manager

Progressive advancement to Region Management position focused on the regional beverage business. Position Overview: Sales management, comprehensive product line expertise, systems implementation, and communication execution.

- Maintain sustained growth in a $15MM category within the Beverage Division of Kraft portfolio
- Support, coordinate and train 12 Field Sales members within the Region while managing the critical day-to-day beverage business decisions
- Establish relationship with key end-users, operators and key top beverage distributors
  - Generating an increase of 10-12% in sales and product awareness annually
- Achieved a 15% close ratio of our Corporate Premier Hot Beverage Initiative, resulting in incremental sales of $455K annually.
- Facilitated the Non-Comm. roast & ground coffee initiative with Sodexho, resulting in a 12% year over year revenue growth
- Managed FDOC business with JAS Supplies resulting in incremental business of $475,000 during first 6 months with growth to $1MM.
- Integrated the Office Coffee Service/Vending Business Unit and our Food Service Business for a combined 30% lift in our overall beverage business.
- 2014 Five Star Award. Top Shelf Award for the Premier Hot Beverage Contract Execution.
- 3B10 award winner 2005 for contributions to the achievement of North America Foodservice business goals.

Kraft/Nabisco, Inc., Northfield, IL — 1995 – 2001

Account Manager – Vending Division

Managed the growth and development of South Florida territory. Volume exceeded $3MM in 2001. Responsible for the development of distributors and operators. Delivered net sales and GM FSO's, designed and implemented programs tailored to territory needs to reach sales goals, maintained ROI expectations, introduced new products at the operator level.

- Gained 106% increase in operator withdrawals vs. prior year 2000.
- Four time "Circle of Excellence" Award winner: 1996-1998 and 2000. National Salesman of the Year 1997
- Consistently ranked above average for region and nation in operator withdrawals of 115% and distributor growth of 144% for 1996-1998.
- Executed "Out-of-the-Box" opportunities averaging over $250,000 in incremental sales in 1997-2000.
- Ranked #1 in region for Category Leader Sales with 141% growth in 1998.

Application Form

Profile

Are you 18 years of age or older?

(•) Yes ( ) No

Audrey — First Name
— Middle Initial
Wong — Last Name

[redacted] — Email Address

[redacted] — Home Address
— Suite or Apt

[redacted] — City
[redacted] — State
[redacted] — Postal Code

[redacted] — Primary Phone
[redacted] — Alternate Phone

Retired — Occupation

Which Boards would you like to apply for?

Multi-Cultural Advisory Committee: Submitted

Length of Residence in Coral Springs

I used to live in CS for 10 yrs. Currently I am representing the Coral Springs Chinese Cultural Association.

Length of Time as a Business Person in Coral Springs

NA

Interests & Experiences

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Upload a Resume

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No

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No

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No

Do you have any pending code violations relating to property owned by you in the City? If yes, please explain:

No

Do you have any violations relating to other City codes? If yes, please list:

No

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I acknowledge that I have read the following statement: If appointed to this board or committee, Florida's Sunshine laws will apply to your participation. Upon appointment, you will receive additional information relating to Florida's Sunshine laws. If you have questions related to Florida's Sunshine laws, please contact the City Clerk at 954-344-1065.

◉ Yes ○ No

I hereby certify that all statements made in this application are true and complete. Permission is granted to the City of Coral Springs to investigate and verify criminal history and any information provided on this and successive documents completed for purposes of my appointment to the City Board or Committee. In return for consideration of my application, I release any person who provides information pertaining to me from all claims or liabilities that might otherwise result from such information or opinions.

☑ I Agree

Signature (Please type full name)

Audrey wong

Date

9/26/23