



City of Pembroke Pines

PROFESSIONAL ENVIRONMENTAL AND SUPPORT SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
M. J. NICHOLS & ASSOCIATES, LLC

THIS AGREEMENT ("Agreement"), dated September 10, 2024, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

M. J. NICHOLS & ASSOCIATES, LLC, a Limited Liability Company as listed with the Florida Division of Corporations, with a business address of **14657 93rd St. N., West Palm Beach, FL 33412** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H

WHEREAS the CITY is in need of professional environmental and support services related to seepage management at Hidden Lake; and,

WHEREAS these are specialized and intricate areas of expertise requiring specific knowledge and skill; and,

WHEREAS CONSULTANT maintains all required licenses necessary to perform the services required by this Agreement; and,

WHEREAS CONSULTANT possesses specific knowledge, skills, abilities, experiences, and expertise in the required areas that would particularly benefit CITY; and,

WHEREAS the CITY procured pricing for the services herein required pursuant to CITY Code of Ordinance **§35.18(C)(2)**, entitled "**Professional Services**," which provides certain contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique, are exempt from the City's formal competitive bidding procedures; however, state laws, such as the Consultants' Competitive Negotiation Act ("CCNA") of the state statutes, if applicable shall be followed; and,

WHEREAS the services to be performed pursuant to this Agreement are not "professional services" as defined by §287.055(2)(a), Florida Statutes, or do not meet the dollar thresholds required by §§287.055(2)(g) or 287.055(3)(a), Florida Statutes, therefore the CCNA does not apply to the



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services herein required; and,

WHEREAS CITY desires to engage CONSULTANT to perform the services required herein for the CITY.

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1 **PREAMBLE**

The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1 CONSULTANT hereby agrees to perform the **environmental and support services**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof and CONSULTANT's proposal, attached hereto and by this reference made a part hereof as **Exhibit "B"**. CONSULTANT agrees to do everything required by this Agreement.

2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all services required under this Agreement shall be performed in a professional manner.

2.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience, and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one (1) year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.5 The relationship between CITY and CONSULTANT created hereunder and the services to be provided by CONSULTANT pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other contractors to perform the same or similar services performed by CONSULTANT hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to CONSULTANT while CONSULTANT is so engaged without first terminating such assignment. CONSULTANT shall be free to pursue



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relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the City of Pembroke Pines, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by CONSULTANT hereunder.

2.6 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

2.7 CONSULTANT shall comply with the applicable provisions of the City of Pembroke Pines Code of Ordinances. CONSULTANT shall require that all sub-consultants comply with the applicable provisions of the City of Pembroke Pines Code of Ordinances.

ARTICLE 3 **TERM AND TERMINATION**

3.1 The services herein required shall commence upon full execution of this Agreement. The services shall be completed by **June 30, 2025**, subject to any permitted extensions of time pursuant to this Agreement and any amendments and/or addenda thereto. For the purposes of this Agreement, the term "completion" shall mean the satisfactory completion and final inspection of the Property by the CITY.

3.2 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing fourteen (14) calendar days of written notice to CONSULTANT for such termination in which event CONSULTANT shall be paid its compensation for services performed before the termination date, including services reasonably related to termination.

3.3 **Default by CONSULTANT.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONSULTANT neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by CONSULTANT of written notice of such neglect or failure.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 CONSULTANT shall be entitled to invoice CITY monthly for services performed and properly invoiced in accordance with the fees set forth in **Exhibit "B"**. The total compensation amount paid to CONSULTANT for the services herein required shall not exceed **THIRTY-ONE THOUSAND, NINE HUNDRED DOLLARS AND ZERO CENTS (\$31,900.00)**.

4.2 CITY will make its best efforts to pay CONSULTANT within thirty (30) calendar days of receipt of proper invoice, which invoice must include the total shown to be due. Invoices submitted to the CITY shall include information such as, but not limited to, the date(s) of service, staff classification, the amount of time spent, a description of the service(s), and any other information reasonably required by CITY.



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4.3 Method of Billing and Payment. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. The CITY shall within thirty (30) calendar days, from the date the CITY approves the Application for Payment, pay the CONSULTANT the amount approved by the City Engineer or his or her assignees. Payment will be made to CONSULTANT at:

M. J. Nichols & Associates, LLC
14657 93rd St. N.
West Palm Beach, FL 33412-2533

ARTICLE 5

CHANGES TO SCOPE OF SERVICES AND ADDITIONAL SERVICES

5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A"** to be provided under this Agreement as described in Article 2. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra services.

5.2 In no event will the CONSULTANT be compensated for any services which has not been described either herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 6

INDEMNIFICATION

6.1 The CONSULTANT shall indemnify and hold harmless the CITY, its officers and employees, from liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligence, recklessness, or intentional wrongful misconduct of CONSULTANT, and other persons employed or utilized by CONSULTANT during performance of this Agreement. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

6.2 Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

6.3 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.



ARTICLE 7 **INSURANCE**

7.1 The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONSULTANT AND ALL SUBCONSULTANTS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the CONSULTANT has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONSULTANT be allowed to commence work under this AGREEMENT until the SUBCONSULTANT complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the CONSULTANT or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONSULTANT shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

CONSULTANT shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:



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Yes No

- ✓ ☐ 7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Personal & Advertising Injury Limit - \$1,000,000
3. General Aggregate Limit - \$2,000,000
4. Products & Completed Operations Aggregate Limit - \$2,000,000

Aggregate Reduction: CONTRACTOR shall advise the CITY in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the CONTRACTOR will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✓ ☐ 7.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption for CITY to exempt CONSULTANT.

Yes No

- ☐ ✕ 7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:



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1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

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7.6.3.1 If CONSULTANT requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

☐ ☒

7.6.4 Umbrella/Excess Liability Insurance in the amount of \$2,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

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7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONSULTANT's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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7.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your



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services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ ✖ 7.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONSULTANT is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ☐ ✖ 7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ ✖ 7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ ✖ 7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ ✖ 7.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the



CONSULTANT and subcontractors of the project. The CONSULTANT shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONSULTANT's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONSULTANT purchasing the Builder's Risk insurance for the project, the CONSULTANT shall allow the CITY the opportunity to analyze the CONSULTANT's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONSULTANT's Builder's Risk Insurance, the CONSULTANT shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONSULTANT shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONSULTANT shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ * 7.6.13 Other Insurance

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONSULTANT's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 Any and all insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subcontractors shall maintain such policies during the term of this Agreement.

7.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONSULTANT has assumed in the indemnification/hold harmless section(s) of this Agreement.



ARTICLE 8

NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONSULTANT nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONSULTANT further agrees that it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9

INDEPENDENT CONTRACTOR

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

ARTICLE 10

AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of



Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 11

UNCONTROLLABLE FORCES

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

ARTICLE 12

GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13

SIGNATORY AUTHORITY

Upon CITY's request, CONSULTANT shall provide CITY with copies of requisite documentation evidencing that the signatory for CONSULTANT has the authority to enter into this Agreement.

ARTICLE 14

DEFAULT OF CONTRACT & REMEDIES

14.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONSULTANT to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONSULTANT's failure to perform in accordance with the requirements of this Agreement.

14.2 **Correction of Services.** If, in the judgment of CITY, the services provided by CONSULTANT do not conform to the requirements of this Agreement, or if the services exhibit



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poor workmanship, CITY reserves the right to require that CONSULTANT correct all deficiencies in the services to bring the services into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of services.

14.3 Default of Contract. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT for which CITY may terminate for cause:

14.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Recreation and Cultural Arts Director relative thereto.

14.3.2 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT 's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

14.3.3 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other Party in a manner not expressly permitted hereunder.

14.3.4 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

14.4 Remedies in Default. In case of breach of this Agreement by CONSULTANT, CITY shall notify CONSULTANT, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONSULTANT to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONSULTANT of such declaration of default and terminate the Agreement.



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14.4.1 Upon such declaration of default, all payments remaining due CONSULTANT at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONSULTANT.

14.4.2 CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure services necessary for the completion of the Agreement, and charge the cost of same to CONSULTANT with the costs incident thereto to such default.

14.4.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONSULTANT under this Agreement, if the same had been fulfilled by CONSULTANT, CITY shall retain such differences. Should such cost to CITY be greater, CONSULTANT shall pay the amount of such excess to the CITY.

14.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONSULTANT fails to meet reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within seven (7) calendar days of the receipt by CONSULTANT of such notice from CITY.

ARTICLE 15
BANKRUPTCY

It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 16
DISPUTE RESOLUTION

In the event that a dispute, if any, arises between CITY and CONSULTANT relating to this Agreement, performance or compensation hereunder, CONSULTANT shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONSULTANT expressly agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 17
PUBLIC RECORDS

17.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:



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17.1.1 Keep and maintain public records required by the CITY to perform the service;

17.1.2 Upon request from the CITY's custodian of public records, provide the 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;

17.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

17.1.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT 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.

17.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
drogers@ppines.com**

**ARTICLE 18
SCRUTINIZED COMPANIES**

18.1 CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company



is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

18.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

18.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

18.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

18.1.2.2 Is engaged in business operations in Syria.

ARTICLE 19

EMPLOYMENT ELIGIBILITY

19.1 **E-Verify.** CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

19.1.1 Definitions for this Section.

19.1.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

19.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

19.1.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

19.1.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

19.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

19.2.1 All persons employed by a Contractor to perform employment duties within Florida



City of Pembroke Pines

during the term of the contract; and

19.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

19.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 20 **FEDERAL REQUIREMENTS**

Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Contract. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

20.1 Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

20.1.1 **Equal Employment Opportunity**. During the performance of this contract, CONTRACTOR agrees as follows:

20.1.1.1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places,



City of Pembroke Pines

available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

20.1.1.2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

20.1.1.3. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

20.1.1.4. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

20.1.1.7. In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in



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Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

20.1.1.8. CONTRACTOR will include the provisions of paragraphs (20.1.1.1) through (20.1.1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

20.2 **Davis-Bacon Act.** CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONTRACTOR must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week.

20.3 **Copeland "Anti-Kickback" Act.** CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

20.4 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).** Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

20.4.1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.



20.4.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (20.4.1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (20.4.1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (20.4.1) of this section.

20.4.3. Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (20.4.2) of this section.

20.4.4. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (20.4.1) through (20.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (20.4.1) through (20.4.4) of this section.”

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

20.5.1 Clean Air Act.

20.5.1.1 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

20.5.1.2 CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.



20.5.1.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

20.5.2 Federal Water Pollution Control Act.

20.5.2.1 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

20.5.2.2 CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

20.5.2.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

20.6 **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONTRACTOR is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Additionally, CONSULTANT shall adhere to the policies, procedures, and requirements for nonprocurement debarment and suspension as provided within [24 CFR § 570.609](#).

20.6.1 CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

20.7 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).** CONTRACTOR shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with



obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

20.8 **Compliance with State Energy Policy and Conservation Act.** CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

20.9 **Procurement of Recovered Materials.** The CITY and CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

20.10 **Reporting.** Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

20.11 **Rights to Inventions.** Pursuant to 44 CFR 13.36(i)(8), CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

20.12 **No Obligation by the Federal Government.**

20.12.1 Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the CITY, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

20.12.2 CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20.13 **DHS Seal, Logo, and Flags.** CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

20.14 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.



20.15 **Fraudulent Statements.** CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Contract.

20.16 **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

20.17 **Affirmative Socioeconomic Steps.** If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

20.18 **License and Delivery of Works Subject to Copyright and Data Rights.** If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

20.19 **Economic Opportunities.**

20.19.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

20.19.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract,



City of Pembroke Pines

the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

20.19.3 The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

20.19.4 The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

20.19.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

20.19.6 Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

20.19.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



ARTICLE 21

MISCELLANEOUS

21.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes.

21.2 **Legal Representation.** It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the Party preparing same shall not apply herein due to the joint contributions of both Parties.

21.3 **Records.** CONSULTANT shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

21.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

21.5 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

21.6 **Notice.** Whenever any Party desires to give notice unto any other Party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended and the remaining Party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice



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in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY:	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way, 4 th Floor Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040
Copy To:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923
CONSULTANT	Michael J. Nichols, C.E.P. M. J. Nichols & Associates, LLC 14657 93rd St. N. West Palm Beach, FL 33412 E-mail: mike@mjnicholsLLC.com Telephone No: (561) 753-0554 Facsimile No: (561) 753-0389

21.7 **Binding Authority.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

21.8 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

21.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

21.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

21.11 **Extent of Agreement; Conflicts.** This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of any conflict or ambiguity by and between this Agreement, **Exhibit "A"**, and **Exhibit "B"**, this Agreement shall govern and



prevail, followed by **Exhibit "A"**, and **Exhibit "B"**.

21.12 **Attorneys' Fees.** In the event that either Party brings suit for enforcement of this Agreement, each Party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

21.13 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

21.14 **Compliance with Statutes.** It shall be the CONSULTANT's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.

21.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

21.16 **No Third-Party Beneficiaries.** The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third Party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.

21.17 **Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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 thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

21.18 **Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

*City of Pembroke Pines*

subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

21.19 **Anti Human Trafficking.** Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit, the CONSULTANT represents and warrants that it does not use coercion for labor or services as provided by state law.

21.20 **Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, CONSULTANT certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN
TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.


CITY:

CITY OF PEMBROKE PINES, FLORIDA

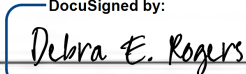
APPROVED AS TO FORM:

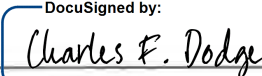
 8/22/24

Print Name: SAMUEL I. GAGLIARDI
OFFICE OF THE CITY ATTORNEY

BY: 
E2D2D4AA8795454...
MAYOR ANGELO CASTILLO

ATTEST:


F8EA9A23A58B417...
DEBRA E. ROGERS, CITY CLERK

BY: 
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

September 10, 2024

Signed by:



CONSULTANT:

M. J. NICHOLS & ASSOCIATES, LLC

Signed By: 
2134E2948DBB425...
Printed Name: Michael J. Nichols
Title: President



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Anti-Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: August 27, 2024 ~~=20=~~

ENTITY: M. J. Nichols & Associates, LLC

Signed by:

Michael J. Nichols

2134E2948DBB425...

NAME: Michael J. Nichols

TITLE: President



Ground disturbance along pipeline

(1100 feet length of directionally drilled pipe) X (5 feet wide pipe impact) = 5,500 sq. ft.

Maximum depth of directionally drilled pipe = 15 feet



Total Ground Disturbance

5,000 sq. ft.(pump station) + 5,500 sq/. ft.(pipe line) = 10,500 sq. ft.(0.126 AC)



POSSIBLE SITE LOCATION – LOOKING EAST



POSSIBLE SITE LOCATION – LOOKING EAST



POSSIBLE SITE LOCATION – LOOKING NORTH





POSSIBLE SITE LOCATION – LOOKING NORTHEAST



POSSIBLE SITE LOCATION – LOOKING NORTHEAST

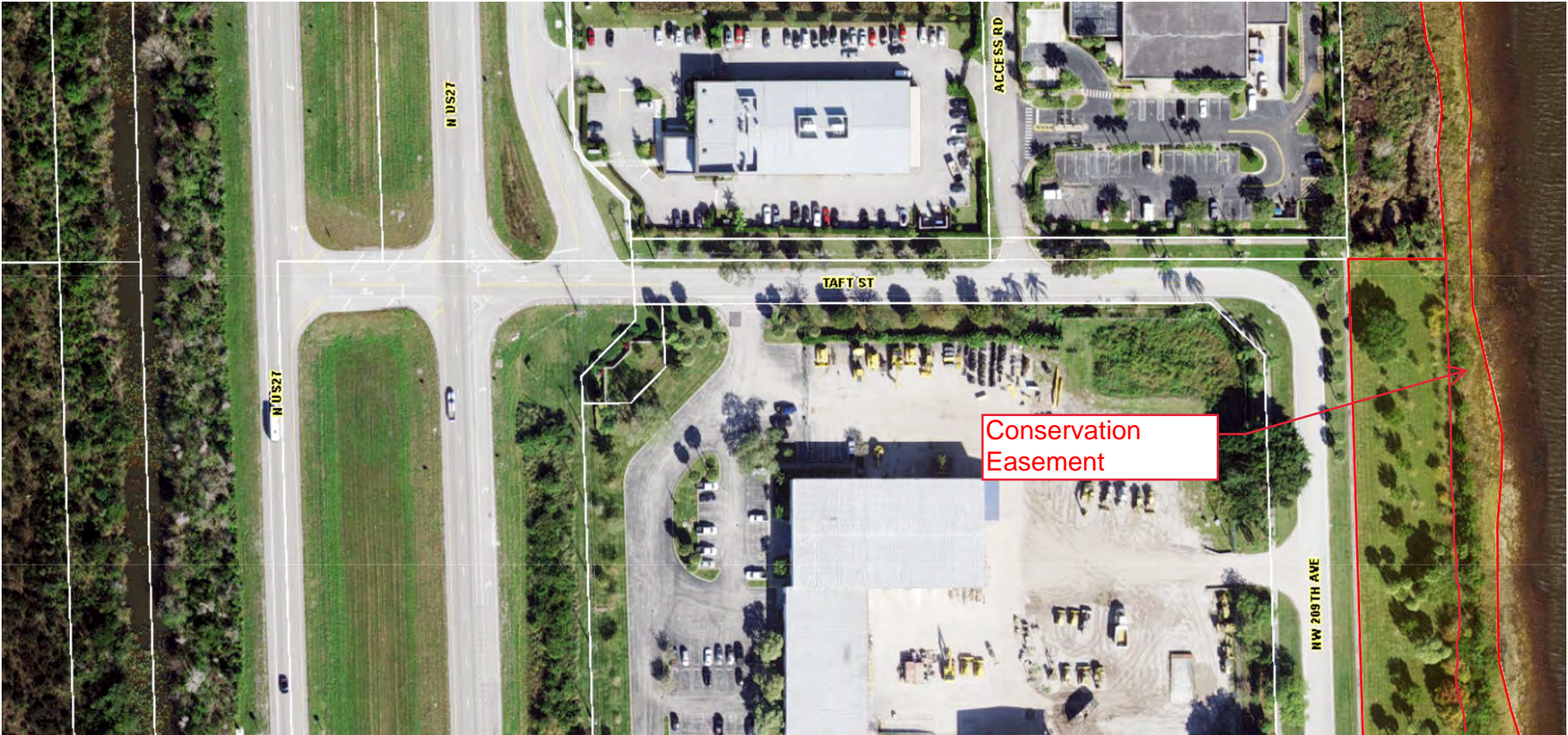


**POSSIBLE SITE LOCATION – LOOKING WEST AWAY
FROM THE SITE**

Seepage Pump Station Project Protection Area









Department of Natural Resource Protection

Biological Resources Division

218 S.W. 1st Avenue

Fort Lauderdale, FL 33301

(954) 519-1230 • FAX (954) 519-1412

ENVIRONMENTAL RESOURCE LICENSE

LICENSEE:

Chapel Trail Assoc., Ltd.
c/o Craven Thompson & Assoc., Inc.
3563 NW 53rd Street
Ft. Lauderdale FL, 33309

LICENSE NO.: DF96-1031

PROJECT: Wetland Fill,
Mitigation, Out Parcel

This license is issued under the provision of Chapter 27 of the Broward County Code of Ordinances also cited as Broward County Natural Resource Protection Code hereinafter called the Code. The above-named applicant, hereinafter called licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawing(s), plans, documents, and specifications as submitted by applicant, and made a part hereof and specifically described as follows:

Description of Work: This is an after-the-fact license to fill a 9.4 acre wetland out parcel within Chapel Trail with 42,086 cubic yards of limerock material for a commercial development.

Compensation for impacts to the melaleuca dominated wetland will consist of 2.08 acres of wetland creation and 3.1 acres of littoral shelf enhancement for a total of 5.18 acres of mitigation. The mitigation will be constructed adjacent to an existing 5.1 acre mitigation area.

Location of Work: The impact site is located north of Johnson Street and east of 209th Ave., and the mitigation site is located approximately 0.5 miles to the north both in Section 15, Township 51S, Range 39E, in the City of Pembroke Pines.

Construction shall be in accordance with Application DER Form 17-312.900(1) and BCDNRP Addendum each dated 12/24/94 and associated information, all of which is designated as DNR File No. 01557; with the attached plans stamped by the Department on 6/19/96; and all General and Specific Conditions of this license.



ENVIRONMENTAL RESOURCE LICENSE

GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted and must be completed by the licensee and enforceable by the Department of Natural Resource Protection (DNRP) pursuant to Chapter 27 of Broward County Code of Ordinances. The DNRP will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives.
2. This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension and/or enforcement action by the DNRP.
3. In the event the licensee is temporarily unable to comply with any of the conditions of the license or with the Code, the licensee shall notify the DNRP within eight (8) hours or as stated in the specific section of the Code. Within three (3) working days of the event, the licensee shall submit a written report to the DNRP that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention toward repair, replacement, and reconstruction of destroyed facilities, and a schedule of action leading toward operation within the license conditions.
4. The issuance of this license does not convey any vested rights or exclusive privileges, or does it authorize any injury to public or private property or any invasion of personal rights, or any violations of federal, state or local laws or regulations.
5. This license must be available for inspection on licensee's premises during the entire life of the license.
6. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity that are submitted to the County, may be used by the County as evidence in any enforcement proceeding arising under Chapter 27 of the Broward County Code of Ordinances, except where such use is prohibited by Section 403.111, Florida Statutes.
7. The licensee agrees to comply and shall comply with all provisions of the most current version of the Code.
8. Any new owner of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after the sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for, and is granted a transfer of license. The transferee shall be liable for any violation of the Code that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
9. The licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the license source at reasonable times by DNRP personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27, Broward County Code of Ordinances.
10. This license does not constitute a waiver or approval of any other license, approval or regulatory requirement by this or any other governmental agency that may be required.
11. If the licensee wishes to renew the license or extend its term, the licensee shall make application sixty (60) days prior to its expiration including payment of all appropriate fees. Expired licenses are not renewable.

SPECIFIC CONDITIONS:

A. Standard

1. Notify the Department in writing a minimum of 48 hours prior to project commencement and a maximum of 48 hours after project completion. Failure to comply with this condition will result in enforcement action.
2. Notify the Department immediately in the event of any project caused environmental problem(s).
3. All project generated solid waste and/or spoil material must be disposed of in a suitable approved manner at an upland location.
4. Turbidity screens or equivalent shall be properly employed and maintained as necessary during construction activities so that turbidity levels do not exceed 29 NTU's above natural background 50 feet downstream of project. If turbidity levels exceed these limits, project activities shall immediately cease, and work shall not resume until turbidity levels drop to within the standards set forth in Rule 62-302.510(3)(r) of the FAC.
5. Only clean muck shall be placed in the littoral shelf being filled. Any fill material used shall be free of garbage, rubbish, refuse, asphalt, hazardous materials, organic matter such as wood, lumber, tree or tree trimmings, or other contaminants. The disposal of any putrescible or deleterious debris in any water body is prohibited.
6. Notify the Department in writing within 48 hours from completion of final grading of the lake excavations.

B. Compensatory Mitigation (Area)

1. Construction and installation of the Area shall be in accordance with plans dated 6/19/96 by the Department (attached) and associated information. The Area shall be installed within 120 days from issuance of this license.
2. Upon completion of the Area, the following documentation shall be submitted to the Department: (a) certification of elevations in relation to design, (b) verification of actual acreage, and (c) the time-zero monitoring report. This documentation is required within 150 days of issuance of this license.
3. A viable wetland system shall be established that replicates a natural reference wetland in basic structure and function. In order to assure that the Area becomes self-sustaining, the following criteria shall be met:
 - a) A minimum of 80% coverage by desirable wetland species after a two (2) year period and demonstration of persistence for three (3) additional years.
 - b) Less than 5% coverage by invasive exotic and undesirable species. Exotic and undesirable species include, but are not limited to, melaleuca, Australian pine, Brazilian pepper, bischofia, torpedo grass, primrose-willow, and cattail.

- c) A minimum of 80% survival of each planted species. This rate shall be maintained each quarter except where species composition, density of planted and recruitment species and overall wetland condition, growth rates and viability of the Area are of higher quality, as determined by the Department.
- d) Hydrologic conditions and soil characteristics are in general conformity to those specified in plans. Data from the permanent surveyed staff gauges must be collected bi-weekly and submitted with the quarterly monitoring reports.

The Area shall be monitored and reports submitted quarterly for five (5) years describing in detail the condition of the Area relative to the reference wetland and the criteria listed above (B. 3.a-d).

- 4. Should the Department determine that the Area is not achieving the listed criteria during some portion of the monitoring period, the licensee shall determine the reasons for failure and prepare plans that demonstrate clearly how the problem(s) will be corrected and submit such plans immediately to the Department for approval. Those plans shall be implemented within 30 days from the Department's written approval.
- 5. A Conservation Easement and Letter of Credit have been submitted by the applicant. Should either of these documents be unacceptable to the County Attorney's Office or the County Commission, a replacement document shall be submitted in a form acceptable to the Department, the County Attorney's Office and the Commission within thirty (30) days of the Department's written notification that the document was unacceptable.

C. A COPY OF THIS LICENSE SHALL BE KEPT ON SITE DURING ALL PHASES OF LICENSED CONSTRUCTION.

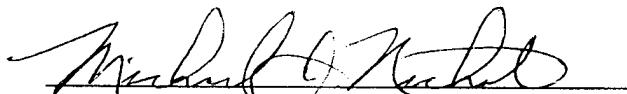
Recommended for approval by:


License Processor

Reviewed by:


Licensing/Section Manager

I have read the terms, conditions, requirements, limitations and restrictions set forth herein. I accept and agree to abide by all such provisions.

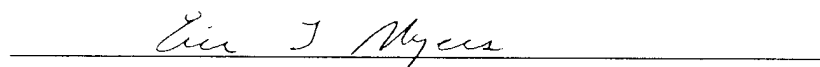

Signature (Licensee or authorized agent)

6-21-96
Date

Issued this 21st day of June, 1996

Expiration Date: June 21, 2001

BROWARD COUNTY DEPARTMENT OF NATURAL RESOURCE PROTECTION

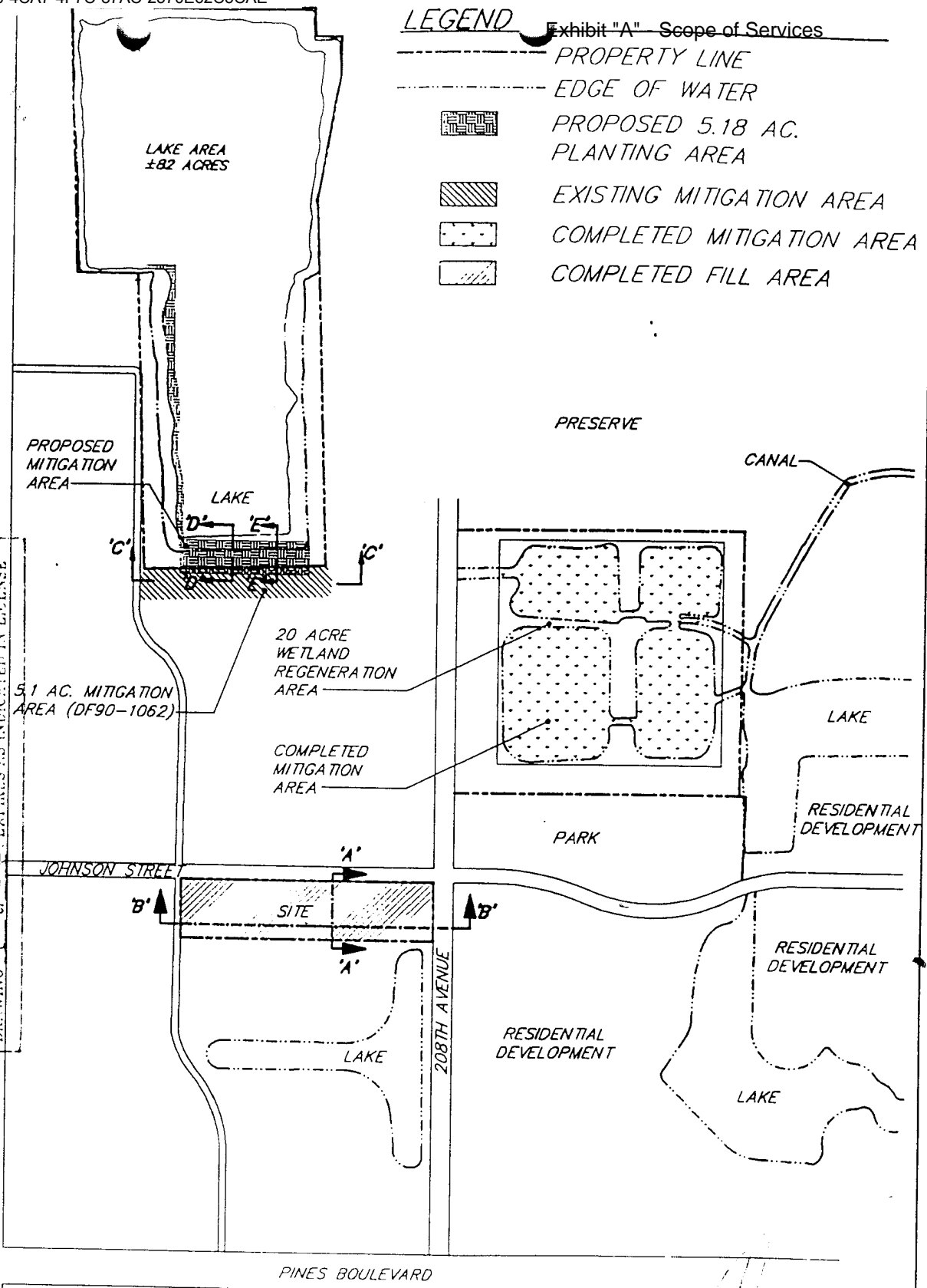

ERIC T. MYERS, DIRECTOR
BIOLOGICAL RESOURCES DIVISION



LEGEND

- Exhibit "A" Scope of Services
- PROPERTY LINE
- EDGE OF WATER
- PROPOSED 5.18 AC. PLANTING AREA
- EXISTING MITIGATION AREA
- COMPLETED MITIGATION AREA
- COMPLETED FILL AREA

BROWARD COUNTY
 DEPARTMENT OF NATURAL RESOURCE PROTECTION
 BIOLOGICAL RESOURCES DIVISION
 ENVIRONMENTAL RESOURCE LICENSE
 BROWARD COUNTY CODE 27-331 to 27-341
 PROJECT Chapel Trail
 REVIEWER *How* DATE 6/19/96
 ATTACHED TO LICENSE NO. DF96-1031
 DRAWING U.S.G.P.E. 27 EXPIRES AS INDICATED IN LICENSE

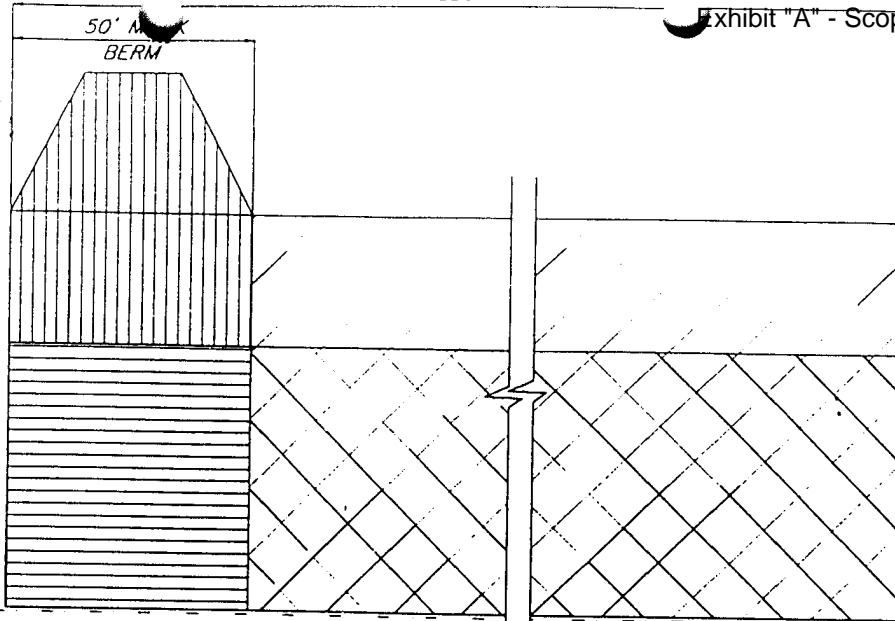


EL.=11.0 (APPROX.)

EL.=6.23 (AVG.)

EL.=5.5(EST. AVG.)

EL.=2.67 (AVG.)



CAP ROCK

BROWARD COUNTY

DEPARTMENT OF NATURAL RESOURCE PROTECTION
BIOLOGICAL RESOURCES DIVISION
ENVIRONMENTAL RESOURCE LICENSE
BROWARD COUNTY CODE 27-331 to 27-341

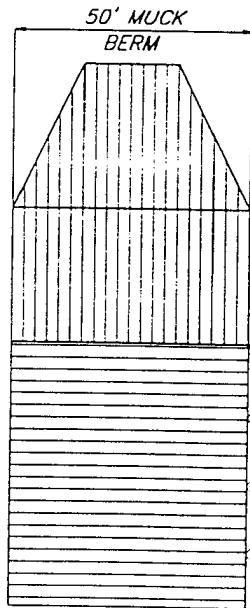
PROJECT Chapel Trail

OWNER M. Waller

DATE 6/19/96

ISSUED TO LICENSE NO. DE96-1031

2 7 EXPIRES AS INDICATED IN LICENSE



50' MUCK BERM

50' MUCK BERM

EL.=11.0 (APPROX.)

EL.=6.23 (AVG.)

EL.=5.5(EST. AVG.)

EL.=2.67 (AVG.)

CAP ROCK

SECTION B-B

N.T.S.

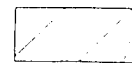
LEGEND



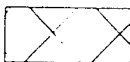
INDICATES CAP ROCK



INDICATES REMUCKED



INDICATES FILL



INDICATES DEMUCKED & FILLED



INDICATES MUCK

CRAMER THOMPSON & ASSOCIATES INC.

ENGINEERS PLANNERS SURVEYORS
3863 N.W. 83RD STREET FORT LAUDERDALE,
FLORIDA 33309 CERO 799-6400

DATE: 12/15/94
DESIGNED BY: M.J.N.
DRAWN BY: GW
CHECKED BY:
APPROVED BY:

BROWARD COUNTY DEPARTMENT OF
NATURAL RESOURCE PROTECTION
CHAPEL TRAIL LAKE NO. 8

PROJECT NO.
770487

CROSS SECTIONS

FIGURE NO.
2 OF 7

LAKE AREA
±82 ACRES

Exhibit "A" - Scope of Services
E.O.W. EL. 5.5
(AS-BUILT)

LEGEND

- PROPERTY LINE
- EDGE OF LITTORAL SHELVE
- EDGE OF WATER
- EXCAVATION TO EL. ±2.5 AND PROPOSED WETLAND PLANTING (2.08 AC. OF CONVERTED UPLAND)
- EXISTING SHELVE AND PROPOSED WETLAND PLANTING (3.10 AC.)
- EXISTING WETLANDS LEFT UNDISTURBED
- EXISTING UPLAND PLANTING AREA (1.784 AC.)

1610'±

EL. (-)0.5
(AS-BUILT)

1"=200'

N.W. 209th AVENUE

BROWARD COUNTY
DEPARTMENT OF NATURAL RESOURCE PROTECTION
BIOLOGICAL RESOURCES DIVISION
ENVIRONMENTAL RESOURCE LICENSE
BROWARD COUNTY CODE 27-331 to 27-341
PROJECT Chapel Trail
REVIEWER DeLipello DATE 6/17/96
ATTACHED TO LICENSE NO. DFIL 5031
DRAWING 3 of 7 : EXPIRES AS DRAINED IN LICENSE

EL. 2.5
EL. (-)1.0
EL. (-)0.5
EL. 1.5

T.O.B.

'C'

PROPOSED
EL. (-)1.0

PROPOSED
EL. 2.5

150'
DRAINAGE
EASEMENT

PREVIOUS MITIGATION AREA
(5.1 ACRES) DF90-1062.

NOT TO BE EXCAVATED
EXIST. PLANTED AREA

979'±

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
3563 N.W. 53RD STREET
FORT LAUDERDALE, FLORIDA 33308 (305) 739-6400
FAX: (305) 739-6408

DATE: 4/7/95
DESIGNED BY: M.N.
DRAWN BY: G.M.M.
CHECKED BY:
APPROVED BY:

BROWARD COUNTY DEPARTMENT OF
NATURAL RESOURCE PROTECTION
CHAPEL TRAIL LAKE NO. 8
DREDGE & FILL PLAN

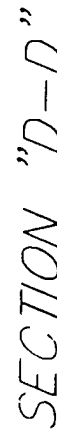
PROJECT NO.
770-487
FIGURE NO.
3 OF 7



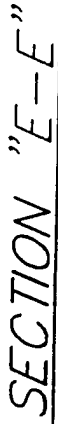
DEPARTMENT OF NATURAL RESOURCE PROTECTION
BIOLOGICAL RESOURCES DIVISION
ENVIRONMENTAL RESOURCE LICENSE
BROWARD COUNTY CODE 27-331 to 27-341
PROJECT *Chapel Trail* DATE *6/9/76*
REVIEWER *H. Williams*
ATTACHED TO LICENSE NO. *DEP-6-6371*
1-0 PLANNING & ZONING DIVISION

SECTION "C-C"

N. T. S.



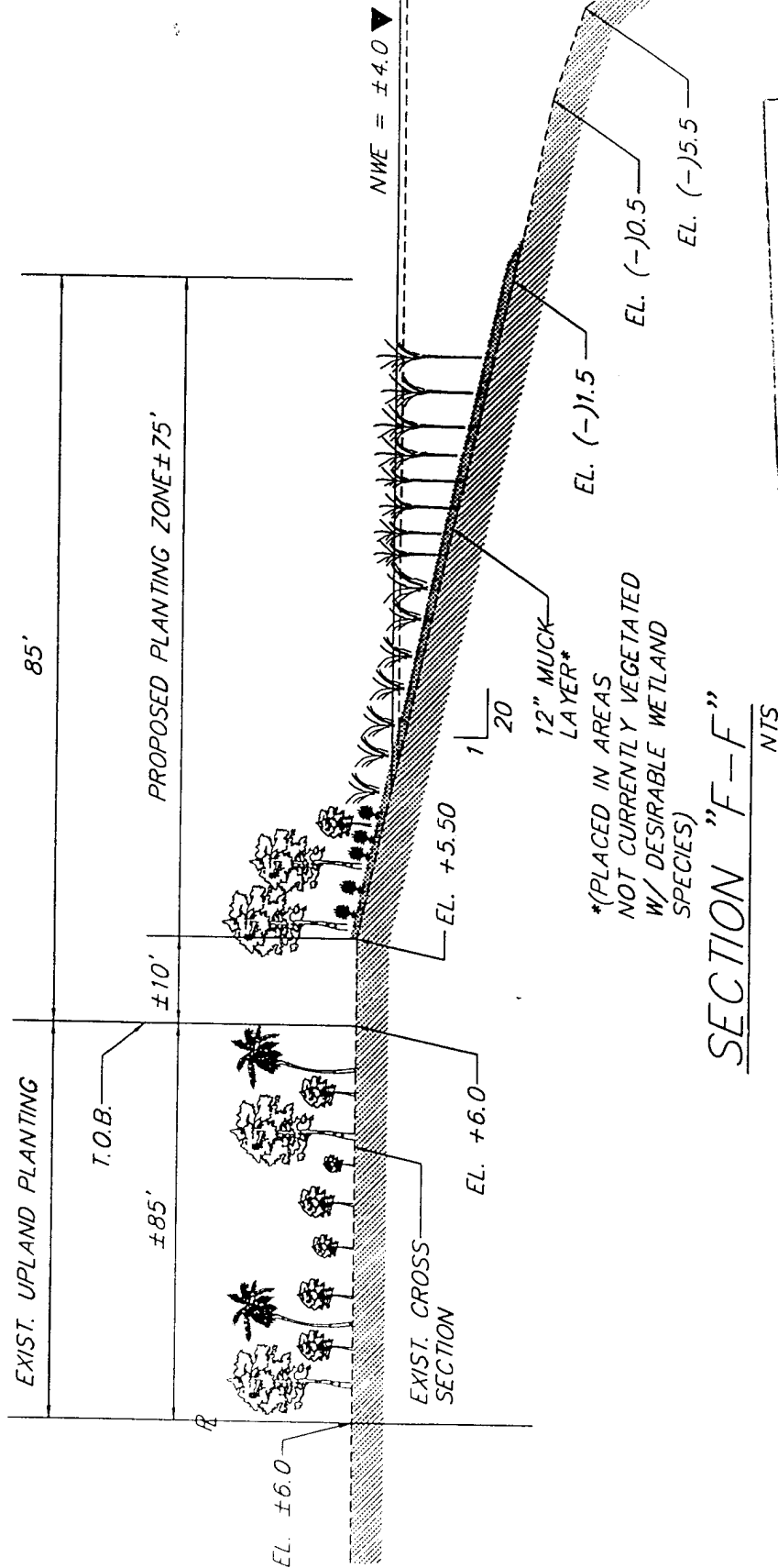
N. T. S.



N. T. S.

NOTE: ELEVATIONS REFER TO NATIONAL
GEODETIC VERTICAL DATUM (1929)

PROJECT NO.	770-87
FIGURE NO.	4 OF 7



BROWARD COUNTY
DEPARTMENT OF NATURAL RESOURCE PROTECTION
NATURAL RESOURCES DIVISION
ENVIRONMENTAL RESOURCE LICENSE
BROWARD COUNTY CODE 27-331 to 27-341
PROJECT Chapel Trail
DATE 6/17/96
ISSUED TO LICENSE NO. 16-1031
DRAWING 5 of 7 : EXPIRES AS INDICATED IN LICENSE

NOTE: ELEVATIONS REFER TO NATIONAL
GEODETIC VERTICAL DATUM (NGVD)

GRAVEN • THOMPSON ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
3563 N.W. 33RD STREET
FORT LAUDERDALE, FLORIDA 33309 (305) 739-6400
FAX: (305) 739-6409

DATE:	1/12/95
DESIGNED BY:	M.N.
DRAWN BY:	G.W.
CHECKED BY:	
APPROVED BY:	

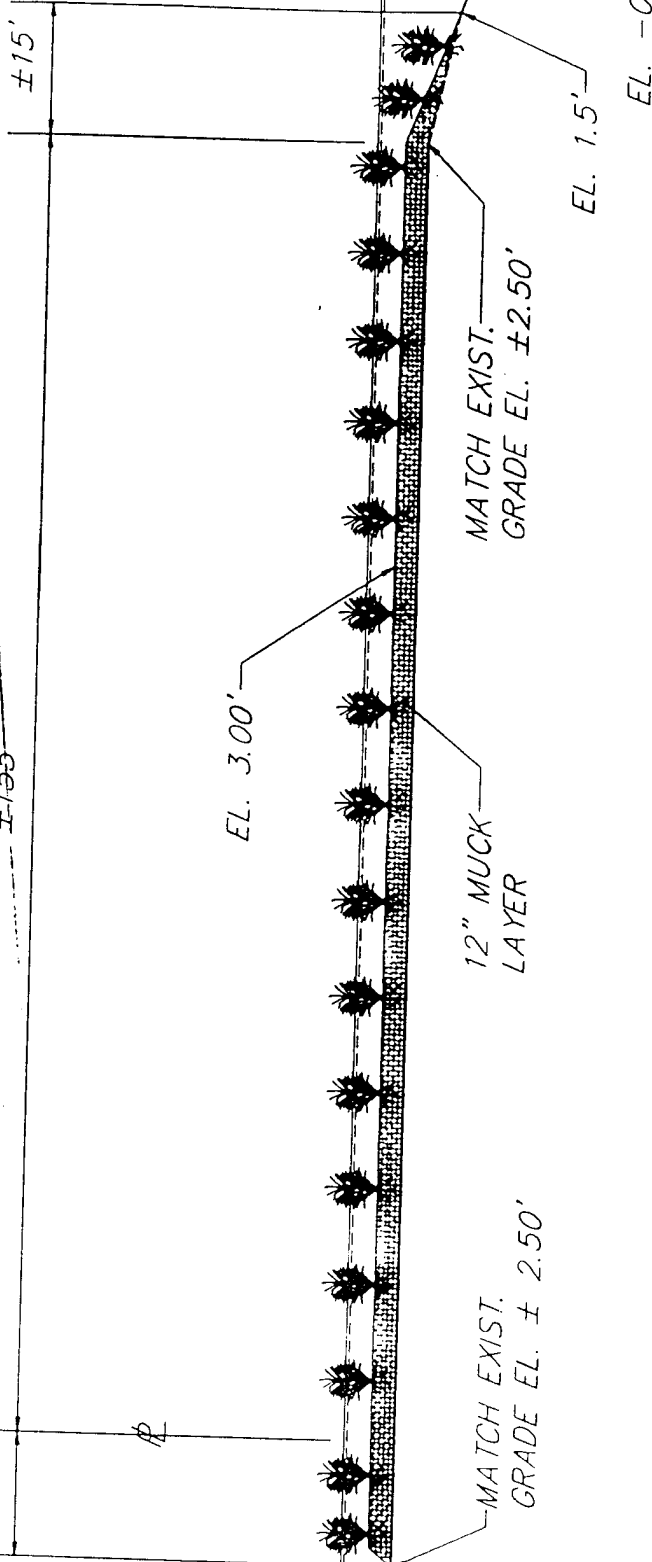
BROWARD COUNTY DEPARTMENT OF
NATURAL RESOURCE PROTECTION
CHAPEL TRAIL LAKE NO. 6
CROSS SECTION

PROJECT NO.
770497
FIGURE NO.
5 OF 7

BROWARD COUNTY

NATURAL RESOURCE PROTECTION
 ENGINEERS
 PLANNERS
 SURVEYORS
 F. SOURCES DIVISION
 N. W. WALLACE
 LICENSE NO. 8896 to 31
 DATE 6/14/96
 CHAPEL TRAIL
 VARIES
 ±55'
 AVG.
 ±155'

VARIES
 ±55'
 AVG.
 ±155'



PROPOSED TYPICAL SECTION OF SOUTH LAKE BANK
 SHOWING PLANTING ZONES
 NTS

CRAVEN • THOMPSON & ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 3543 N.W. 53RD STREET
 FORT LAUDERDALE, FLORIDA 33309 (305) 739-6400
 FAX: (305) 739-6408

DATE:	1/12/95
DESIGNED BY:	M.N.
DRAWN BY:	G.W.
CHECKED BY:	
APPROVED BY:	

BROWARD COUNTY DEPARTMENT OF
 NATURAL RESOURCE PROTECTION
 CHAPEL TRAIL LAKE NO. 8

PROJECT NO.
 770487

TYPICAL CROSS SECTION

FIGURE NO.
 6 OF 7

BROWARD COUNTY

DEPARTMENT OF NATURAL RESOURCES PROTECTION
 BIOLOGICAL RESOURCES DIVISION
 ENVIRONMENTAL RESOURCE LICENSE
 BROWARD COUNTY CODE 27-331 to 27-341
 PROJECT Chapel Trail
 REVIEWER M. Wallace DATE 6/19/96
 ATTACHED TO LICENSE NO. DP16-1031
 DRAWING 7 of 7 EXPIRES AS INDICATED IN LICENSE

PROPOSED PLANTING SCHEDULE ±5.18 ACRE AREA

ELEVATION	COMMON NAME	SPECIES	SIZE	SPACING	QUANTITY
WATERS EDGE	BALD CYPRESS	TAXODIUM DISTICHUM	3 GAL.	SCATTERED	100
3.5'-4.0'	POND APPLE	ANNONA GLABRA	3 GAL.	SCATTERED	100
3.0'-4.0'	PICKERALWEED	PONTEDARIA CORDATA	B.R.	4' O.C.	2,000
3.0'-4.0'	SPIKERUSH	ELEOCHARIS CELLULOSA	B.R.	4' O.C.*	5,000
2.0'-3.0'	BULRUSH	SCIRPUS CALIFORNICUS	B.R.	4' O.C.	2,000
3.5'-4.0'	SOFT RUSH	JUNCUS EFFUSUS	B.R.	4' O.C.	1,000

* INDICATES 2-3 PLANTS PER HOLE

NOTES:

1. PLANT SPECIES AND QUANTITIES ABOVE ARE TARGETS, WITH SUBSTITUTIONS OF APPROPRIATE SPECIES AND QUANTITIES TO BE MADE BY PLANTING CONTRACTOR AS NECESSARY, BASED UPON AVAILABILITY OF MATERIAL AND LOCALIZED FIELD CONDITIONS.
2. PORTIONS OF EXISTING WESTERLY LAKE SHELF WHERE SPIKERUSH HAS RECRUITED IS NOT TO BE DISTURBED BY MUCK PLACEMENT. ANY ADJACENT AREAS NOT VEGETATED BY SPIKERUSH OR OTHER DESIRABLE SPECIES SHALL BE REMUCKED AS INDICATED IN SHEET 5 OF 7.

[Handwritten signature]

CRAVEN • THOMPSON & ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 3563 N.W. 53RD STREET
 FORT LAUDERDALE, FLORIDA 33309 (305) 739-6400
 FAX: (305) 739-6409

DATE: 1/12/95
 DESIGNED BY: M.N.
 DRAWN BY: G.W.
 CHECKED BY:
 APPROVED BY:

BROWARD COUNTY DEPARTMENT OF
 NATURAL RESOURCE PROTECTION
 CHAPEL TRAIL LAKE NO. 6
 PLANTING CHART

PROJECT NO.
 770487
 FIGURE NO.
 7 OF 7



Exhibit "A" - Scope of Services

BROWARD COUNTY ENVIRONMENTAL QUALITY CONTROL BOARD

500 S.W. 14th Court
Fort Lauderdale, FL 33315
(305) 765-4900

DREDGE & FILL LICENSE

APPLICANT:

CHAPEL TRAIL ASSOCIATES LTD
c/o CRAVEN THOMPSON & ASSOC.
3563 NW 53 Street
Fort Lauderdale, FL 33309

LICENSE NO. DF90-1062

PROJECT: CHAPEL TRAIL
Lakes, Wetland Fill,
Mitigation

This license is issued under the provisions of the Code of Regulations of the Broward County Environmental Quality Control Board hereinafter called the Code. The above named applicant, hereinafter called licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawing(s), plans, documents and specifications, as submitted by applicant, and made a part hereof and specifically described as follows:

Construct five (5) lakes which total approximately 83 acres by excavating approximately 7,431,820 cubic yards of sand and limerock material. Construct one 5.1 acre wetland restoration area. Fill the remainder of the site which contains some wetlands with approximately 4,846,082 cubic yards of sand and limerock material. The number of lakes and amount of fill is preliminary and is subject to change.

This project is located north of Pines Boulevard and east of U.S. 27 in Sections 11 and 14, Township 51S, and Range 39E in the City of Pembroke Pines.

Construction shall be in accordance with Application DER Form 17-1.203(1) dated March 5, 1990, plans received on June 13, 1990, and all General and Specific Conditions of this license.

GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the licensee and enforceable by the EQCB pursuant to Chapter 27 of the Broward County Environmental Quality Control Board (EQCB) Code. The EQCB will review this license periodically and may revoke the license, initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives.
2. This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation and enforcement action by the EQCB.
3. In the event the licensee is temporarily unable to comply with any of the conditions of the license, the licensee shall notify the PCO within twelve (12) hours. Within five (5) working days of the event, the licensee shall submit a written report to the PCO that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention toward repair, replacement, and reconstruction of destroyed facilities, and a schedule of events leading toward operation within the license conditions.
4. The issuance of this license does not convey any vested rights or exclusive privileges. Nor does it authorize any injury to public or private property or any invasion of personal rights, nor any violations of federal, state or local laws or regulations.
5. This license must be available for inspection on licensee's premises during the entire life of the license.
6. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source, that are submitted to the EQCB, may be used by the EQCB as evidence in any enforcement proceeding arising under EQCB rules and regulations, except where such use is prohibited by Section 403.111, Florida Statutes.
7. The licensee agrees to comply with Chapter 27, Code of Regulations of the EQCB.
8. Any new owner of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accord with the license until the transferee applies for and is granted transfer of license.
9. The licensee, by acceptance of this license, specifically agrees to allow access to the licensed source at reasonable times by EQCB personnel for the purposes of inspection and testing to determine compliance with this license and EQCB rules and regulations.
10. This license does not constitute a waiver of or approval of any other license that may be required for other aspects of the total project.
11. If the licensee wishes to renew the license or extend its term, he shall make application sixty (60) days prior to its expiration.
12. In addition to the general conditions set forth above, each license issued by the EQCB shall contain specific conditions determined by site conditions and requirements pursuant to the regulations as determined by the PCO. Licensee agrees that specific conditions are enforceable by the EQCB for any violation thereof.

License No. DF90-1062

APPLICANT: CHAPEL TRAIL ASSOCIATES, LTD.

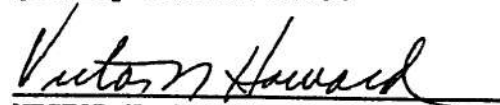
SPECIFIC CONDITIONS:

- 1) Notify EQCB in writing a minimum of 48 hours prior to project commencement and a maximum of 48 hours after project completion.
- 2) Notify EQCB immediately in the event of a project caused environmental problem(s).
- 3) All project generated solid waste must be disposed of in a suitable approved manner at an upland location.
- 4) Turbidity screens or equivalent shall be properly employed and maintained as necessary during construction activities so that turbidity levels do not exceed 29 NTU's above natural background 50 feet downstream of project.
- 5) Mitigation for the site shall be as per plans submitted June 13, 1990, and shall be installed simultaneously with the licensed construction. Mitigation shall be completed and time-zero monitoring report shall be submitted to EQCB prior to a certificate of occupancy being issued to the site.
- 6) Quarterly reports shall be submitted to the dredge and fill section of the BCEQCB within 2 weeks of the end of each quarter for a period of 3 years from mitigation completion.
- 7) Notify EQCB in writing within 48 hours from completion of the lake excavation.
- 8) Certified as-built drawings shall be submitted to EQCB within 30 days of completion of the lake.
- 9) A COPY OF THIS LICENSE SHALL BE KEPT ON SITE DURING ALL PHASES OF LICENSED CONSTRUCTION.

Expiration Date: June 14, 1995

Issued this 14th day of June, 1990

Broward County Environmental
Quality Control Board


VICTOR N. HOWARD, P. E.
POLLUTION CONTROL OFFICER



DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
P. O. BOX 4970
JACKSONVILLE, FLORIDA 32232-0019

RECEIVED
JAN 27 1992

REPLY TO
ATTENTION OF

Regulatory Division
South Permits Branch
198500970 (IP-LS)
MODIFICATION
TIME EXTENSION NUMBER TWO

January 08, 1992

Mr. Robert D. Cole, III
Craven Thompson & Associates, Inc.
3563 NW 53rd Street
Ft. Lauderdale, FL 33309-6311

Dear Mr. Cole:

Reference is made to your letter dated November 05, 1991, in which you asked to extend the expiration date of Department of the Army Permit 85IPB-20970 issued to Paul Koenig and Herbert Katz for the Chapel Trail project in Pembroke Pines, Broward County, Florida.

The proposed new completion date for the project is July 13, 1992.

The impacts of the proposed work on navigation and the environment have been evaluated and found to be insignificant. The permit is hereby modified in accordance with your request with a final completion date of July 13, 1992. You are advised that the Corps will NOT extend the completion date for this permit beyond the July 13, 1992, time frame and any uncompleted authorized work will require the processing of a new Department of the Army permit. You should attach this letter and two drawings dated November 06, 1991, to the permit. All other conditions of the original permit remain in full effect.

Thank you for your cooperation with our permit program.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

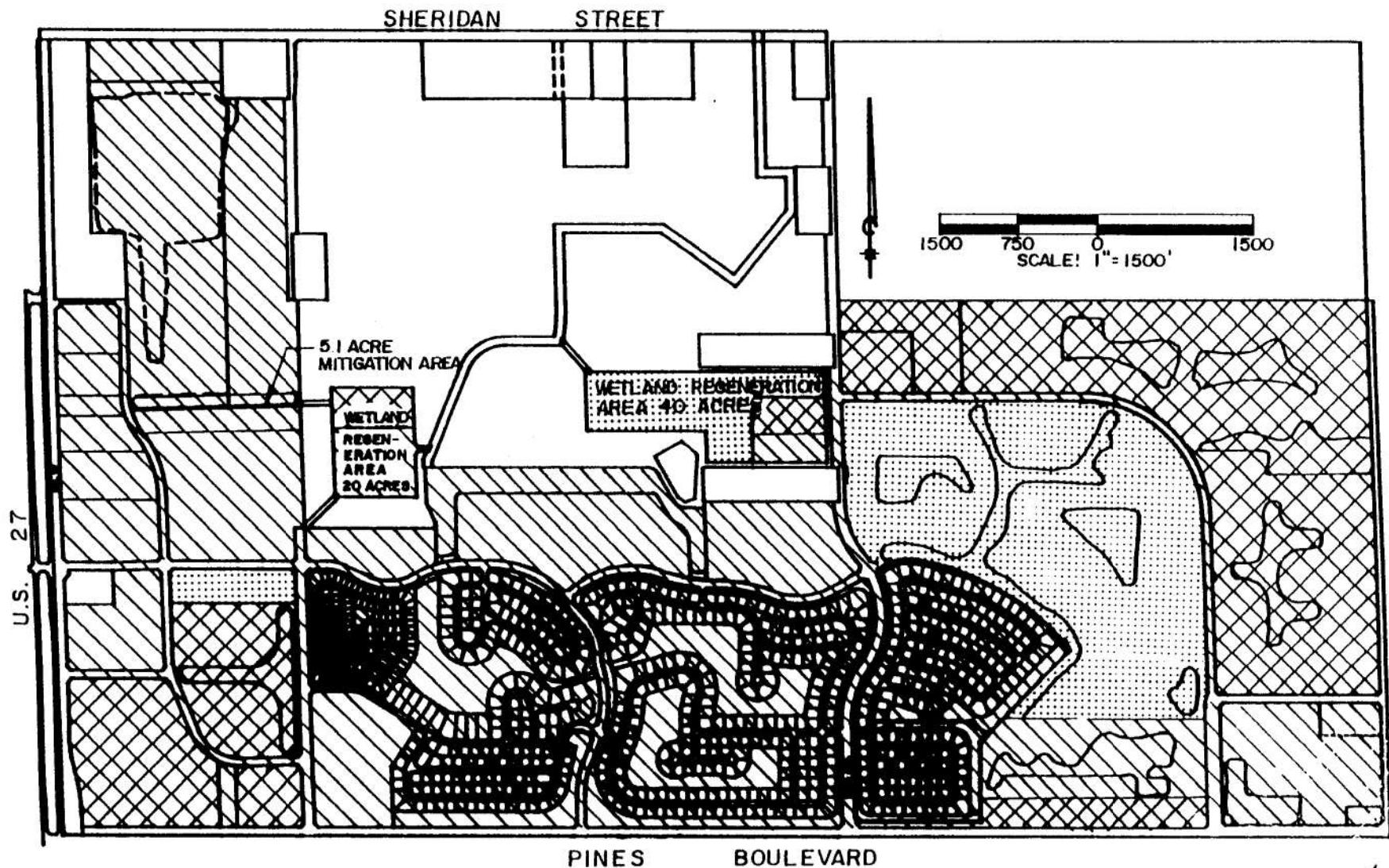
Terrence C. Salt




for Terrence C. Salt
Colonel, U.S. Army
District Engineer

Enclosure

DISTRIBUTION

WSC _____ RDC ✓
TMC _____ DCP ✓
WPB _____ DMB PERMIT
JMS _____ WAT _____
MMD _____ TCS _____
REJ _____ ARI _____
FILE # 77-0497
R ✓ DNR _____ RLO _____



-  AREA FILLED OR EXCAVATED AND COMPLETED
-  AREA DEMUCKED TO BE FILLED (OR LAKE EXCAVATION)
-  AREA TO BE DEMUCKED AND FILLED

SHEET 1 of 2

JOB No. 77-0497A



CrAVEN THOMPSON & ASSOCIATES INC.

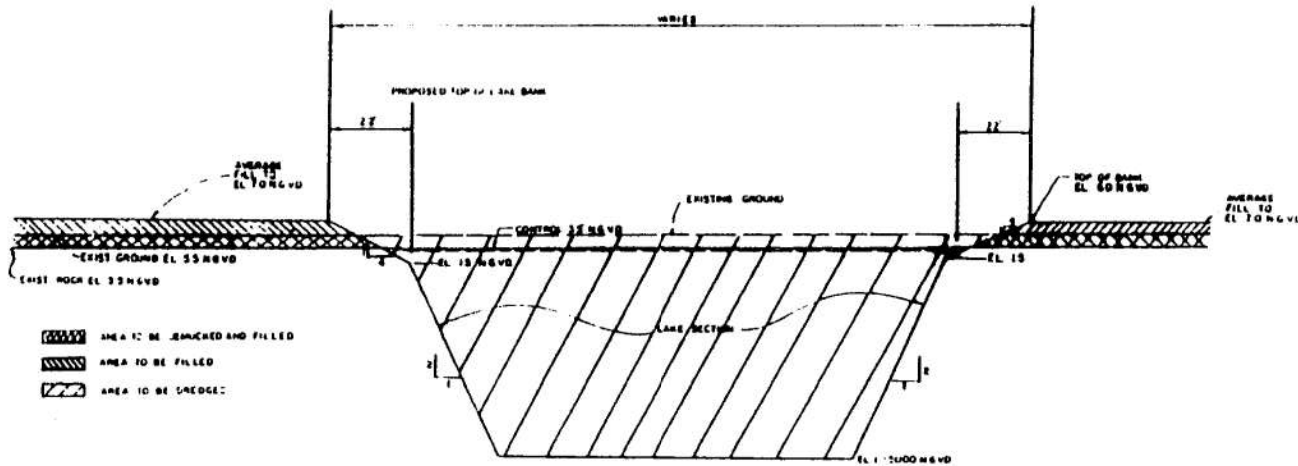
ENGINEERS PLANNERS SURVEYORS

3943 N.W. 93RD. STREET FORT LAUDERDALE, FL. 33309 PHONE (305) 739-6400

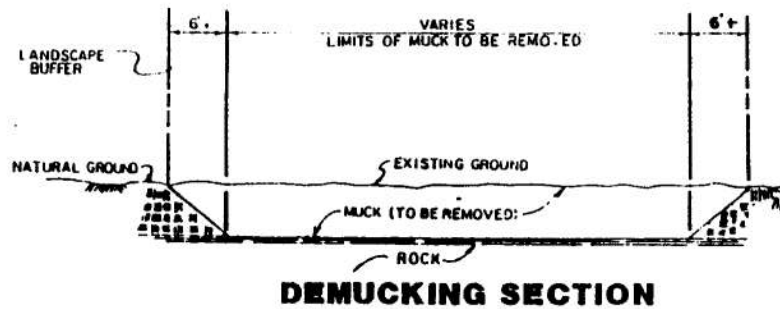
OFFICES: FORT LAUDERDALE, WEST PALM BEACH

CHAPEL TRAIL, PEMBROKE PINES, BROWARD COUNTY

APPLICANT: CHAPEL TRAIL LTD. DATE: 11-6-91



SECTION "B-B"
TYPICAL DREDGE AND FILL DETAIL



DEMUCKING SECTION

**PROPOSED DEVELOPMENT
CONCEPTUAL MASTER PLAN**

JOB No. 77-0487A



CRAVEN THOMPSON & ASSOCIATES INC.

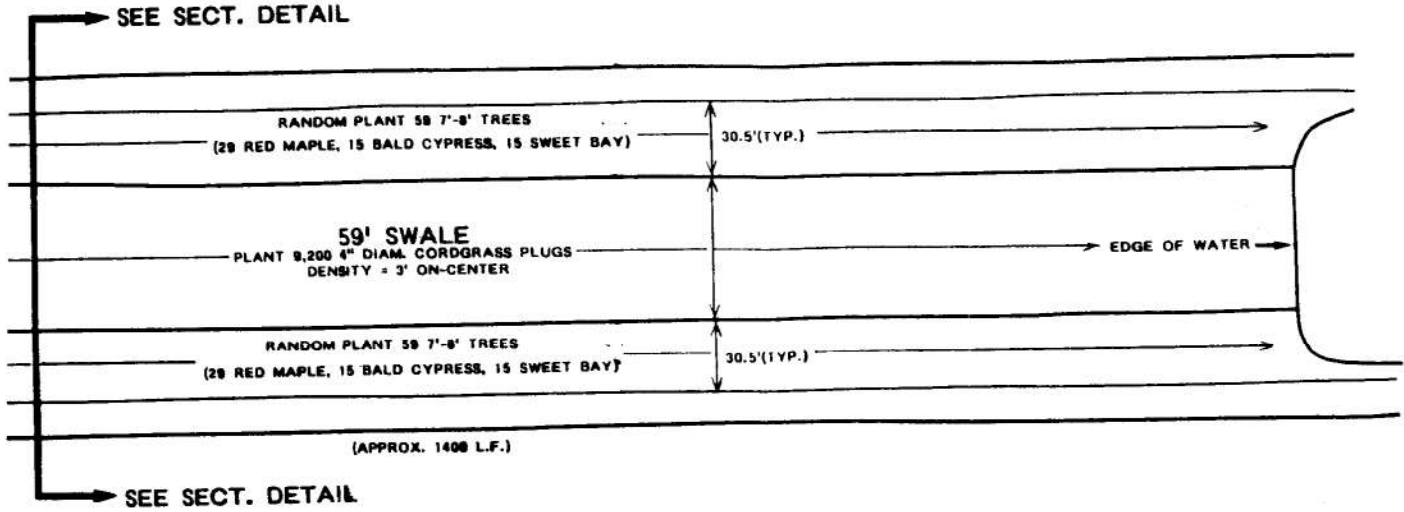
ENGINEERS PLANNERS SURVEYORS

3903 N.W. 53RD. STREET FORT LAUDERDALE, FL. 33309 PHONE (305) 779-6000

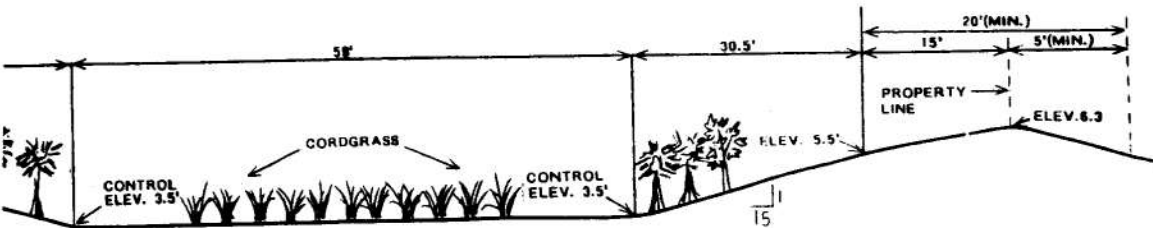
OFFICES: FORT LAUDERDALE, WEST PALM BEACH

CHAPEL TRAIL, PEMBROKE PINES, BROWARD COUNTY

APPLICANT: CHAPEL TRAIL LTD. | DATE: 8-23-90



PLAN VIEW



SECTION DETAIL



1050 South Federal Hwy
Delray Beach
Florida 33443
(407) 495-0198

SHORELINE ASSOCIATES
COASTAL REVEGETATION, Inc.

1050 South Federal Hwy
Delray Beach
Florida 33443
(407) 495-0198



ECOSHORES Inc.

CHAPEL TRAIL

SCALE: N.T.S.	APPROVED BY: <i>Samuel S. Kuder, P.E.</i>	DRAWN BY: DDB
DATE: 6-6-90		
DRAINAGE SWALE & TRANSITIONAL AREA PLANTING PLAN		
PEMBROKE PINES	BROWARD COUNTY	DRAWING NUMBER

\$ 0.70
 DOCU. STAMPS-DEED

96-463365 TH001
 09-19-96 10:36AM

RECVD. BROWARD CTY
 B. JACK OSTERHOLT

Rev. 10/9/95

COUNTY ADMIN.

FORM DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this ____ day of March, 1996, by CHAPEL TRAIL CORPORATE PARK ASSOCIATION, (address) 9000 Sheridan Street, Pembroke Pines, FL 33024 ("Grantor") to Broward County, a political subdivision of the State of Florida, its successors and assigns ("Grantee"), whose post office is 115 South Andrews Avenue, Suite 423, Fort Lauderdale, Florida 33301.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Broward County, Florida, and more specifically described in Exhibit A, attached hereto and incorporated herein by reference and referred to herein as the "Property"; and

WHEREAS, the Grantor desires to construct (name of project) Chapel Trail ("Project") on the Property, which Project will impact wetlands under the regulatory jurisdiction of the Broward County Department of Natural Resource Protection ("DNRP"); and

WHEREAS, DNRP License No. DF96-1031 ("License") authorizes such impacts to wetlands on the Project site; and

WHEREAS, the Grantor has developed and proposed as part of the license conditions a conservation tract, as described in Exhibit B attached hereto and incorporated by reference ("Conservation Area"), involving enhancement and preservation of the wetland systems on the Conservation Area; and

WHEREAS, the Grantor, in consideration of the consent granted by License No. DF96-1031, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (1993), over the Conservation Area.

NOW, THEREFORE, in consideration of the issuance of License No. DF96-1031, to construct and operate the Project, Grantor hereby grants, creates, and establishes a perpetual Conservation Easement for the Grantee upon the Conservation Area which shall run with the

APPROVED BY 9-17-96 #21

SUBMITTED BY DNRP

→ RETURN TO DOCUMENT CONTROL

(12)
 AH

BK25414PG0269

Property as described in Exhibit A, and be binding upon the Grantor, its heirs, successors or assigns (hereinafter "Grantor"), and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. It is the purpose of the Conservation Easement to retain land or water of the Conservation Area in their natural, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. It is the purpose and intent of this Conservation Easement to assure that the Conservation Area (with the exception of included wetlands which are to be enhanced or created as specified in the aforementioned License) will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement. The included wetlands which are to be enhanced or created shall be maintained forever in the enhanced or created conditions required by the License.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

- (a) To enter upon the Conservation Area in a reasonable manner and at reasonable times to ensure compliance and to enforce the rights herein granted, and to cross such portions of the property as reasonably necessary to exercise such right.
 - (b) To enjoin any activity on or use of the Conservation Area that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Area that may be damaged by any inconsistent activity and/or use. Grantee shall be entitled to recover the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or to the vegetative and hydraulic condition required by the aforementioned License, whichever enhancement is the most environmentally desirable. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 27, Broward County Code of Ordinances.
2. Except for the restoration, creation, enhancement, maintenance, and monitoring activities and other activities and improvements related to the Conservation Area and permitted or required by the DNRP License, and the maintenance and monitoring of the same required by the DNRP License, the following activities are prohibited in or on the Conservation Area, to wit:
- (a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
 - (b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

- (c) Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation as approved by DNRP;
 - (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
 - (e) Surface use except for purposes that permit the land or water area to remain in its natural condition;
 - (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; including but not limited to diking and fencing;
 - (g) Acts or uses detrimental to said aforementioned retention and maintenance of land or water areas; and
 - (h) Acts or uses detrimental to the preservation of any features or aspects of the Conservation Area having historical, archeological or cultural significance.
3. Grantor reserves all rights as owner of the Area, including the right to engage in uses of the Conservation Area that are not prohibited herein.
 4. No right of access by the general public to any portion of the Conservation Area is conveyed by this Conservation Easement.
 5. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep and maintenance of the Conservation Area in the natural vegetative and hydrologic condition, existing at the time of the execution of this Conservation Easement, including the maintenance of enhanced or created wetlands in the vegetative and hydrologic condition required by the aforementioned License, and Grantor does hereby indemnify and hold harmless the Grantee from the same.
 6. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Conservation Area.
 7. The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies. Any costs, including but not limited to reasonable attorney's fees and administrative, trial and appellate court costs which are incurred in enforcing, judicially or otherwise, the terms and restrictions of this Conservation Easement, shall be borne by and recoverable against the non-prevailing party in such proceedings. In any action in which the Grantee prevails, the Grantee shall be entitled to recover the cost of restoring the Conservation Area to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or

BX25414PG0271

to the vegetative and hydrologic condition required by the aforementioned License. Venue for said actions shall be exclusively in the Seventeenth Judicial Circuit, in and for Broward County, Florida. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 27 of the Broward County Code of Ordinances.

8. Enforcement of the terms and provisions of the Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.
9. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization qualified to hold such interests under the applicable state laws.
10. Grantor's obligation to retain and maintain the Conservation Area forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the Property described in Exhibit A, and shall be binding upon the Grantor, its heirs, successors or assigns and shall inure to the benefit of the Grantee, and its successors and assigns as more particularly set forth herein. The intent of this Conservation Easement is that the responsibilities and liabilities associated with the Conservation Easement shall run with the Property described in Exhibit A, and be binding solely upon the fee simple title holder of the Property as required hereunder.
11. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.
12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
13. The terms, conditions, restrictions and purpose of this Conservation Easement shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Any future holder of the Grantor's interest in the Property shall be notified in writing by Grantor of this Conservation Easement.
14. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns and successors-in-interest, which shall be filed in the public records in Broward County.

EX25414PG0272

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. This Conservation Easement shall be recorded in the Public Records of Broward County and the covenants, terms, conditions, restrictions and purpose imposed with this Conservation Easement shall not only be binding upon Grantor, but also its agents, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property described in Exhibit "A". This Conservation Easement shall not be recorded in the Public Records until after its formal acceptance by the Broward County Board of County Commissioners.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Conservation Area in fee simple; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends the title to this Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.

BK25414P60273

IN WITNESS WHEREOF, Michael A. Koenig has hereunto set its authorized hand this 29th day of April, 1996.

CHAPEL TRAIL CORPORATE PARK ASSOCIATION

Signed, sealed and delivered in our presence as witnesses:

A Not-For-Profit Florida Corporation

[Signature]
(Print Name) Tina T. Trout

[Signature]
(Print Name) Theresa Zimmerman

By: [Signature]
Print Name: Michael A. Koenig
Title: Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

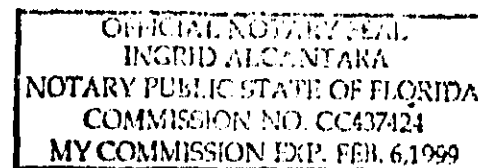
On this 29th day of April, 1996 before me, the undersigned notary public, personally appeared Michael A. Koenig, personally known to me or who has produced _____ as identification and is the person who subscribed to the foregoing instrument and who did/did not take an oath, as the (position) Secretary, of (corporation) CHAPEL TRAIL CORPORATE PARK ASSOCIATION Florida corporation, and acknowledged that he/she executed the same on behalf of said corporation and that he/she was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES:

Ingrid Alcantara
NAME: Ingrid Alcantara



COMMISSION NO.: CC437424

EX25414PG0274

CONSENT FOR EASEMENT BY MORTGAGEE

First Union National Bank of Florida
A Florida Banking Corporation

By: Albert Fils
Print Name: Albert Fils
Title: Vice President

Signed, sealed and delivered
in our presence as witnesses:

By: Stephanie Fleming
(Print Name) Stephanie Fleming

By: Joseph Rado
(Print Name) JOSEPH RADO

EX25414PG0275:

STATE OF FLORIDA

COUNTY OF BROWARD

On this 29 day of April, 1996, before me, the undersigned notary public,
personally appeared Albert Fils, personally known to me ~~or who produced~~
as identification and is the person who subscribed to the foregoing instrument
and who did/did not take an oath, as the (position) Vice President, of (Mortgagee)First Union
National Bank of Florida, a Florida Banking Corporation, and acknowledged that he/she executed
the same on behalf of said corporation and that he/she was duly authorized to do so.

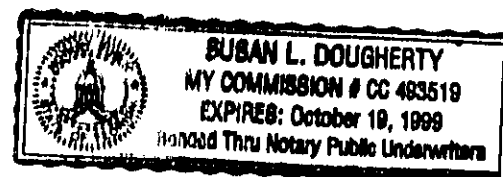
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Susan L. Dougherty
Name:

Commission No. _____

MY COMMISSION EXPIRES:

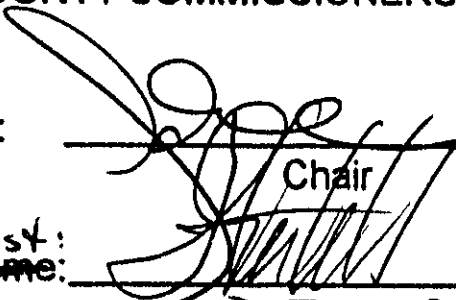


ACCEPTANCE BY BROWARD COUNTY

The Broward County Board of County Commissioners hereby accepts this Conservation Easement.

ATTEST:

BROWARD COUNTY, through it's BOARD OF COUNTY COMMISSIONERS

By:  Chair Jonne R. Rostron, Jr.

Attest:
Name:  B. JACK OSTERHOLT

County Administrator and ex-officio
Clerk of the Board of County Commissioners
Of Broward County, Florida

Date: June 18, 1996



Approved as to form by Office of County Attorney,
Broward County, Florida
JOHN J. COPELAN, JR., County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (305) 357-7600
Telecopier: (305) 357-7641

By: 

Name: LISA Z. BOSCH

Title: Assistant County Atty

EX-25414PG0276

DESCRIPTION:

TRACT 1, FLORIDA FRUIT LAND COMPANY'S SUBDIVISION OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SECTION 15, TOWNSHIP 51 SOUTH, RANGE 39 EAST ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

SAID LANDS BEING IN BROWARD COUNTY, FLORIDA, CONTAINING 9.434 ACRES, MORE OR LESS.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 61G17, MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.

THIS SKETCH IS NOT VALID UNLESS IT
BEARS AN ORIGINAL SIGNATURE AND
AN EMBOSSED SURVEYOR'S SEAL


DENNIS M. BEALE
PROFESSIONAL LAND SURVEYOR NO. 3606
STATE OF FLORIDA

SHEET 1 OF 2 SHEETS
JOB NO. 77-0497
DATED: JANUARY 3, 1994

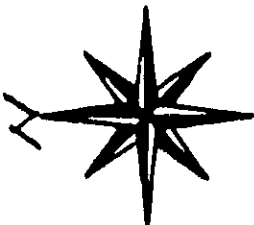
EX25414PG0277



CRAVEN · THOMPSON & ASSOCIATES INC.
ENGINEERS · PLANNERS · SURVEYORS

3563 N.W. 63RD STREET, FORT LAUDERDALE, FLORIDA 33309 (305) 739-6400
5154 OKEECHOBEE BOULEVARD, SUITE 1-D, WEST PALM BEACH, FLORIDA, 33417 (407) 684-1850

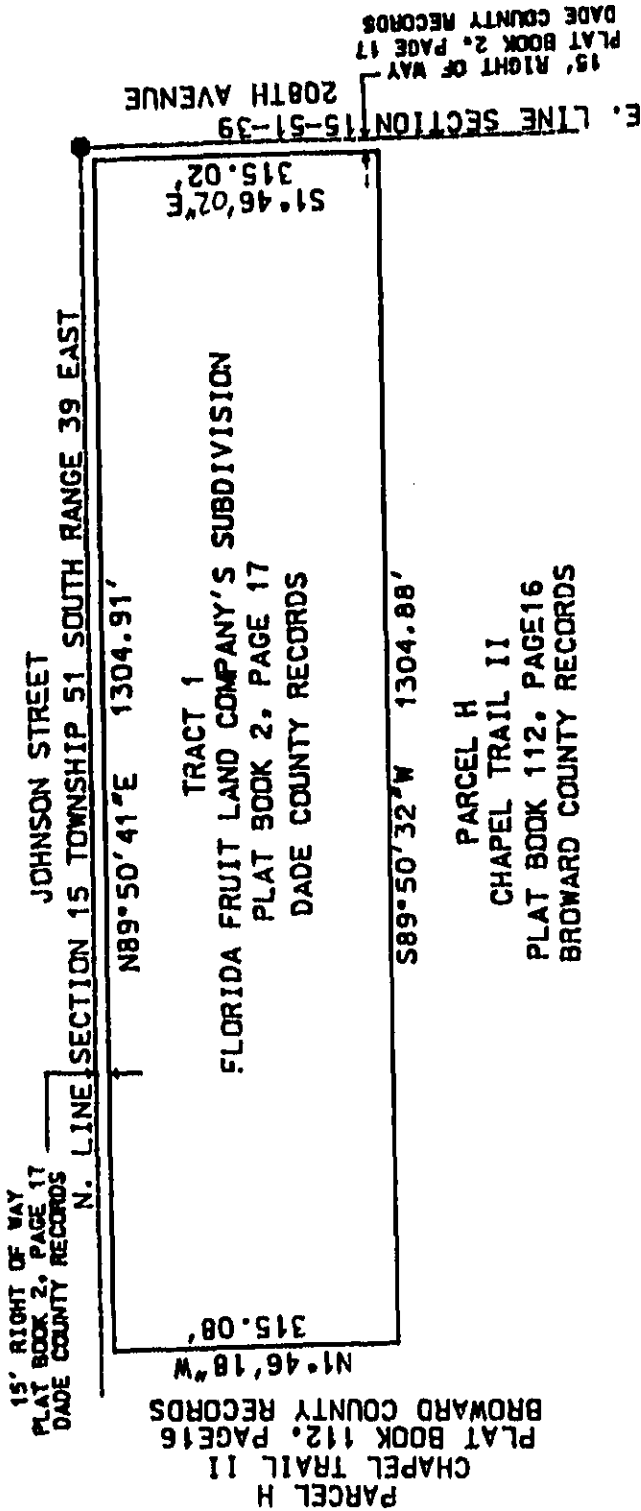
FOR: CHAPEL TRAIL



SCALE: 1" = 200'

NOTE

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.



DATED: 1-3-94

SHEET 2 OF 2

UPDATES and/or REVISIONS	DATE	BY	CK'D

NOTE The undersigned and CRAVEN · THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through ion

rean were not abstracted for right-of-way and/or

Exhibit "A"
Page 2 of 2

JOB NO. 770497

DRAWN BY

F.B.

PG.

FILE NO.

3224058

BK 25414 PG 0278

DESCRIPTION:

A PORTION OF PARCEL "G", CHAPEL TRAIL II, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 112, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST NORTHEAST CORNER OF SAID PARCEL "G"; THENCE SOUTH 89°52'36" WEST, ALONG THE NORTH BOUNDARY OF SAID PARCEL "G"; A DISTANCE OF 464.61 FEET; THENCE SOUTH 00°07'24" EAST, A DISTANCE OF 206.67 FEET; THENCE SOUTH 10°04'02" WEST, A DISTANCE OF 700.00 FEET; THENCE SOUTH 01°48'29" EAST, ALONG A LINE PARALLEL WITH AND 669.53 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SECTION 10, TOWNSHIP 51 SOUTH, RANGE 39 EAST, A DISTANCE OF 1819.49 FEET; THENCE WEST, A DISTANCE OF 91.22 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°48'29" EAST, A DISTANCE OF 235.67 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 23.56 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°11'31" WEST, A DISTANCE OF 744.73 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 23.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°48'29" WEST, A DISTANCE OF 232.92 FEET; THENCE NORTH 04°51'17" WEST, A DISTANCE OF 34.55 FEET; THENCE NORTH 08°57'17" WEST, A DISTANCE OF 66.95 FEET; THENCE NORTH 02°23'56" EAST, A DISTANCE OF 62.81 FEET; THENCE NORTH 00°49'53" WEST, A DISTANCE OF 166.89 FEET; THENCE NORTH 05°32'52" WEST, A DISTANCE OF 53.42 FEET; THENCE NORTH 12°16'14" WEST, A DISTANCE OF 65.38 FEET; THENCE NORTH 01°40'13" WEST, A DISTANCE OF 56.71 FEET; THENCE NORTH 05°29'58" EAST, A DISTANCE OF 10.51 FEET; THENCE NORTH 05°55'01" WEST, A DISTANCE OF 107.65 FEET; THENCE NORTH 03°22'58" WEST, A DISTANCE OF 63.21 FEET; THENCE NORTH 00°14'53" EAST, A DISTANCE OF 78.12 FEET; THENCE NORTH 04°37'14" WEST, A DISTANCE OF 90.65 FEET; THENCE NORTH 05°45'31" EAST, A DISTANCE OF 42.99 FEET; THENCE NORTH 07°07'48" WEST, A DISTANCE OF 34.84 FEET; THENCE NORTH 17°57'04" WEST, A DISTANCE OF 30.88 FEET; THENCE NORTH 07°59'34" WEST, A DISTANCE OF 189.66 FEET; THENCE NORTH 03°26'19" WEST, A DISTANCE OF 36.48 FEET; THENCE NORTH 02°52'58" EAST, A DISTANCE OF 61.51 FEET; THENCE NORTH 06°25'04" EAST, A DISTANCE OF 44.10 FEET; THENCE NORTH 08°36'42" WEST, A DISTANCE OF 44.93 FEET; THENCE NORTH 05°18'06" EAST, A DISTANCE OF 29.49 FEET; THENCE NORTH 14°39'53" EAST, A DISTANCE OF 50.16 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 12.50 FEET, A CENTRAL ANGLE OF 111°35'22" FOR AN ARC DISTANCE OF 24.35 FEET; THENCE NORTH 00°00'01" WEST, ALONG A NON-TANGENT LINE A DISTANCE OF 15.03 FEET; THENCE SOUTH 71°28'51" EAST, A DISTANCE OF 9.05 FEET; THENCE SOUTH 80°40'27" EAST, A DISTANCE OF 27.66 FEET; THENCE SOUTH 85°21'42" EAST, A DISTANCE OF 20.87 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 81°48'42" FOR AN ARC DISTANCE OF 21.42 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 03°32'57" EAST, A DISTANCE OF 21.11 FEET; THENCE SOUTH 37°05'48" WEST, A DISTANCE OF 39.52 FEET; THENCE SOUTH 00°41'11" EAST, A DISTANCE OF 20.38 FEET; THENCE SOUTH 05°43'08" WEST, A DISTANCE OF 166.29 FEET; THENCE SOUTH 01°04'35" WEST, A DISTANCE OF 13.11 FEET; THENCE SOUTH 08°42'54" EAST, A DISTANCE OF 13.05 FEET; THENCE SOUTH 08°10'00" EAST, A DISTANCE OF 168.98 FEET; THENCE SOUTH 05°06'12" EAST, A DISTANCE OF 101.61 FEET; THENCE SOUTH 03°56'10" WEST, A DISTANCE OF 23.32 FEET; THENCE SOUTH 02°11'19" WEST, A DISTANCE OF 32.19 FEET; THENCE SOUTH 02°16'24" EAST, A DISTANCE OF 119.01 FEET; THENCE SOUTH 13°46'36" EAST, A DISTANCE OF 97.74 FEET; THENCE SOUTH 08°25'09" EAST, A DISTANCE OF 22.94 FEET; THENCE SOUTH 01°26'09" EAST, A DISTANCE OF 33.01 FEET; THENCE SOUTH 05°22'23" WEST, A DISTANCE OF 28.68 FEET; THENCE SOUTH 04°22'17" WEST, A DISTANCE OF 24.85 FEET;

THENCE SOUTH 00°28'39" EAST, A DISTANCE OF 112.54 FEET; THENCE SOUTH 07°06'40" EAST, A DISTANCE OF 14.47 FEET; THENCE SOUTH 13°33'36" EAST, A DISTANCE OF 43.09 FEET; THENCE SOUTH 19°13'44" EAST, A DISTANCE OF 26.59 FEET; THENCE SOUTH 17°17'35" EAST, A DISTANCE OF 15.23 FEET; THENCE SOUTH 06°10'39" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 00°40'37" WEST, A DISTANCE OF 61.59 FEET; THENCE SOUTH 03°23'41" WEST, A DISTANCE OF 45.95 FEET; THENCE SOUTH 02°27'37" WEST, A DISTANCE OF 22.50 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 41.39 FEET; THENCE SOUTH 02°25'38" EAST, A DISTANCE OF 62.32 FEET; THENCE SOUTH 03°07'05" EAST, A DISTANCE OF 3.71 FEET; THENCE SOUTH 43°53'25" EAST, A DISTANCE OF 35.41 FEET; THENCE SOUTH 08°15'35" EAST, A DISTANCE OF 25.91 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 31°00'37" FOR AN ARC DISTANCE OF 13.53 FEET; THENCE SOUTH 39°16'09" EAST, A DISTANCE OF 15.85 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 57°40'14" FOR AN ARC DISTANCE OF 15.10 FEET TO A POINT OF TANGENCY; THENCE NORTH 83°03'37" EAST, A DISTANCE OF 30.78 FEET; THENCE NORTH 79°48'17" EAST, A DISTANCE OF 59.96 FEET; THENCE NORTH 87°20'07" EAST, A DISTANCE OF 166.12 FEET; THENCE SOUTH 89°33'38" EAST, A DISTANCE OF 56.73 FEET; THENCE NORTH 86°27'11" EAST, A DISTANCE OF 56.79 FEET; THENCE NORTH 87°34'16" EAST, A DISTANCE OF 48.97 FEET; THENCE NORTH 87°45'04" EAST, A DISTANCE OF 68.36 FEET; THENCE NORTH 86°12'00" EAST, A DISTANCE OF 97.53 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY; THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 27.68 FEET, A CENTRAL ANGLE OF 92°42'12" FOR AN ARC DISTANCE OF 44.78 FEET; THENCE EAST, ALONG A NON-TANGENT LINE, A DISTANCE OF 82.55 FEET TO THE POINT OF BEGINNING.

SAID LANDS BEING IN BROWARD COUNTY, FLORIDA, CONTAINING 5.18 ACRES, MORE OR LESS.

NOTE: BEARINGS SHOWN HEREON ARE GRID BEARINGS WITH THE EAST LINE OF SECTION 10, TOWNSHIP 51 SOUTH, RANGE 39 EAST BEARING SOUTH@01°48'29"@EAST AS SHOWN ON THE CRAVEN THOMPSON RESURVEY RECORDED IN MISCELLANEOUS MAP BOOK 6, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-6 (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.

THIS STATEMENT AND SKETCH WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL SURVEYOR AND MAPPER IN THE STATE OF FLORIDA.

DOUGLAS M. DAVIE
PROFESSIONAL SURVEYOR AND MAPPER NO. 4343
STATE OF FLORIDA

EXHIBIT "B"
SHEET 1 OF 2 SHEETS
JOB NO. 77-0497
DATED: JUNE 19, 1996

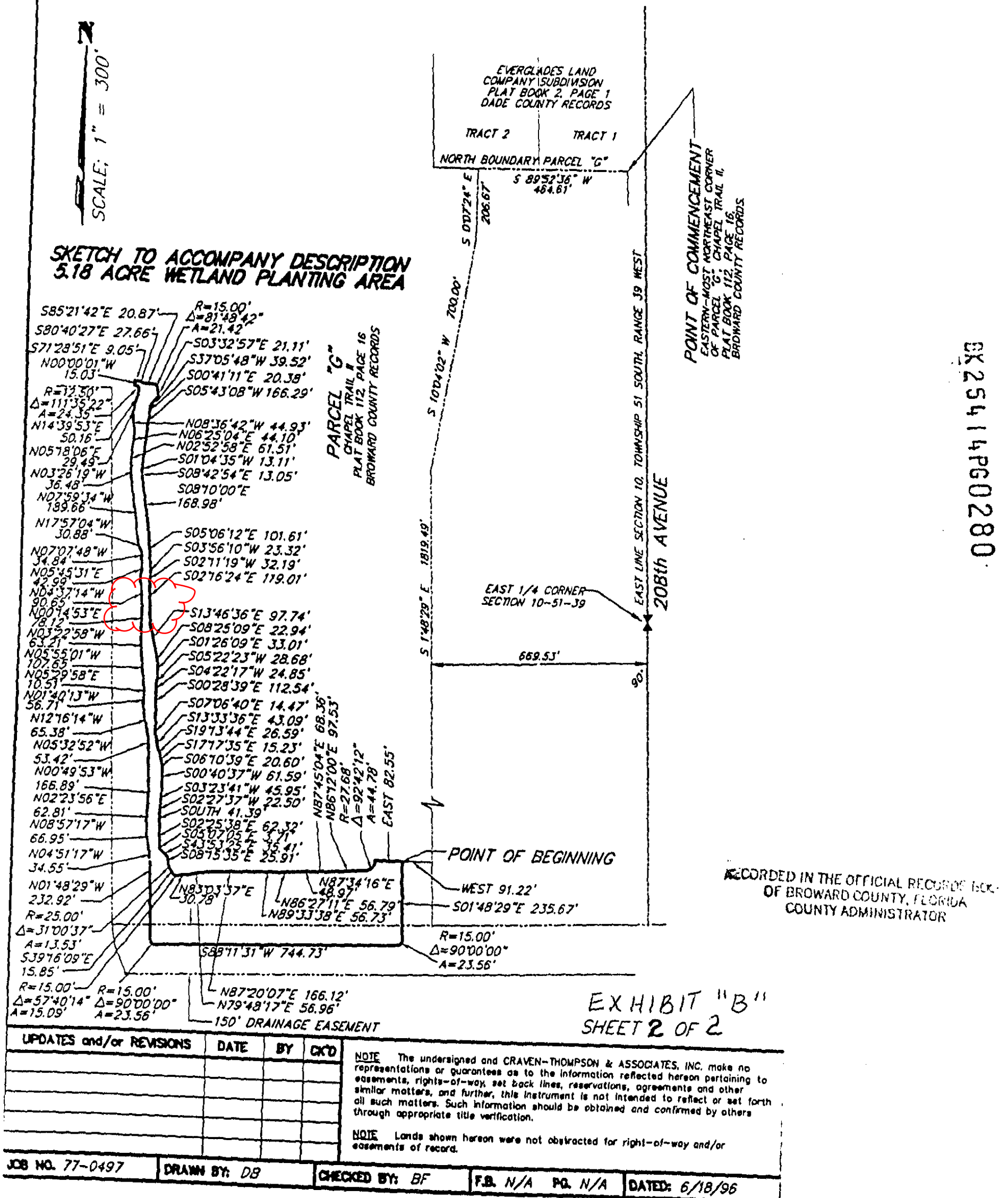
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ENGINEERS • PLANNERS • SURVEYORS

3563 N.W. 53RD. STREET, FORT LAUDERDALE, FLORIDA 33309 (305) 739-6400
OFFICES: FORT LAUDERDALE, VERO BEACH

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.



BK25540PG0059

96-520510 T#002
Exhibit A - Scope of Services
10-17-96 06:52PM

This document prepared by and return to:
GARY A. KORN, ESQ.
BEDSON, KORN & KAN, P.A.
Suite 200
20803 Biscayne Boulevard
Aventura, Florida 33180
Mailing Address:
P.O. Box 8020
Hallandale, Florida 33008-8020
Phone: (305) 935-6888 (Dade)
(305) 933-6001 (Broward)
Fax No. (305) 936-9502

\$ 0.70
DOCU. STAMPS-DEED
RECVD. BROWARD CTY
B. JACK OSTERHOLT
COUNTY ADMIN.

(Reserved for Use by the Clerk)

WARRANTY DEED

THIS INDENTURE, made this 13th day of June, 1996, between CHAPEL TRAIL ASSOCIATES, LTD., a Florida Limited Partnership, Party of the First Part, and CHAPEL TRAIL CORPORATE PARK ASSOCIATION, INC., a not-for-profit Florida corporation, whose post office address is: 9000 Sheridan Street, Suite 130, Pembroke Pines, Florida 33024, Party of the Second Part,

WITNESSETH:

That the Party of the First Part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS to it in hand paid by the Party of the Second Part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Party of the Second Part, its successors and assigns forever, the real property described within Exhibit "A" attached hereto.

SUBJECT TO:

1. Taxes for the year 1996, and subsequent years;
2. Conditions, restrictions, limitations and easements of record; and
3. Zoning restrictions, prohibitions and other requirements imposed by governmental authority.

And the Party of the First Part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

CHAPEL TRAIL ASSOCIATES, LTD., a Florida Limited Partnership

By: CHAPEL TRAIL, LTD., a Florida Limited Partnership, its General Partner

By: SAJIK CORP., a Florida corporation, its General Partner

By: Paul Koening
PAUL KOENIG, President

Address: 9000 Sheridan Street
Suite 130
Pembroke Pines, FL

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The execution of the foregoing instrument was acknowledged before me this 13th day of June, 1996, by PAUL KOENIG, as President of SAJIK CORP., a Florida corporation, the General Partner of CHAPEL TRAIL, LTD., a Florida Limited Partnership, the General Partner of CHAPEL TRAIL ASSOCIATES, LTD., a Florida Limited Partnership, who is personally known to me and who did not take an oath.

My Commission Expires:

OFFICIAL NOTARY SEAL
INGRID ALCANTARA
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC437424
MY COMMISSION EXP. FEB. 6, 1999

Ingrid Alcantara
Notary Public, State of Florida

Print Name: INGRID ALCANTARA

Record & Return to: LAWYERS TITLE
INSURANCE CORP. 8420 NW 52 St.
Ste. 103, Miami FL 33166

DESCRIPTION: 150 FOOT DRAINAGE EASEMENT

A PORTION OF PARCEL "G", CHAPEL TRAIL II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE VACATED RIGHT OF WAY OF 208TH AVENUE, AS RECORDED IN OFFICIAL RECORDS BOOK 12512, PAGE 29 OF SAID PUBLIC RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID PARCEL "G"; THENCE SOUTH 01°48'27" EAST ALONG A PORTION OF THE EAST LINE OF SAID PARCEL "G", A DISTANCE OF 560.94 FEET; THENCE NORTH 89°52'36" EAST, ALONG A PORTION OF A NORTH LINE OF SAID PARCEL "G", A DISTANCE OF 140.30 FEET; THENCE SOUTH 00°07'24" EAST, A DISTANCE OF 206.67 FEET; THENCE SOUTH 10°04'02" WEST, A DISTANCE OF 700.00 FEET; THENCE SOUTH 01°48'29" EAST, A DISTANCE OF 2007.28 FEET; THENCE NORTH 88°11'31" EAST, A DISTANCE OF 629.53 FEET TO A POINT 40.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SECTION 10, TOWNSHIP 51 SOUTH, RANGE 39 EAST, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 01°48'29" EAST, A DISTANCE OF 60.00 FEET; THENCE NORTH 88°11'31" EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 01°48'29" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 88°11'31" WEST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 01°48'29" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 88°11'31" WEST, A DISTANCE OF 1589.82 FEET TO A POINT LYING ON THE EAST RIGHT OF WAY OF 209TH AVENUE, AS RECORDED IN OFFICIAL RECORDS BOOK 17211, PAGE 583 OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING ON THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS NORTH 73°36'01" EAST FROM SAID POINT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 14°28'52", FOR AN ARC DISTANCE OF 151.65 FEET; THENCE NORTH 88°11'31" EAST, A DISTANCE OF 1609.17 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, CONTAINING 242,808 SQUARE FEET (5.574 ACRES), MORE OR LESS.

THE BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE CRAVEN-THOMPSON RESURVEY OF THE EAST ONE-HALF OF TOWNSHIP 51 SOUTH, RANGE 39 EAST, MISCELLANEOUS PLAT BOOK 6, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 61017-6 (FLORIDA ADMINISTRATIVE CODE), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL LAND SURVEYORS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
THIS SKETCH IS NOT VALID UNLESS IT
BEARS AN ORIGINAL SIGNATURE AND
AN UNBROSSED SURVEYOR'S SEAL

DOUGLAS M. DAVIS
PROFESSIONAL LAND SURVEYOR NO. 4343
STATE OF FLORIDA

SHEET 1 OF 2 SHEETS

DATED: FEBRUARY 22, 1991

REVISED: DECEMBER 9, 1994

REVISED: FEBRUARY 8, 1996

WPG.0\NETLND

8K25540F60060:



CRAVEN · THOMPSON & ASSOCIATES INC.

ENGINEERS · PLANNERS · SURVEYORS

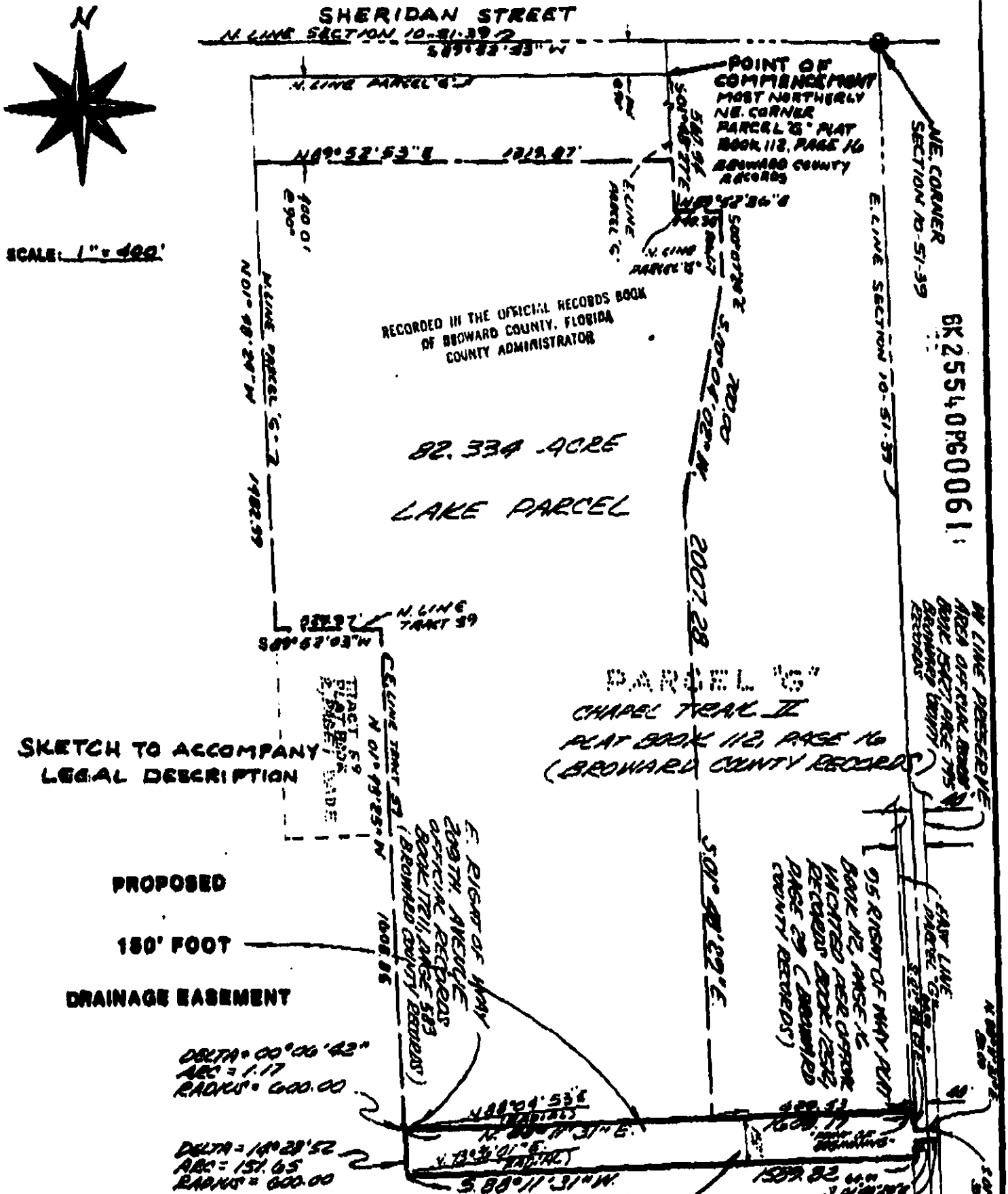
3863 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 (305) 739-6400

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.

FOR: CHAPEL TRAIL LTD

NOTE

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown herein. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown herein.



DATED: DECEMBER 6, 1994

SUBJECT SITE

SHEET 2 OF 2

UPDATES and/or REVISIONS	DATE	BY	CHKD
REVISE SKETCH	12-15-94	JD	
REV. THE DISTANCE	2-8-95	JD	DMD

NOTE The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected herein pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

NOTE Lands shown herein were not abstracted for right-of-way and/or easements of record.

JOB NO 72-00073 DRAWN BY: JD

CHECKED BY: DMD

FILE NO.



M. J. Nichols & Associates, LLC

14657 93rd Street North
West Palm Beach, Florida 33412

Phone: (561) 753-0554 WEB: www.mjnicholsLLC.com
Fax: (561) 753-0389 Email: mike@mjnicholsLLC.com

July 14, 2024

VIA EMAIL: kkennedy@ppines.com

Mr. Karl Kennedy, P.E.
City Engineer
Engineering Division
City of Pembroke Pines
8300 South Palm Drive
Pembroke Pines, Florida 33025

**RE: PROPOSED HIDDEN LAKE SEEPAGE PUMP STATION
CONSERVATION EASEMENT AMENDMENT
NW 209TH AVE AND TAFT STREET
SECTION 10, TWP 51S, RGE 39E
PEMBROKE PINES, FLORIDA
MJN PROJECT NO. 24-312
MJN PROPOSAL NO. 24-619**

Dear Mr. Kennedy,

We are pleased to provide you with this proposal for professional services:

I. ENVIRONMENTAL SERVICES

- 1.1 Prepare Broward County Environmental Resource License application, dredge & fill drawings and impact analysis for a proposed pump station and pipe into a littoral zone and Conservation Easement area of Hidden Lake.

LUMP SUM.....\$4,000.00

- 1.2 Prepare Unified Mitigation Assessment Method (UMAM) for subject littoral zone impacts and proposed littoral zone mitigation area including calculations and impact analysis; mitigation area to also include future impacts to proposed east/west drainage channel south of Hidden Lake.

LUMP SUM.....\$2,500.00

- 1.3 Prepare environmental portions of ERP Application Sections A & C, dredge & fill drawings and impact analysis of littoral zone for proposed pump station and pipe in Hidden Lake for submittal to SFWMD.

LUMP SUM.....\$3,000.00

1.4 Process Broward County and SFWMD ERL and ERP applications by preparing responses to RAI’s and adjusting plans and analyses as necessary and submitting to each agency while coordinating with engineer, client and client’s consultants; attend site meetings with agencies as necessary.

LUMP SUM.....\$9,600.00

1.5 Prepare wetlands littoral zone mitigation plan including cross section and narrative of proposed vegetation control/maintenance and planting plan with species, quantities, densities and sizes of plant material.

LUMP SUM.....\$4,800.00

1.6 Coordinate area of proposed mitigation by assisting surveyor with information to produce sketch and legal description of amended Conservation Easement and assist with preparation of Amended Conservation Easement document and submit to Broward County for approval and recordation.

LUMP SUM.....\$5,000.00

1.7 Attend meetings with City and consultants on regular basis to determine procedures and permitting issues and coordination with interested parties in order to achieve appropriate strategy for implementation of proposed drainage improvements on an hourly basis per our hourly rate schedule with a *budget of \$3,000.00*.

Client to provide copy of boundary and topo survey, site plan and soil reports as available. Services do not include east/west drainage channel improvements evaluation or permitting. When those services become necessary, separate, and additional scope will be prepared for approval.

Scope of Services

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work", subject to the fees hereinafter set forth. The terms hereof shall be construed in favor of M. J. Nichols & Associates, LLC and all inferences and implications shall be deemed to be for the benefit of M. J. Nichols & Associates, LLC.

Lump Sum Fees

The Lump Sum Fees set forth above are applicable for a period of six (6) months from the date of this proposal.

Hourly Charges

Principal.....\$300/hr.
Senior Ecologist/Engineer..... \$200/hr.
Technician.....\$110/hr.

Documents

All documents including, but not limited to, reports drawings and specifications prepared in connection with the project constitute the work product of M. J. Nichols & Associates, LLC and a portion of the instruments of service with respect to the project. Such documents and/or specifications constitute a portion of the integral services

M. J. Nichols & Associates, LLC

provided by M. J. Nichols & Associates, LLC and, as such, are not intended or represented to be suitable for reuse by you or others or for extensions of the project or in connection with any other project. M. J. Nichols & Associates, LLC specifically disclaims any responsibility and/or liability for or in connection with the reuse of such documents and/or specifications or any use thereof beyond the scope of the Project as set forth herein. ~~By your execution of this proposal, you agree to indemnify and hold M. J. Nichols & Associates, LLC harmless from all claims, damages, losses and expenses including, but not limited to, attorney's fees arising out of or resulting from the reuse or extended use of such documents or specifications.~~

Permit Fees, Application Fees; Outside Consultant Fees

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. The Client shall pay for these fees. Should our firm find it absolutely necessary to advance fees for the Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for it.

Direct Charges

Unless otherwise specified, the above service fees do not include the following direct charges: Postage, Federal Express, photographic services for enlargements, reductions. etc.: At Cost plus 10% handling charge.

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party.

Invoicing and Payment

Work will be invoiced at the end of each month based on a proration of work completed to date, ~~with payment expected upon receipt of the invoice by the Client.~~ Client shall notify firm within ten (10) days of receipt of invoice should invoice be found to be unacceptable. Any invoice for which M. J. Nichols & Associates, LLC is not so notified shall be deemed to be acceptable for purposes of payment by Client. If payment is not received within 30 days of the invoice date, Consultant may terminate this agreement or suspend Work under the agreement without further notice and a late charge of one and one-half percent (1-1/2%) per month on outstanding balance shall accrue until delinquent balance is paid. Client agrees to pay all costs of collection, including reasonable attorney fees should such action be required.

Acceptance

~~This proposal and fee schedules are based on acceptance within 30 days of the date of preparation.~~ If not accepted by you within that time period, we reserve the right to re-evaluate the terms and conditions contained herein. If the proposed work and fees contained herein are agreeable with you, please sign the enclosed copy of this letter and return same to our office. Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,



Michael J. Nichols, C.E.P.

M. J. Nichols & Associates, LLC

Seepage Pump Project

Proposal No. 24-619

July 14, 2024

Page 4 of 4

Exhibit "B" - Proposal

ACCEPTANCE OF PROPOSAL: The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

THIS PROPOSAL ACCEPTED BY:

Name & Title

Firm Name

Date

M. J. Nichols & Associates, LLC



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 10.

File ID: 24-0773

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 08/12/2024

Short Title: Professional Environmental Services Agreement with M. J. Nichols & Associates, LLC. related to the Chapel Trail/Hidden Lake Seepage Pump Station project

Final Action: 09/04/2024

Title: MOTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH M. J. NICHOLS & ASSOCIATES, LLC. FOR SPECIFIC ENVIRONMENTAL SERVICES IN AN AMOUNT NOT TO EXCEED \$31,900 RELATED TO THE CHAPEL TRAIL/HIDDEN LAKE SEEPAGE PUMP STATION PROJECT TO PROVIDE FLOOD PROTECTION TO RESIDENTS AND BUSINESSES IN WESTERN PEMBROKE PINES.

***Agenda Date:** 09/04/2024

Agenda Number: 10.

Internal Notes:

Attachments: 1. M.J.Nichols & Associates, LLC-PESS-Seepage at Hidden Lake Agreement & Exhibits (ca, v)

Related Files:

1	City Commission	09/04/2024	approve	Pass
	Action Text: A motion was made to approve on the Consent Agenda			
	Aye: - 5	Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez		
	Nay: - 0			

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"

- **Section 35.18(C)(2) states “Contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, or competitive proposals, are exempt from this section; however, state laws, such as the Consultants’ Competitive Negotiation Act of the state statutes, as may be amended from time to time to the extent applicable, shall be followed.”**

- **Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."**

- **Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."**

- **Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."**

- **Florida Statute (F.S.) 287.055 is known as the “Consultant’s Competitive Negotiation Act” (CCNA).**

- **F.S. Section 287.055(2)(a) defines Professional services as “those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.”**

- **Section 35.21(A)(1) of the City’s Code of Ordinance states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."**

SUMMARY EXPLANATION AND BACKGROUND:

1. On January 13, 2021, the City Commission directed the City to ask our lobbyists to collaborate with state legislators during the 2021 Legislative session to secure funding for a seepage management stormwater pump station to provide flood protection to the residents and business in western Pembroke Pines generally in the area north of Pines Boulevard bounded by US 27 and NW 196th Avenue. The project would pump seepage coming from the SFWMD water conservation area into Hidden Lake to the C11 canal thereby lowering the water levels in Hidden Lake and the water bodies east of Hidden Lake prior to a storm event.

2. Seepage management is critical component of any large, regional water management system here in South Florida. The western communities of Pembroke Pines are adversely impacted by seepage that migrates from the Florida Everglades Conservation Area 3A, and raises both groundwater and surface water elevations. This is year-round phenomenon, but is especially impactful during Hurricane Season when these higher water elevations reduce

Agenda Request Form Continued (24-0773)

- stormwater storage in lakes, and make it much harder for the City to protect these communities from flooding during major rainfall events.
3. The South Florida Water Management District (SFWMD) has recognized the impacts of seepage in the western C-11 Basin and manage this seepage through seepage management structures (S381) and the S-9A pump station. According to SFWMD, there is an approximate 6-foot difference in water levels across the East Coast Protective Levy that separates Conversation Area 3A from the urban areas to the east.
4. The requested project is for the installation of an internal, stormwater pump station in the western limits of the City of Pembroke Pines to re-channel seepage from Conservation Area 3A back to the Everglades, through the SFWMD S-9A pump station. The stormwater pump station would be located on the east side of US 27 western Pembroke Pines. The pump station would pump seepage that migrates into the surface waters on the east side of US 27 back into the US 27 Canal (L-33 Canal), then north through the SFWMD S-9A pump station, located at US 27 and Griffin Road.
5. The estimated amount needed for this project is \$1,250,000. A 2021 Legislative Appropriations Request was presented to the legislature, requesting \$400,000, however it resulted in an award of half the amount through the Department of Environmental Protection (FDEP) State Appropriation Grant for \$200,000. After discussions with the South Broward Drainage District (SBDD), it is the intent of the SBDD to fund 50% of the City's Match, which would equate to \$525,000:
- | | |
|--------------|--------------------|
| FDEP Grant | \$200,000 |
| City Match | \$525,000 |
| SBDD Match | \$525,000 |
| Total | \$1,250,000 |
6. The FDEP award can be used for surveying, engineering, design, plans preparation, permitting, bidding construction and construction management for the proposed project.
7. We have also received funding from FEMA from the Hazard Mitigation Grant Program(HMGP) in the amount of 1,417,590.90 bringing the combined funding to \$1,617,590.90. We will be able to utilize the State of Florida grant in place of the required City match.
8. The City Engineer is requesting to enter into a professional services agreement with M. J. Nichols & Associates, LLC for Specific Environmental Services. Mike Nichols is qualified to perform this work as he has prepared the original permit application for the Hidden Lake conservation area and he is familiar with our project.
9. The purpose of this agreement is to provide Professional Environmental and Support Services to the City of Pembroke Pines for the Chapel Trail/Hidden Lake Seepage Pump Station project. Time is of the essence as the grant requires completion of the design by January 31, 2025.
10. Professional Environmental and Support Services include the following:

Agenda Request Form Continued (24-0773)

i. Prepare Broward County Environmental Resource License application, dredge & fill drawings and impact analysis for a proposed pump station and pipe into a littoral zone and Conservation Easement area of Hidden Lake.

ii. Prepare Unified Mitigation Assessment Method (UMAM) for subject littoral zone impacts and proposed littoral zone mitigation area including calculations and impact analysis; mitigation area to also include future impacts to proposed east/west drainage channel south of Hidden Lake.

iii. Prepare environmental portions of ERP Application Sections A & C, dredge & fill drawings and impact analysis of littoral zone for proposed pump station and pipe in Hidden Lake for submittal to SFWMD.

iv. Process Broward County and SFWMD ERL and ERP applications by preparing responses to RAI's and adjusting plans and analyses as necessary and submitting to each agency while coordinating with engineer, client and client's consultants; attend site meetings with agencies as necessary.

v. Prepare wetlands littoral zone mitigation plan including cross section and narrative of proposed vegetation control/maintenance and planting plan with species, quantities, densities and sizes of plant material.

vi. Coordinate area of proposed mitigation by assisting surveyor with information to produce sketch and legal description of amended Conservation Easement and assist with preparation of Amended Conservation Easement document and submit to Broward County for approval and recordation.

vii. Attend meetings with City and consultants on a regular basis to determine procedures and permitting issues and coordination with interested parties in order to achieve appropriate strategy for implementation of proposed drainage improvements.

11. The City Engineer has advised that the requested services do not include the "services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice." Therefore, the "Consultant's Competitive Negotiation Act" CCNA requirements do not apply to this Professional Services Contract.

12. The City Engineer is requesting to enter into an agreement for specific environmental services with M. J. Nichols & Associates, LLC for the Chapel Trail/Hidden Lake Seepage Pump Station project in an amount not to exceed \$31,900.

13. Request Commission to approve the professional services agreement with M. J. Nichols & Associates, LLC. for Specific Environmental Services in an annual amount not to exceed \$31,900, related to the Chapel Trail/Hidden Lake Seepage Pump Station project to provide flood protection to the residents and business in western Pembroke Pines.

Agenda Request Form Continued (24-0773)**FINANCIAL IMPACT DETAIL:**

a) **Initial Cost:** Amount not to exceed \$31,900.

b) **Amount budgeted for this item in Account No:** Funds for these services will be available in account # 100-541-6002-531500-0000-000-0000 (Professional Services - Other).

Once Commission approves this item, the following Budget Adjustment will be done:

From:

100-541-6002-531100-0000-000-0000 (Professional Services - Engineering) \$31,900

To:

100-541-6002-531500-0000-000-0000 (Professional Services - Other) \$31,900

c) **Source of funding for difference, if not fully budgeted:** Not Applicable.

d) **5 year projection of the operational cost of the project:**

	Year 1	Year 2	Year 3	Year 4	Year 5	
Revenues	\$0.00	N/A	N/A	N/A	N/A	
Expenditures		\$31,900.00	N/A	N/A	N/A	N/A
Net Cost	\$31,900.00	N/A	N/A	N/A	N/A	

e) **Detail of additional staff requirements:** Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

MJNICH0-03

ROKERC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2024

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 Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: PHONE (A/C, No, Ext): (407) 788-3000		FAX (A/C, No): (407) 788-7933
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : GuideOne National Insurance Company		14167
INSURED M.J. Nichols & Associates, LLC 14657 93rd Street, North West Palm Beach, FL 33412	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ENV562009934-02	5/19/2024	5/19/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			ENV562009934-02	5/19/2024	5/19/2025	Aggregate/Occurrence 5,000,000
A	Pollution Liab.			ENV562009934-02	5/19/2024	5/19/2025	Aggregate/Occurrence 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is Additional Insured with respect to General Liability when required by written contract per form #CG 20 10 AND CG 20 37. The General Liability is primary and noncontributory, when required by written contract per form #GO 0216. Waiver of Subrogation with respect to General Liability per form #GO 0218.

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/2024

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 Jim Jaramillo 10625 N Military Trail Suite 103 Palm Beach Gardens FL 33410	CONTACT NAME: Jim Jaramillo PHONE (A/C, No, Ext): 561-626-0010 FAX (A/C, No): E-MAIL ADDRESS: jim.jaramillo.hk93@statefarm.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: State Farm Mutual Automobile Insurance Company	
NAIC # 25178	
INSURED M J NICHOLS & ASSOCIATES LLC AND MICHAEL NICHOLS 14657 93RD ST N WEST PALM BCH FL 334122533	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	E35 1007-D16-59N	04/16/2024	10/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO AUTOMOBILE LIABILITY.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF PEMBROKE PINES 601 CITY CENTER WAY PEMBROKE PINES FL 33025	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> AUTHORIZED REPRESENTATIVE This form was system-generated on 08/27/2024
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JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/21/2024

EXPIRATION DATE: 5/21/2026

PERSON: MICHAEL J NICHOLS

EMAIL: MIKE@MJNICHOLSLLC.COM

FEIN: 203406742

BUSINESS NAME AND ADDRESS:

M. J. NICHOLS & ASSOCIATES, LLC

14657 93RD ST N

WEST PALM BEACH, FL 33412

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT
RULE 69L-6.012, F.A.C. REVISED 01/2023

E01932981

QUESTIONS? (850) 413-1609

From: [Deleon, Lilian](#)
To: [Rojas, Dominique](#)
Cc: [Contracts](#)
Subject: FW: M. J. Nichols & Associates - Professional Environmental and Support Services related to Seepage Management at Hidden Lake - Risk Approval Request
Date: Thursday, August 29, 2024 3:45:37 PM
Attachments: [COI \(GL, PL, Poll\) Expires 5-19-2025.pdf](#)
[COI \(Auto\) Expires 10-16-2024.pdf](#)
[CoE \(WC\) Expires 5-21-2026.pdf](#)
[image001.png](#)

Good afternoon, Dominique,

We reviewed and approved attached COI.

Thanks and have a nice long weekend!

Lilian Deleon
City Of Pembroke Pines
Human Resources/Risk Management Department
Risk/Benefits Manager
601 City Center Way 3rd Floor
Pembroke Pines, FL 33025
Phone: (954) 392-2093
Fax: (954) 517-8406
ldeleon@ppines.com



From: Rojas, Dominique <drojas@ppines.com>
Sent: Wednesday, August 28, 2024 9:01 AM
To: Deleon, Lilian <ldeleon@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: M. J. Nichols & Associates - Professional Environmental and Support Services related to Seepage Management at Hidden Lake - Risk Approval Request

Dear Lilian,

Good morning. Please find attached three (3) certificates of insurance for the above-referenced agreement. Below you will find a link to the agreement and exhibits:

[P:\Contracts - OG\M. J. Nichols & Assoc](#)

We stand by to know of your approval/comments, with kindest regards,

Dominique Rojas • Senior Contracts Specialist

Finance Department

City of Pembroke Pines

601 City Center Way, Pembroke Pines, FL 33025

Direct: 954-392-9436

Email: drojas@ppines.com

Main: 954-392-9435

Team Email: contracts@ppines.com

www.ppines.com

City Hall hours: Monday–Thursday 7am-6pm (closed on Fridays)