

**AGREEMENT BY AND BETWEEN DEANGELO CONTRACTING
SERVICES, LLC AND THE CITY OF PEMBROKE PINES**

THIS AGREEMENT, dated this _____ day of _____, 2024, (“Effective Date”) by and between the **CITY OF PEMBROKE PINES**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as “CITY”), with business address of **601 City Center Way, Pembroke Pines, FL 33025**, and **DEANGELO CONTRACTING SERVICES, LLC**. (hereinafter referred to as “DCS or CONTRACTOR”), with a business address of **6861 SW 196 Ave., Suite #201, Pembroke Pines, FL 33332**.

WITNESSETH:

WHEREAS, CITY currently has a performance-based contract with DCS to provide contractual services for certain identified projects within the CITY; and,

WHEREAS, CITY desires to renegotiate and replace its existing contract with DCS, that was awarded pursuant to RFQ# PSPW-13-10 “Operation, Maintenance and Management of Municipal Public Rights of Way”, to provide contract employees and certain professional staffing services for certain identified positions within the CITY; and,

WHEREAS, the CITY is desirous of maintaining a high level of competent, professional, and economically feasible contract administrative and public services in conjunction and harmony with its fiscal policies of sound, economical management; and,

WHEREAS, DCS has agreed to render to the CITY a continuing high level of professional contract services and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and,

WHEREAS, DCS has offered its professional services to the CITY in a manner consistent with the terms, conditions and provisions herein; and,

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE 1
PREAMBLE

1.1 In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.2 On April 24, 2013, the CITY advertised its Request for Qualifications #PSPW-13-10 of the CITY's desire to hire a firm to provide Operation, Maintenance, and Management Services for

the City's Municipal Public Rights of way.

1.3 On June 4, 2013, the bids were opened at the offices of the City Clerk.

1.4 On September 3, 2013, the CITY awarded the bid to DBi Services, LLC (hereinafter referred to as "DBi") and authorized the proper CITY officials to negotiate a contract with DBi. On September 18, 2023, the CITY approved to enter into the negotiated agreement with DBi to render the services more particularly described herein below.

1.5 On October 22, 2021, at 5:30 pm the Director of Public Services received a call from DBi's project manager stating that he had just been notified that DBi was closing its doors effective immediately.

1.6 The following week, the Public Services Department started working on a solution by hiring the unemployed DBi staff on a temporary basis until the services could be put out for bid and a new contract could be eventually put in place.

1.7 As the Public Services Department was coordinating this effort, the Public Services Director was contacted by Mark Robinson, a representative for Paul DeAngelo. Mr. DeAngelo started DBi in 1978 and sold the business in 2016.

1.8 Mr. DeAngelo had started a new company called DeAngelo Contracting Services (DCS), and they were very interested in assuming DBi's contract and hiring the former employees.

1.9 Mr. Robinson met with the City Manager and the Director of Human Resources & Risk Management the week of November 1st, 2021, after which the City Manager gave direction to the Public Service Director to work with the City Attorney's Office, DBi, and DCS in order to get the contract reassigned.

1.10 By November 8, 2021, DeAngelo Contracting Services (DCS) hired staff and started providing services for the City of Pembroke Pines at DCS's own risk.

1.11 On December 1, 2021, the CITY Commission approved the assignment of the agreement with DBi Services LLC. for the Operation, Maintenance, and Management of the City's Right of Way's to DeAngelo Contracting Services (DCS), retroactively effective on November 8, 2021.

ARTICLE 2 **DEFINITIONS**

Wherever used in this Agreement the following terms shall have the meanings indicated which are applicable to both the singular and plural thereof:

2.1 "**Agreement**" means the written instrument which is evidence of the agreement between CITY and CONTRACTOR covering the services to be performed, including the Agreement and any exhibits that are attached to the Agreement or made a part thereof; and any other documents which are incorporated in or referenced in the Agreement and made a part thereof. Below is a list of Exhibits to this Agreement:

- A. Roadway Ownership Maps
- B. List of Roadways to Receive Monthly Street Sweeping
- C. List of City owned Facilities
- D. Streetlight Ownership Map
- E. Annual Fee and Line-item Pricing
- F. Performance Based Maintenance Outcomes
- G. Wetland scope and schedule
- H. Wetland Maps

2.2 **"Annual Fee"** means a predetermined, fixed lump sum for CONTRACTOR'S services. The Annual Fee includes cost, overhead and profit.

2.3 **"Applicable Law"** shall mean (i) all of the permits required for the performance by the parties under this Agreement, (ii) all State or federal constitutional restrictions, (iii) all State laws, rules, regulations or directives, (iv) all CITY ordinances, laws or directives, (v) all federal or State judicial judgment, order or decree, (vi) all federal, State or CITY administrative orders or directives, which are in effect during the term of this Agreement, or subsequently enacted, adopted, promulgated, issued or enforced during the term of this Agreement, or subsequently enacted, adopted, promulgated, issued or enforced, and (vii) all federal, State or CITY consent decrees, stipulations or settlement agreements, in any manner relating to the operation, management, maintenance, repair, upgrade, enhancement, retirement or expansion of the Facilities.

2.4 **"BCTED"** means the Broward County Traffic Engineering Division.

2.5 **"Bonds"** means the bid, performance, maintenance and payment bonds and other instruments securing CONTRACTOR'S performance, if applicable.

2.6 **"Capital Expenditures"** means capital expenditures that are planned, non-routine and budgeted as separate capital expenditures by CITY.

2.7 **"Change Order"** means a document which is signed by CONTRACTOR and CITY and authorizes an addition, deletion or revision in the Services, or an in the contract price or the contract time, issued on or after the effective date of the agreement.

2.8 **"CITY"** means Pembroke Pines, CITY of Pembroke Pines Commission, CITY Manager or CITY'S representative, as applicable.

2.9 **"Contract Documents"** means the documents outlined in Article 18 of the agreement.

2.10 **"Contract Price"** means the compensation outlined in Article 6 of this agreement.

2.11 **"Cost"** means all direct costs and indirect costs determined on an accrual basis in accordance with generally accepted accounting principles.

- 2.12 **"Day"** shall constitute a calendar day of 24 hours measured from midnight to the next midnight.
- 2.13 **"Facilities"** shall refer to all areas listed in Exhibits A, C, D, & H.
- 2.14 **"FDEP"** means the State of Florida, Department of Environmental Protection.
- 2.15 **"FHWA"** means the Federal Highway Administration
- 2.16 **"Maintenance"** includes inspection for and completion of needed repairs as well as those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or by CONTRACTOR or otherwise required under standard industry practices to maintain the facilities in accordance with the performance measures as outlined in this agreement.
- 2.17 **"CONTRACTOR"** means the person, firm or corporation with whom CITY has entered into the Agreement for the performance of the Services as defined by the Agreement.
- 2.18 **"Project"** means all the work performed pursuant to the Agreement at the Facilities.
- 2.19 **"Repairs"** means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the facilities or some component thereof.
- 2.20 **"Reports"** means all reports including monthly operating reports, annual reports and any other reports as required by the Permit or manufacturers.
- 2.21 **"Services"** means the Scope of Services outlined in Article 4 of the Agreement.
- 2.22 **"Service Area"** shall include the municipal boundaries of the City of Pembroke Pines.
- 2.23 **"Subcontractor"** means an individual, firm or corporation who enters into a Contract with CONTRACTOR for the performance of any part of CONTRACTOR'S Services. The term "Subcontractor" does not include a separate CONTRACTOR or Subcontractors of a separate CONTRACTOR.
- 2.24 **"Unforeseen Circumstance(s)"** shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to; (i) an act of God, lightning, tornado, fire, explosion, flood, acts of terrorism; (ii) preliminary or final order of any local, state or federal court, administrative agency or governmental body of competent jurisdiction; (iii) any change in any Applicable Laws as defined herein; (iv) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strikes, work slowdowns or work stoppages by employees of CONTRACTOR; (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation, maintenance,

management and repair of the Project; and (vi) failure of Facility's design or technology; excluding:

2.24.1 General economic conditions, interest or inflation rate fluctuations, commodity prices or changes in process, or currency or exchange rate fluctuations;

2.24.2 Changes in the financial condition of the CITY, the CONTRACTOR, or any of their affiliates or Subcontractors;

2.24.3 Any impact of prevailing wage laws on the CONTRACTOR'S costs, provided however that such requirements or demands may constitute a change of law entitling the CONTRACTOR to additional compensation;

2.24.4 The consequence of CONTRACTOR error, including any errors of CONTRACTOR affiliates or Subcontractors; and/or

2.24.5 Litigation against the CITY and/or CONTRACTOR.

ARTICLE 3 **CITY'S REPRESENTATIVE**

3.1 It is understood that the CITY shall designate, in writing, at the time of execution of the Agreement, a representative that shall be the sole and exclusive contact for the CONTRACTOR and act on its behalf with respect to the Services provided under this Agreement.

3.2 The representative shall be authorized to transmit instructions, receive information, and make decisions with respect to the performance of the Services.

ARTICLE 4 **SCOPE OF SERVICES & CONTRACTOR RESPONSIBILITIES**

4.1 The scope of this project includes the inspection, management, and performance of routine maintenance and needed repair of the following components of the Rights of Way (ROW) currently owned by the City, or those owned by the County or State that the City is responsible to maintain. Also included is maintenance of the City's Wetlands, various repairs needed following Utility repairs, and repairs to City Facilities.

4.1.1 Included in the Annual Fee:

- Periodic inspections of all Public ROW to determine and report to City any dangerous conditions or areas in need of repair, including all City roads, street lights, signs, sidewalks, curbs, gutters, City owned objects and markers.
- All public ROW sidewalk repairs
- All public ROW curb and gutter repairs
- All public ROW roadway asphalt repairs of four (4) square feet or less in size. Size limit dimension is of the roadway deficiency before any repair is made, the

finished repair may be larger.

- All public ROW shoulder of road repairs
- Incident and emergency response regarding the public ROW
- All public ROW street lighting repairs (street lighting electrical service bills will remain the responsibility of the City)
- Monthly street sweeping
- All public ROW guardrail, attenuator, object marker and delineator repair
- All public ROW sign inventory and inspection (to notify Broward County of signing needs)
- Maintenance of the City's wetlands per scope and schedule in Exhibit G.

4.1.2 Billed monthly as needed based on line-item pricing per Exhibit E.

- Repairs to Public or Private property required after the City makes repairs to the City's water, sewer, or stormwater systems.
- Reflective pavement markers where required by pavement or utility repairs.
- Sidewalk, roadway, and parking lot repairs at City owned facilities.
- Roadway asphalt repairs greater than four (4) square feet in size
- An annual not-to-exceed allowance of \$500,000.00 shall be allotted for this work.

4.2 General Requirements:

4.2.1 CONTRACTOR shall perform all work to currently published City Standards and Specifications throughout the contract duration, as may be updated throughout the life of the contract. Manage and perform the maintenance of all assets within the project limits as identified in this scope that is consistent with the City's standards and ordinances and produce end results in accordance with Contract Documents in effect at the time of the performance of any work. All work shall comply with Statutes, Administrative Codes, Design Standards, Maintenance Activity Standards, Rules, Procedures, Handbooks, Guides, Manuals, and applicable Specifications.

4.2.2 CONTRACTOR shall provide a sufficient number of certified qualified personnel, including management, administrative, operational, technical and clerical, who meet relevant legal requirements and certifications regarding operation and maintenance according to the State of Florida and permit requirements and are capable and demonstrate experience necessary to operate and maintain the Facilities.

4.2.3 CONTRACTOR shall provide all personnel and associated wages, salaries, benefits; all services; all tools, supplies, spare parts, vehicles and materials, including consumables, necessary to operate and maintain the Facilities in accordance with all Applicable Laws. The Facilities shall be operated and maintained in a manner to ensure that the Facilities satisfy all Applicable Laws.

4.2.4 CONTRACTOR shall provide ongoing training and education for appropriate personnel in all necessary areas of operations, maintenance, repair, safety, supervisory skills and emergency operations.

4.2.5 CONTRACTOR shall develop and implement a proper safety program in accordance with applicable laws and standards. All portions of the program shall be adhered to.

4.2.6 CONTRACTOR shall provide proper health and safety measures to ensure safety for the traveling public, City employees, Contractor employees, and subcontractor employees.

4.2.7 CONTRACTOR is expected to maintain the road system uniformly and consistently throughout the contract period by meeting performance specifications. Continued poor performance of work or failure to perform in accordance with the Contract will cause the Contractor to be declared in default of the contract in accordance with Article 15

4.2.8 CONTRACTOR will update the highway inventory when changes occur to any roadway characteristic of the roads within the project limits. Updated inventory sheets will be provided to the City.

4.2.9 CONTRACTOR will assume responsibility for maintaining up to ten miles of any newly constructed or newly resurfaced roadways that are added within the project limits throughout the duration of the contract at no additional cost to the City.

4.2.10 CONTRACTOR will maintain a customer service log, which shall detail complaints or requests, and the disposition of the items contained in the log. The customer service log will be made available to the City for review upon request. The Contractor will contact the customer within one (1) working day and have resolution of the customer service request within two (2) weeks, although work may be scheduled for a later date. The Contractor will develop and implement a Customer Service Resolution Plan.

4.2.11 CONTRACTOR will comply with all applicable lane closure restrictions and requirements. In some locations this may require the work to be performed at night.

4.2.12 CONTRACTOR shall meet with representatives of the CITY as needed and as requested by the CITY or, at minimum at least monthly, to review operations, reports and costs. CONTRACTOR shall maintain a professional, responsible and responsive working relationship with representatives of the CITY, regulatory authorities, suppliers of materials, utilities and services, and the public.

4.2.13 While performing services under the Agreement, all personnel shall wear uniform shirt with the logo of the CONTRACTOR and shall wear a CITY identification tag.

4.3 Routine Maintenance

4.3.1 CONTRACTOR will perform routine maintenance activities to the assets

included in this contract. These maintenance activities will be performed at a frequency that ensures uniform and consistent compliance with the City criteria, the required maintenance rating level and any other requirements of the City. The Contractor shall perform all non-routine maintenance activities currently being performed such as: sweeping, pothole filling, and temporary replacement of regulatory signs within public rights-of-way that serve City facilities.

4.3.2 CONTRACTOR will manage the maintenance program including the performance of work needs determinations, location of resources, work assignments and management of resources. The Contractor will develop an annual work program to ensure the desired maintenance is performed.

4.4 Incident Response

4.4.1 The CONTRACTOR will respond and deploy resources upon initial notification, 24 hours per day, 7 days per week, including holidays, to any emergency occurring on the roadway corridors. The Contractor will arrive on-site, prepared to take necessary action with necessary manpower and typical emergency response equipment, within a maximum time of 60 minutes from initial notification of the incident. The Contractor will develop an "Incident Response Plan". Included in the "Incident Response Plan" should be details on public/agency notifications, incident management, how the safety of motorists will be insured, handling of hazardous waste, coordination with Law Enforcement and other appropriate agencies, traffic control, submission of "Incident" reports, the establishment and maintenance of detour routes when needed for closure of roads, emergency repairs, removal of debris and evacuation response. The Contractor will be responsible for all aspects of traffic control related to an incident, including, but not limited to, the entire detour route off the corridor(s) covered by this contract onto state roads or non-state roads. The Contractor will provide notifications for lane closures, road closures, re-opening of lanes or roadways and major incidents per the City's policy. A summary of incident responses performed by the Contractor will be submitted to the City with the monthly invoice.

4.4.2 The Contractor will have incident response procedures in place to ensure proper response within the roadway corridors. The Contractor will comply with all Local, State, and Federal Laws and City plans dealing with evacuation routes. The Contractor will have incident response procedures in place to ensure proper coordination of the handling of hazardous waste encountered on the roadway corridor. The Contractor will comply with all Local, State, and Federal laws and regulations dealing with the handling and disposal of hazardous waste.

4.4.3 In the event of an act that is officially declared by the State as an "act of terrorism" the Contractor will not be liable for any damages within the scope of this contract.

4.5 Additional Services

4.5.1 DCS shall provide the CITY, upon the request of the CITY Manager or the CITY's

Contract Manager, additional services outside of the contract's scope of work as may from time to time be needed.

4.5.2 The cost of such services shall be borne by the CITY, Compensation paid to the CONTRACTOR for the work performed outside of the scope of services shall include CONTRACTOR'S direct costs for the work plus seven and one-half percent (7.5%) for overhead and profit.

4.6 Maintenance Rating Program (MRP)

4.6.1 The Florida Department of Transportation MRP Handbook referenced in this document can be accessed using the following link, or as amended from time to time:
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/maintenance/rdw/mrp/oom_20230608_mrphandbook2023final.pdf?sfvrsn=960f4cf2_2

4.6.2 CONTRACTOR will achieve and maintain maintenance ratings in accordance with the criteria established in Florida Department of Transportation MRP Handbook. The Contractor will use the criteria established to evaluate and establish the level of maintenance attained to ensure a uniform and consistent level of maintenance at all times. Each characteristic (ditches, turf, signs, guardrail, etc.) shall meet the desired conditions at a minimum of 80 percent of the time unless otherwise stated in the Florida Department of Transportation MRP Handbook. Characteristics that are determined to be below minimum required MRP ratings during the baseline assessment will have their scores increased by a minimum of 5 points annually until the minimum required score is met.

4.6.3 The CITY and CONTRACTOR will jointly perform a complete MRP rating three (3) times per year using the criteria outlined in the Florida Department of Transportation MRP Handbook for items that are included within this contract. The City will randomly generate locations to be rated each period using a method that is mutually agreeable to the City and the Contractor. The Contractor will calculate the MRP scores utilizing the Florida Department of Transportation procedure as outlined in Exhibit F.

4.6.4 At least five (5) working days in advance of scheduled MRP evaluation, the CITY will invite the CONTRACTOR to accompany the CITY MRP team with a maximum of two trained MRP team members. If the CONTRACTOR does not attend the MRP evaluation, they cannot contest the MRP scores. Upon encountering any disagreement associated with and MRP evaluation, an attempt to resolve the dispute in the field with the CITY MRP team shall be made. If no resolution can be reached in the field, both parties will document the dispute and elevate the issue to the CITY's Contract Administrator. Failure to reach resolution of the dispute at this level will result in further escalation through the City Manager whose decision is final. Beginning from the time the dispute is elevated to the Contract Administrator, the City is allowed a total of ten (10) business days to resolve the dispute. If the ten (10) business days elapse before the dispute is resolved or if the dispute is resolved in favor of the Contractor, the disputed MRP characteristic will be changed to reflect the Contractor's evaluation for the disputed MRP sample point. After all disputes are resolved,

the City will recalculate official MRP scores accordingly.

4.6.5 The procedure below outlines how the Contractor's compensation will be adjusted according to the results of the MRP ratings.

- a) The penalty assigned for each point below the requirements for each characteristic rating of the Final Annual MRP Rating shall be equal to one eighth percent (.125%) of the annual contract amount.
- b) All deductions withheld from the Contractor will occur through adjustments to the next appropriate monthly invoice amount.

ARTICLE 5 **TERM**

5.1 The term of this Agreement shall be for an initial period commencing on April 1, 2024 and ending on September 30, 2029.

5.2 The Term may be renewed for two (2) additional five (5) year terms, subject to mutual consent and the execution of a written amendment to this Agreement.

ARTICLE 6 **COMPENSATION**

Compensation under this Agreement shall consist of the following:

6.1 The Annual Fee for Services in the amount of **ONE MILLION FOUR HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$1,451,675.00)**, as outlined in section 4.1.1, and in Exhibit E, shall be prorated for the six-month period starting on April 1, 2024 and ending on September 30, 2024, in an amount not to exceed **SEVEN HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY CENTS (\$725,837.50)**.

6.2 Compensation paid to the CONTRACTOR for the work performed under Section 4.1.2 shall be billed monthly, on an as-needed basis, per the CONTRACTOR'S line-item pricing outlined in Exhibit E. The annual allowance allocated to the work outlined in this section shall not exceed **FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$500,000.00)**.

6.3 Compensation paid to the CONTRACTOR for the work performed under Section 4.5, 20.4, and 20.6 shall include CONTRACTOR'S direct costs for the work plus seven and one-half percent (7.5%) for overhead and profit.

6.4 On October 1st of 2024 and on October 1st for each year thereafter for the entire term of the Agreement, the Annual Fee shall be automatically adjusted according to the annual Consumers Price Index-(CPI/U) Miami-Ft. Lauderdale, FL Area for the month of April or 4%, whichever is less but not less than zero.

ARTICLE 7
PAYMENT PROCEDURES

7.1 CONTRACTOR shall submit, on a monthly basis, an invoice in a format approved by the City's Project Manager which shall include all required back-up documentation to support the amount. CONTRACTOR shall submit a monthly invoice to the CITY no later than the 15th day of the following month for which services were provided.

7.2 CITY shall process all submitted invoices from the CONTRACTOR on a monthly basis. CONTRACTOR shall be paid the Annual Fee, in accordance with Article 6 in twelve (12) equal monthly installments, or as outlined by Exhibit E. The CITY shall pay the CONTRACTOR for all approved invoices, in a manner consistent with the Local Prompt Payment Act, Chapter 218, and Florida Statutes.

ARTICLE 8
CHANGES IN THE SCOPE OF SERVICES

A Change in Scope of Services shall occur as a result of:

8.1 Any change in Facilities operations, personnel qualifications or staffing or other cost which is mandated or otherwise required by a change in any Applicable Law or Permit, or an action or forbearance of any governmental body having jurisdiction to order, dictate or require such change or any Unforeseen Circumstance.

8.2 Capital improvements to the Facilities by or at the request of the CITY which result in the change by CONTRACTOR of its methods or costs of operation of the Project; and

8.3 For Changes in Scope described in Sections 8.1, the Annual Fee shall be increased by an amount equal to CONTRACTOR'S additional Cost associated with the Change in Scope plus seven and one-half percent (7.5%). If there is a decrease in Scope, the Annual Fee shall be decreased by the decrease in actual costs associated therewith.

ARTICLE 9
CITY'S RESPONSIBILITIES

9.1 CITY shall provide CONTRACTOR with office space, warehouse/shop area, and storage yard area needed to perform the scope of this contract at no cost to the CONTRACTOR.

9.2 CITY shall pay directly all usual and customary electric, water, wastewater and solid waste removal services associated with CONTRACTOR'S operation or use of the facilities as described in the Contract Documents. All other utility related expenses, such as cellular phones, hardline phones, and internet services will be the responsibility of the CONTRACTOR as part of the negotiated Annual Fee. CONTRACTOR shall use its best efforts to minimize usage of electricity and water.

9.3 CITY shall be responsible for all real estate and personal property taxes applicable to CITY owned property in use at the Facilities.

9.4 The CITY shall retain ownership of the real and personal property in use at the Facilities. The CITY is a tax-exempt entity. It is the intent of the CITY and CONTRACTOR that the property shall remain exempt from ad valorem taxation in accordance with Chapter 196, Fla. Stat. as amended from time to time.

9.5 CITY shall coordinate with CONTRACTOR to perform other work at or within the Facilities by the CITY'S own forces, have other work performed by utility owners or directly Contract for such other work. Written notice thereof will be given to CONTRACTOR prior to starting any other work not previously noticed to CONTRACTOR in order to minimize disruption or interference with CONTRACTOR'S obligations under this Agreement.

9.6 Limitations on CITY'S Responsibilities: CITY shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR'S means, methods, techniques, sequences, or procedures, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Applicable Laws applicable to the performance of the Services. CITY shall not be responsible for CONTRACTOR'S failure to perform the Services in accordance with the Contract Documents unless such failure to perform by CONTRACTOR is caused by CITY, CITY'S representative, an employee or agent of the CITY or Unforeseen Circumstance.

ARTICLE 10

SUBCONTRACTORS

10.1 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the Subcontractors, Suppliers and other persons directly or indirectly employed by Subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Services under a direct or indirect contract with CONTRACTOR to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between the CITY and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to see to the payment of any moneys due any such Subcontractor, supplier or other person or organization except as may otherwise be required by Applicable Laws.

10.2 CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those not acceptable to CITY), whether initially or as a replacement, against whom CITY may have objection. CONTRACTOR shall submit names, addresses and contact information of any and all Subcontractors to CITY in writing prior to commencement of services and during project progress if Subcontractors change or are added.

10.3 CONTRACTOR shall be solely responsible for scheduling and coordinating Subcontractors, Suppliers and other individuals and entities performing or furnishing any of the Services under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers and such other individuals and entities performing or furnishing any of the Services to comply with the requirements imposed on CONTRACTOR under this Agreement. All Subcontractors, Suppliers and such other individuals and entities performing or furnishing any of the Services shall communicate with the CITY through CONTRACTOR.

10.4 CITY requires the identity of Subcontractors, Suppliers, and other individuals or entities to be submitted to the CITY in advance of the Project for acceptance by CITY. CITY'S acceptance of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity. No acceptance by CITY of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of CITY to reject defective services.

10.5 All Services performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor, which specifically binds the Subcontractor to the applicable terms and conditions of the Agreement for the benefit of CITY.

ARTICLE 11 **INSURANCE**

DCS shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY's Risk Manager nor shall DCS allow any subcontractor to commence work on their subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

11.1 Commercial General Liability:

- a. Each Occurrence Limit: \$1,000,000.00
- b. Fire Damage Limit (Damage to rented premises): \$100,000.00
- c. Personal & Advertising Injury Limit: \$1,000,000.00
- d. General Aggregate Limit: \$2,000,000.00

11.1.1 The CITY must be shown as an additional insured with respect to the above coverages, with an additional insured endorsement which agrees with the additional insured terms and duties between DCS and the City, as required by written agreement and where allowable by law.

11.2 Automobile Liability:

11.2.1 This must cover all owned, leased, hired, non-owned and employee non-owned 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:

- a. Any Auto (Combined Single Limit (Each Accident)): \$1,000,000.00
- b. Hired Autos (Combined Single Limit (Each Accident)): \$1,000,000.00
- c. Non-Owned Autos (Combined Single Limit (Each Accident)): \$1,000,000.00

11.2.2 If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by ISO pollution liability-broadened coverage for auto endorsement CA9948 and the Motor Carrier Act endorsement MCS90.

11.3 DCS shall maintain, when applicable, Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000.00 per wrongful act, \$5,000,000.00 annual aggregate. This coverage shall be maintained for a period of no less than three (3) years after final payment of the Agreement. (Increase to ten (10) years for construction projects).

11.4 DCS shall be required to maintain Environmental/Pollution Liability with a limit of no less than \$1,000,000.00 per wrongful act and annual aggregate whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: DCS' completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. The CITY must be shown as an additional insured with respect to this coverage. Furthermore, the CITY's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

11.5 DCS shall maintain, when applicable, Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000.00 per loss and annual aggregate. 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 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. This coverage shall be maintained for a period of no less than three (3) years after final payment of the Agreement. The CITY must be shown as an additional insured with respect to this coverage. Furthermore, the CITY's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

11.6 DCS shall maintain, when applicable, Crime Coverage, which shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of not less than \$1,000,000.00 per loss. If DCS is physically located on the CITY's premises, a third-party

fidelity coverage extension shall apply.

11.7 DCS shall maintain Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of DCS engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, DCS 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 DCS. Coverage for DCS and its 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:

- a) Workers' Compensation: Coverage A – Statutory
- b) Employers Liability: Coverage B - \$500,000.00 (Each Accident)
\$500,000.00 - Disease (Policy Limit)
\$500,000.00 – Disease (Each Employee)

11.7.1 If DCS claims to be exempt from this requirement, DCS shall provide CITY proof of such exemption along with a written request for CITY to exempt DCS, written on DCS letterhead.

11.8 DCS shall not exclude Sexual Abuse from any policy for Agreements involving any interaction with minors or seniors.

11.9 DCS shall maintain the respective policies of liability, automobile, and excess automobile throughout the term of this Agreement, as the same may be extended in accordance with the provisions hereof.

11.10 DCS shall provide CITY with a copy of current respective policies of insurance required hereunder, and renewals thereof.

11.11 The costs of all policies of insurance required hereunder shall be the obligation of DCS and the CITY shall in no way be responsible therefore.

11.12 DCS shall provide CITY with a Certificate of Insurance listing CITY as an insured for the respective insurance required hereunder.

11.13 Should any of the required insurance policies be modified before the expiration date of this Agreement, and unless otherwise agreed, DCS will provide at least thirty (30) days prior written notice to the CITY.

11.14 Required Endorsements

- a) The CITY shall be named as an Additional Insured on each of the General Liability policies required herein.
- b) Waiver of all Rights of Subrogation against the CITY;
- c) Thirty (30) day Notice of Cancellation or Non-Renewal to the CITY;
- d) DCS's policies shall be Primary and Non-Contributory;

- e) All policies shall contain a “severability of interest” or “cross liability” liability clause without obligation for premium payment by the CITY;
- f) The CITY shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.
- g) The Insurer for the Commercial General Liability Policy purchased by DCS, must name the City as an additional insured with an additional insured endorsement which agrees with the additional insured terms and duties between DCS and the City, as required by written agreement and where allowable by law.

11.15 DCS shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers, and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of DCS 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 DCS and provided proof of such coverage is provided to the CITY. DCS and any subcontractors shall maintain such policies during the term of this Agreement.

11.16 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.

11.17 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.

11.18 Policies shall be endorsed to provide the CITY thirty (30) days’ notice of cancellation, material change or non-renewal of policies required under the Agreement. If the carrier will not agree to this notification, DCS or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven (7) days of receipt of the insurer’s notification of cancellation or reduction in coverage.

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

ARTICLE 12

INDEMNIFICATION

In consideration of the sum of ten (\$10.00) dollars CONTRACTOR agrees to the following indemnities, which indemnities shall survive termination or expiration of this Agreement.

12.1 CONTRACTOR shall indemnify, save and hold harmless the CITY, its officers, agents and employees, from or on account of all claims, damages, losses, obligations, penalties, fines, liabilities and expenses, direct, indirect or consequential, including, but not limited to, reasonable fees and charges of engineers, architects, attorneys, CONTRACTOR and other professionals, all settlements, liens or judgments of any nature, and trial and appellate court and arbitration costs arising out of or relating to or resulting from the performance of the Services by CONTRACTOR, CONTRACTOR'S errors and omissions, or CONTRACTOR'S compliance or failure to comply with its obligations under the Agreement, excluding claims arising from the negligence of CITY. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (a) any and all bodily injuries, sickness, death, disease; (b) injury to or destruction of tangible personal property, including the loss of use resulting there from or which arise from negligent acts or omissions or environmental damage of the CONTRACTOR performing Services at the Facilities; (c) other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the operation, management, Maintenance and Repair, including the warranty period; (d) CONTRACTOR'S or CONTRACTOR'S Subcontractors use of any improper materials; (e) any construction defect including patent defects relating solely to Facilities constructed by CONTRACTOR or Subcontractors; (f) any act or omission of CONTRACTOR or Subcontractors, agents, servants or employees; (g) the violation of any Applicable Law or any federal, state, county or CITY laws, ordinances or regulations by CONTRACTOR, its Subcontractors, agents, servants or employees; (h) any patent or copyright infringement; and (i) the breach or alleged breach by CONTRACTOR of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

12.2 In the event that any claims are brought, or actions are filed against the CITY with respect to the indemnity contained herein, the CONTRACTOR agrees to defend and have its Insurer defend against any such claims or action regardless of whether such claims or actions are rightfully or wrongfully brought or filed. It is agreed that the City has the right to select its own legal counsel to conduct any defense in any such proceedings and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of DCS and its Insurer.

12.3 Such CONTRACTOR'S indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under the Agreement. Nothing contained herein is intended nor shall it be construed to waive CITY'S rights and immunities under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this Paragraph and its subparts.

12.4 When an event occurs that causes damage to any of the City's facilities, the City authorizes the Contractor to pursue claims against any responsible party for reimbursement of expenses incurred. The sequence of reimbursement for damages will be as follows:

1. Pursuit of claims against the individual or entity which caused damages, or their

insurers.

2. If eligible, compensation from FEMA or FHWA for qualifying reimbursements.
3. Contractor coverage

12.4.1 The Contractor's responsibility to make accident damage repairs at its own expense, in each 12-month period beginning with the date of the original contract, shall be capped at 50% of the annual contract amount for that year. The calculation of the 50% shall include any insurance reimbursement or additional compensation obtained by the Contractor under items 1 and 2 above. The calculation shall not include any damage repairs caused by the Contractor's negligence. The annual contract amount as used above means each 12-month period beginning with the date of the original contract and each annual anniversary date thereafter.

ARTICLE 13

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

13.1 CONTRACTOR has examined and carefully studied the Contract Documents.

13.2 CONTRACTOR has visited the site(s) and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of Services for the Project.

13.3 CONTRACTOR is familiar with and is satisfied as to all Applicable Laws, and all other federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Project.

13.4 CONTRACTOR has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. CONTRACTOR acknowledges that CITY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Services or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Services at the Contract Price, within the contract times and in accordance with the other terms and conditions of the Agreement.

13.5 CONTRACTOR is aware of the general nature of the Services to be performed by CITY and others at the site that relates to the Project as indicated in the Agreement.

13.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Agreement and all additional examinations, investigations, explorations, tests, studies and data with the Agreement.

13.7 CONTRACTOR has given the CITY'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY'S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Services.

13.8 CONTRACTOR warrants the following:

13.8.1 Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Agreement because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

13.8.2 Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the CITY, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

13.8.3 Licensing, Bonds and Permits: The CONTRACTOR warrants that it shall have, prior to commencement of work under this Agreement and at all times during said work, all required licenses, Bonds and permits whether federal, state, county or CITY.

13.8.4 Public Entity Crime Statement: The CONTRACTOR warrants that it has not been placed on the convicted vendor list following a conviction for a public entity crime.

13.9 The CONTRACTOR represents and warrants to the CITY that:

13.9.1 It is financially solvent and has sufficient working capital to perform the obligations under this Agreement;

13.9.2 It is experienced and skilled in the specialized type of Services described in the Agreement;

13.9.3 It is able to provide the labor, materials, equipment and machinery necessary to perform the Services for the agreed upon fees;

13.9.4 It is fully licensed under all Applicable Laws and authorized to do business in the State of Florida in the name of the entity identified as the "CONTRACTOR" in the Agreement; and

13.9.5 It will comply with all Applicable Laws, and other federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the Contract Documents.

13.10 Truth in Negotiation:

13.10.1 CONTRACTOR warrants that all cost and pricing data provided to the CITY during the term of the Agreement shall be complete, accurate and current when provided. Should there be any changes in the Cost and Pricing Data previously submitted, the CONTRACTOR shall notify and provide the new information to the CITY immediately. CITY shall be entitled to issue an appropriate Change Order to adjust the Contract Price and contract times based on correcting inaccurate or incomplete information provided by CONTRACTOR.

13.10.2 Despite any provisions in the Contract Documents to the contrary, any amounts paid by CITY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under the Agreement shall be reimbursed by CONTRACTOR to CITY. The making of Final Payment to CONTRACTOR shall not be a waiver of CITY'S right to reimbursement from CONTRACTOR nor shall it discharge CONTRACTOR'S obligation to refund the overpayment. The terms of this Article shall survive the CITY'S making final payment.

13.10.3 CONTRACTOR shall insert a provision containing all the requirements of this Article, in all Subcontracts between CONTRACTOR and Subcontractors, Engineers or Suppliers or other persons, altering the section only as necessary to identify properly the contracting parties.

13.11 CONTRACTOR warrants and represents that its employees have received sexual harassment training, and that CONTRACTOR maintains appropriate sexual harassment and anti-discrimination policies.

13.12 CONTRACTOR warrants and represents that its employees will abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

13.13 CONTRACTOR shall maintain a Drug-Free workplace as that term is defined in Florida Statutes.

ARTICLE 14
TERMINATION

14.1 CITY may elect to terminate all, or a portion of the Services provided by CONTRACTOR in this Agreement, for cause or convenience, by giving CONTRACTOR written notice of at least 180 calendar days prior to the effective date of termination. Upon receipt of written notice of termination, CONTRACTOR shall not enter into any third-party agreements and shall incur only those expenses specifically approved or directed in writing by the CITY Manager. Upon written notice of termination, the CITY Manager may elect not to use the services of CONTRACTOR.

14.2 CONTRACTOR may terminate the Agreement at any time by giving the CITY written notice of at least 180 calendar days prior to the effective date of termination.

14.3 In the event that this Agreement is terminated for convenience, the CONTRACTOR shall be paid for any Services performed up to the date of termination and for costs to demobilize from the project including liquidation of equipment and materials, outstanding costs for bonding and insurance not to exceed \$87,000 to be reconciled and agreed upon by both parties prior to payment. Upon receipt of a notice of termination, the CONTRACTOR shall perform only those services specified by the CITY Manager and shall not incur additional expenses without the CITY Manager's prior written approval.

14.4 CITY may, if CONTRACTOR neglects to perform Services properly or to perform any provision of the Agreement, or does, or omits to do, anything whereby safety or operations may be endangered or whereby damage or injury may result to person or property, after forty-eight (48) hours written notice to the CONTRACTOR, without prejudice to any other remedy CITY may have, make good all Services, material, omissions or deficiencies, and may deduct the cost therefore from the amount included in the Contract Price due or which may thereafter become due to the CONTRACTOR, but no action taken by CITY hereunder shall affect any of the other rights or remedies of CITY granted by this Agreement or by law or otherwise relieve the CONTRACTOR or the CONTRACTOR'S surety from any consequences or liabilities arising from such acts or omissions.

14.5 Upon termination or expiration, any compensation payable by CITY to CONTRACTOR shall be withheld until all Reports and documents are provided to CITY pursuant to Article 16 of this Agreement.

14.6. Upon termination or expiration, the CITY shall not be liable to CONTRACTOR for any additional compensation, consequential or incidental damages, lost profits, or any other compensation, beyond the compensation structure specifically provided for in this Agreement.

14.7 Upon termination or expiration of this Agreement and all renewals and extensions of it, CONTRACTOR will return the Facilities to CITY in the same condition as it was upon the effective date of this Agreement, ordinary wear and tear excepted. Equipment and other

personal property purchased by CONTRACTOR for use in the operation or maintenance of the Services shall remain the property of CONTRACTOR upon termination of this Agreement unless the property was directly paid for by CITY or CITY specifically reimbursed CONTRACTOR for the cost incurred to purchase the equipment or personal property or this Agreement provides to the contrary.

ARTICLE 15

EVENT OF DEFAULT

In the absence of Unforeseen Circumstances, the following shall constitute default and give the CITY or the CONTRACTOR the right to terminate this Agreement for cause, without payment to CONTRACTOR for Services or the provision of services to the CITY beyond date of termination:

15.1 Should the CITY or CONTRACTOR persistently fail to perform the Services required under this Agreement, or materially and repeatedly cause the work to be rejected as defective; cause any material portion of the Facilities to be rejected by any governmental entity; persistently fail or refuse to promptly make any or all necessary repairs, including repairing work found to be defective; or

15.2 Should the CITY or CONTRACTOR become insolvent, be declared bankrupt, make an assignment for the benefit of creditors, or fail to pay Subcontractors or suppliers promptly in accordance with the terms of its Subcontractors; or

15.3 Should the CITY or CONTRACTOR fail to pay required taxes (unless being disputed pursuant to Applicable Laws), or fail to maintain required insurances and guarantees, or otherwise fail to pay any of its material obligations under this Agreement, or otherwise repudiates the terms of this Agreement.

15.4 Upon default by the City or CONTRACTOR, the CITY or CONTRACTOR may terminate the Agreement provided that written notice of such default is first provided and the default is not cured or corrected within sixty (60) calendar days of receipt of such notice. In the event that the nature of the default cannot be cured within a sixty (60) day period, then the CITY or CONTRACTOR may, at its sole discretion, extend the cure period to such time as the breach could reasonably be cured.

15.5 If and when any default of this Agreement occurs, the CITY or CONTRACTOR may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the CITY or CONTRACTOR. Nothing contained in this Agreement shall limit the CITY or CONTRACTOR from pursuing any legal or equitable remedies that may apply.

ARTICLE 16

TRANSITION/PHASE-OUT PERIOD

16.1 In the event of termination or expiration, CONTRACTOR and the CITY shall

cooperate in good faith in order to effectuate a smooth and harmonious transition from CONTRACTOR to the CITY, or to any other person or entity the CITY may designate and to maintain during such period of transition the same scope of Services provided to the CITY pursuant to the terms of the Agreement.

16.2 CONTRACTOR will take all reasonable and necessary actions to transfer all books, records and data of the CITY in its possession in an orderly fashion to either the CITY or its designee in a hard copy and computer format.

16.3 Upon completion of the transition period and in further event that the CITY is unable to procure the same level of Services through its own means at such time of termination or expiration, the then pending term of this Agreement shall be extended by the written request of the CITY Manager and agreement by the CONTRACTOR in 120 day increments or until the CITY is capable of rendering such Services.

16.4 The compensation to be paid during this period shall be prorated pursuant to Article 6 upon termination or expiration.

ARTICLE 17 **PAYMENT AND PERFORMANCE BOND**

17.1 Within fifteen (15) calendar days after commencement of contract and in any event prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR, Section 223.10, Section 223.11). Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: A to A+.

17.2 Two (2) separate bonds are required, and both must be approved by the CITY. The penal sum stated in each bond shall be the amount equal to the total annual amount payable under the terms of the contract. The performance bond shall be conditioned that the CONTRACTOR perform the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the CONTRACTOR promptly make payments to all

persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said Contract which the CITY may be required to make under the law

17.3 Maintenance of said bond and the performance by Contractor of all of the obligations under this paragraph shall not relieve Contractor of liability under the default provisions set forth in this Contract or from any other liability as a result of any breach hereunder. The performance Bond may be "called" in the event of any default hereunder by Contractor. The calling of the Bond shall in no manner restrict or preclude any additional or further remedies available to City against Contractor for breach, default or damages hereunder.

ARTICLE 18

CONTRACT DOCUMENTS

The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Agreement as though physically attached as a part thereof:

18.1 Change Orders

18.2 Contract for Operations and Maintenance

18.3 Exhibits to this Agreement

18.4 The documents listed above shall be incorporated into this Agreement (except as expressly noted otherwise above).

18.5 There are no Contract Documents other than those listed above in this Article.

ARTICLE 19

RECORDS/RIGHT TO INSPECT AND AUDIT

19.1 Ownership of all documents, including but not limited to drawings, as-builts, plans and specifications and related computerized documents utilized or prepared by the CONTRACTOR in the performance of the Services shall remain with the CITY. The CONTRACTOR, any Subcontractors or Supplier or other person or organization performing or furnishing any of the Services under a direct or indirect Agreement with the CITY shall not reuse any documents without the prior written consent of the CITY.

19.2 Upon termination or expiration of the Agreement, CONTRACTOR shall take all reasonable and necessary actions to transfer all records, including but not limited to, books, logs, data reports, receipts of the CITY in its possession in an orderly fashion to either the

CITY or its designee in a hard copy and computer format.

19.3 CONTRACTOR shall maintain exact duplicate copies of all written correspondence, electronic mail, records of conversation, receipts, and reports related to the operation and maintenance of the Facilities, and all records retention requirements outlined in the Permit in an organized manner in an obvious and readily accessible location at the Facilities and available for inspection at any time.

19.4 CITY reserves the right to review all documents in draft form prior to CONTRACTOR'S submittal to the regulatory agency and be copied on all final documents submitted.

19.5 CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, CONTRACTOR shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The CITY shall have the right to immediately terminate this Agreement for the refusal by the CONTRACTOR to comply with Chapter 119, Florida Statutes. The CONTRACTOR shall retain all records associated with this Agreement for a period of five (5) years from the date of expiration of this Agreement.

19.6 CITY reserves the right to audit the records (pertaining to this project) of CONTRACTOR at any time during the performance and term of the Agreement and for a period of three (3) years after termination or expiration of this Agreement. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract. If an auditor determines that the CONTRACTOR was

paid for Services not performed or paid in excess of materials provided, the CONTRACTOR shall reimburse the CITY for such overpayment.

ARTICLE 20
EMERGENCIES AND HURRICANE PREPAREDNESS

CONTRACTOR shall prepare and update an Emergency Preparedness Plan for the Facilities. CONTRACTOR shall provide resources for responding to emergency situations on a 24-hour basis and in accordance with the CONTRACTOR'S Emergency Preparedness Plan, if applicable.

20.1 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR is obligated to act in a timely manner and to use CONTRACTOR'S best efforts to prevent threatened damage, injury or loss. CONTRACTOR shall give CITY prompt written notice if CONTRACTOR believes that any significant changes in the Facilities or variations from the Contract Documents have been caused thereby or are required as a result thereof. CONTRACTOR shall be responsible for providing first aid and medical care in accordance with applicable laws and regulations.

20.2 CONTRACTOR shall use best efforts to secure or remove from the Facilities, prior to a storm event, any materials or equipment which could cause bodily injury, damage to the CITY'S installations and/or public or private property or that may result in a loss of equipment or supplies. Site excavations shall be required to be secured and/or backfilled. In the event of the issuance of a storm warning, the CITY will attempt to notify the CONTRACTOR, however, the CONTRACTOR is responsible for preparing for a storm event. The CONTRACTOR shall take the necessary precautions to protect the walking and motoring public from harm due to CONTRACTOR'S work activity.

20.3 CITY'S REPRESENTATIVE may, but is not required to, order the Services to be stopped if a condition of imminent danger exists. Nothing shall be constructed to shift responsibility or risk of loss for injuries and/or damages, cost of stoppage or delay of work, from the CONTRACTOR to the CITY. The CONTRACTOR shall remain solely and exclusively responsible for compliance with all safety requirements and the safety of all persons and property at the Facilities.

20.4 In any emergency threatening the safety of persons or property, CONTRACTOR may act without written amendment or change order, at CONTRACTOR reasonable discretion, to prevent threatened damage, injury or loss, CITY shall compensate CONTRACTOR for any such emergency work notwithstanding the lack of a written amendment. Such compensation includes CONTRACTOR's direct costs for the emergency work plus a reasonable mark-up of seven and one-half percent (7.5%) for overhead and profit.

20.5 CONTRACTOR shall be responsible for any hazardous environmental conditions created by the CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible. If CONTRACTOR encounters a hazardous environmental

condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a hazardous environmental condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all performance of Services in connection with such condition and in any area affected thereby; and (iii) notify CITY and immediately thereafter confirm such notice in writing.

20.6 During such periods of time as are designated by the United States Weather Service as being a hurricane watch or warning, or in the event of another emergency affecting the safety or protect of persons, the Facilities, or property adjacent thereto, or to avoid imminent environmental contamination, CONTRACTOR, at no cost to the CITY and without special instruction or authorization from CITY, shall take all precautions necessary to respond to all threatened events and to prevent or minimize such threatened damage, injury or loss. If this precautionary work requires labor and equipment beyond the scope work required as part of the Annual Fee, the CONTRACTOR will be reimbursed and shall assist the CITY to obtain reimbursement by FEMA. Such compensation includes CONTRACTOR's direct costs for the emergency work plus a reasonable mark-up of seven and one-half (7.5%) for overhead and profit.

20.7 Compliance with any hurricane watch or warning precautions specific to the Broward County area, initial damage assessment, and limited clearing of the right of way to allow for emergency response vehicles to gain access and to perform an initial damage assessment required as a result of a natural disaster, catastrophic or emergency response event will be considered part of the contract responsibilities, and the CONTRACTOR will not receive any additional compensation.

20.8 In the event of any emergency condition involving the Facilities which is found by the CITY to present a significant, immediate danger to public health, whether the cause of CONTRACTOR or otherwise, and CONTRACTOR is either unable or unwilling to correct such condition, CITY may replace CONTRACTOR without notice during the emergency condition, provided that at the conclusion of any condition, CONTRACTOR shall be reinstated by CITY. Provided further, however, that CITY shall not be obligated to reinstate CONTRACTOR at the conclusion of the emergency condition and may terminate this Agreement if CONTRACTOR'S inability or unwillingness to correct such condition itself constitutes grounds for termination of this Agreement as provided under Article 14. CONTRACTOR shall not be entitled to any compensation for the time in which it was removed.

20.9 If the emergency condition is found to have been caused by the fault, action, inaction, omission or negligence of CONTRACTOR, CONTRACTOR shall be liable for the costs incurred by CITY in replacing CONTRACTOR, remedying the emergency condition, and repairing any damage caused thereby, or making compensation to CITY or other governmental entity, the Facilities, or any effected third party.

20.10 The CONTRACTOR will assist the City with the preparation of any documentation to pursue claims of any emergency reimbursement in response to a natural disaster.

ARTICLE 21
ASSIGNMENT/SUBCONTRACTS

21.1 No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

21.2 The obligations undertaken by CONTRACTOR pursuant to the Agreement shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of the Agreement by CONTRACTOR and the CITY may, at its discretion, cancel the Agreement and all rights, title and interest of CONTRACTOR without any further notice.

21.3 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement.

ARTICLE 22
SEVERABILITY

22.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

ARTICLE 23
REMEDIES

23.1 If and when any default of this Agreement occurs, the CITY or CONTRACTOR may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the CITY or CONTRACTOR. Nothing contained in this Agreement shall limit the CITY or CONTRACTOR from pursuing any legal or equitable remedies that may apply.

ARTICLE 24
COUNTERPARTS

24.1 This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which when executed shall be deemed 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.

ARTICLE 25

NOTICES

25.1 Whenever any party is required to give or deliver any notice to any other party under this Agreement, or desires to do so, such notices shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, sent via registered or certified mail with postage prepaid return receipt requested, or by private postal service, addressed to the parties below:

CONTRACTOR: Bobby Van Saun
DeAngelo Contracting Services, LLC
100 North Conahan Drive
Hazelton, PA 18201-7355
Telephone: 239-789-9699

COPY TO: Joseph G Ferguson General Counsel
DeAngelo Contracting Services, LLC
100 North Conahan Drive
Hazleton PA 18201-7355
Telephone: 570-401-6006

FOR CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th 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

ARTICLE 26

INDEPENDENT CONTRACTOR

26.1 CONTRACTOR is and shall remain an independent contractor and is not an employee or agent of the CITY. Services provided by CONTRACTOR shall be by employees of CONTRACTOR working under the supervision and direction of CONTRACTOR and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the CITY. CONTRACTOR agrees that it is a separate and independent enterprise from the CITY.

26.2. CONTRACTOR shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with CONTRACTOR. This Agreement shall not be construed as creating any joint employment relationship between CONTRACTOR and the CITY, and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime payments.

ARTICLE 27
JURISDICTION AND VENUE

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

ARTICLE 28
ATTORNEYS' FEES

28.1 If either the CITY or CONTRACTOR is required to enforce the terms of the Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

ARTICLE 29
ENTIRE AGREEMENT/MODIFICATION/AMENDMENT

29.1 This Agreement contains the entire Agreement between the CITY and the CONTRACTOR and supersedes all prior or contemporaneous communications, representations, understandings or agreements. This Agreement may only be amended or modified by the prior written approval of the parties or by execution of a Change Order.

ARTICLE 30
CUMULATIVE REMEDIES

30.1 The duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Applicable Laws or by special warranty or guarantee, or by other provisions of the Agreement, and the provisions of this paragraph will be as effective as if repeated specifically in the Agreement in connection with each particular duty, obligation, right, and remedy to which they apply.

ARTICLE 31
SURVIVAL OF OBLIGATIONS

31.1 All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive expiration or termination of the Agreement.

ARTICLE 32
ADVERTISING

32.1 No advertising shall be permitted upon any part of the site or structures located on the site. News or press releases pertaining to the Services, work product(s), or performance of CONTRACTOR under this Agreement or the Services to which it relates shall be at the sole discretion of CITY.

ARTICLE 33
BINDING AUTHORITY

33.1 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.

ARTICLE 34
HEADINGS

34.1 Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

ARTICLE 35
EXHIBITS

35.1 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.

ARTICLE 36
SCRUTINIZED COMPANIES

36.1 DCS, 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 Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- a. Any amount if, at the time of 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 s. 215.4725 or is engaged in a boycott of Israel; or
- b. 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
 - 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 s. 215.473; or
 - 2. Is engaged in business operations in Syria.

36.1.1 By submitting a bid, proposal or response, the company, 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 the Iran Petroleum Energy Sector List or is engaged in business operations in Syria.

ARTICLE 37
E-VERIFY

DCS 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.

37.1 Definitions for this Section:

37.1.1 “Contractor” 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. “Contractor” includes, but is not limited to, a vendor or consultant. For purposes of this Article, “Contractor” shall mean DCS.

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

37.1.3 “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.

37.1.4 “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.

37.2 **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:

37.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

37.2.2 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

37.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "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.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below:

Brenda Seerank
Witness

Brenda Seerank
Print Name

[Signature]
Witness

JOHN J. HOGAN
Print Name

ATTEST:

Marlene Graham, City Clerk

Approved as to form and legal sufficiency,
subject to execution by the parties:

By: _____
Samuel S. Goren, City Attorney

DEANGELO CONTRACTING SERVICES, LLC.

By: _____

Print Name: Jarrod DeAngelo

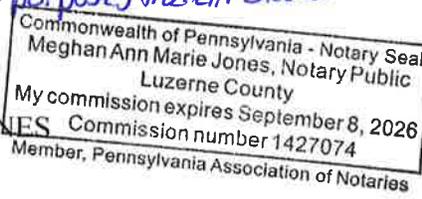
Title: President

Date: 3/15/24

On this 15th day of March, 2024 before me, personally appeared Jarrod DeAngelo to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same for the purposes therein stated.

Meghan Ann Marie Jones

CITY OF PEMBROKE PINES



By: _____
Frank C. Ortis, Mayor

Date: _____

By: _____
Charles F. Dodge, City Manager

Date: _____

CITY OF PEMBROKE PINES

ROAD OWNERSHIP MAP

ZONE - 1



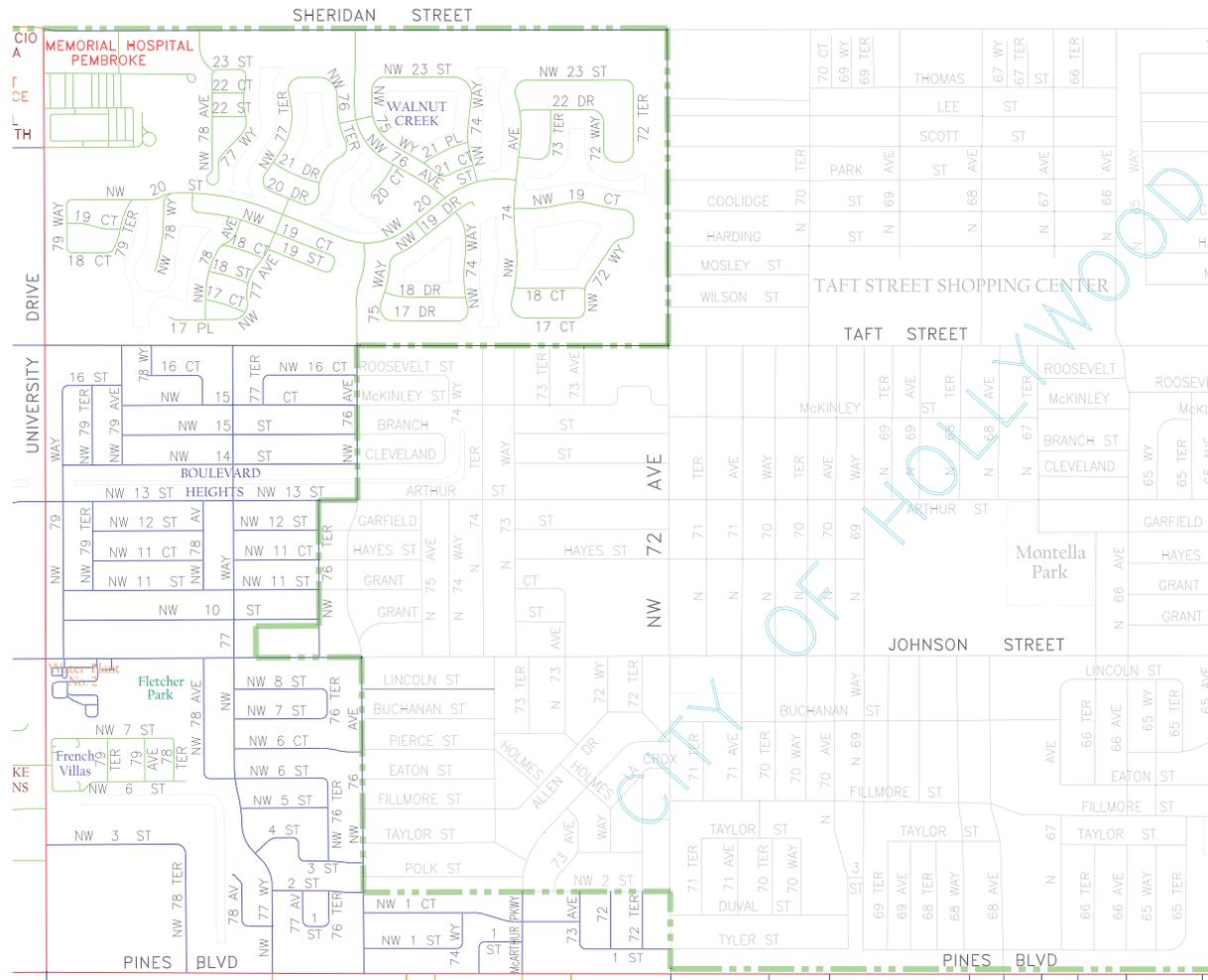
LEGEND OF STREET OWNERSHIP

- - - - CITY BOUNDARY
- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

CITY OF PEMBROKE PINES

ROAD OWNERSHIP MAP

ZONE - 2

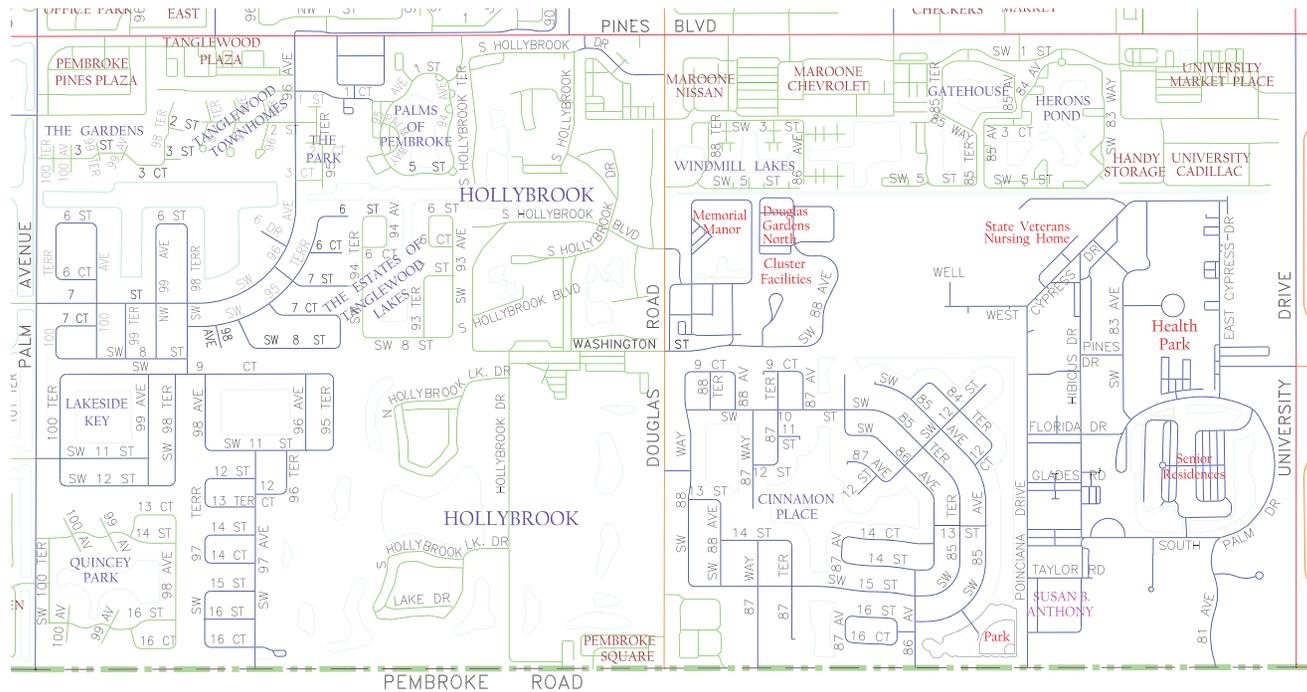


- LEGEND OF STREET OWNERSHIP**
- CITY BOUNDARY
 - CITY OWNED (PUBLIC)
 - SHARED OWNERSHIP
 - FEDERAL
 - STATE
 - COUNTY
 - PRIVATE

CITY OF PEMBROKE PINES

ROAD OWNERSHIP MAP

ZONE - 3



LEGEND OF STREET OWNERSHIP

- CITY BOUNDARY
- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

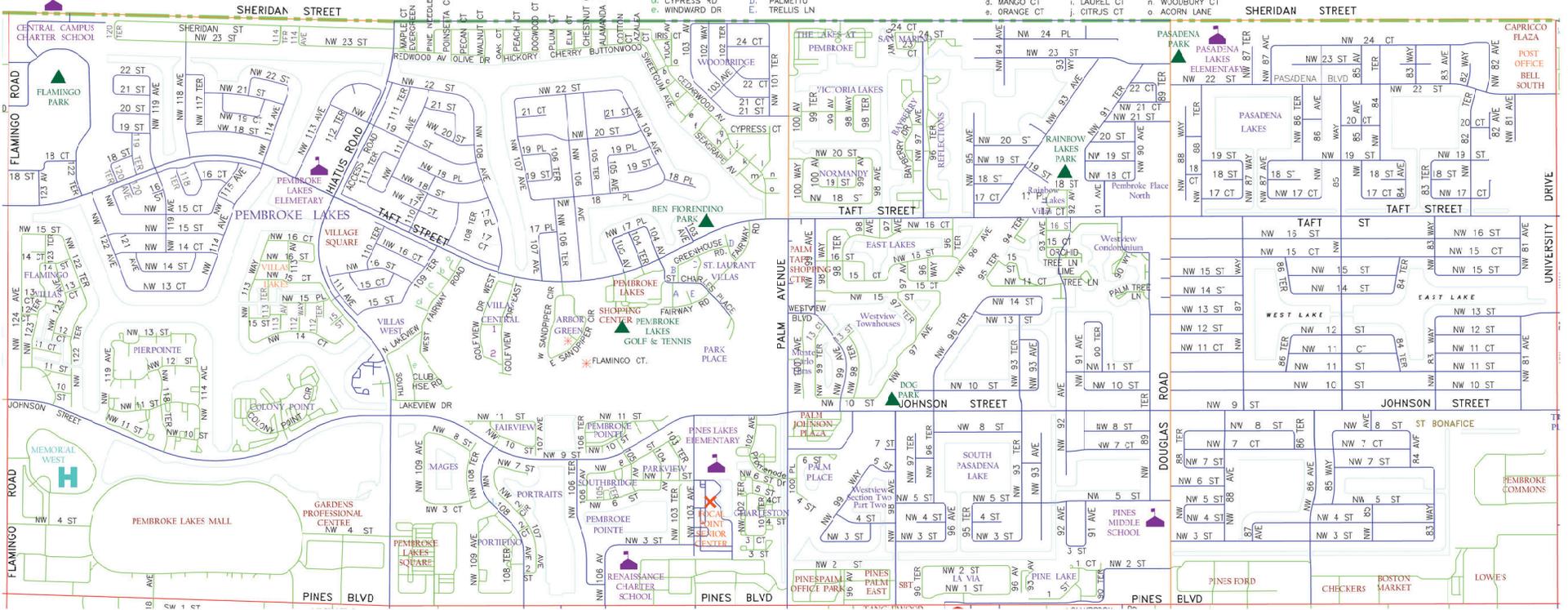
CITY OF PEMBROKE PINES

ROAD OWNERSHIP MAP

ZONE - 4



- | | | | |
|--------------------|--------------------|-----------------------|-------------------|
| VILLAS WEST | VILLAS EAST | VILLAS CENTRAL | CEDARWOODS |
| 1. PINE TREE LA | A. LAGUNA LN | 1. GOLVIEV DR. NORTH | f. JASMINE CT |
| 2. CEDAR LA | B. RUE VENDOME | 2. GOLVIEV DR. SOUTH | g. HOLY CT |
| 3. BIRCHWOOD PL | C. HAMMOCK | | h. FIG CT |
| 4. CYPRESS RD | D. PALMETTO | | i. JUNPER CT |
| 5. WINDWARD DR | E. TRELLIS LN | | j. MANGO CT |
| | | | k. ORANGE CT |
| | | | l. LAUREL CT |
| | | | m. BUTTERCUP CT |
| | | | n. WOODBURY CT |
| | | | o. ACORN LANE |

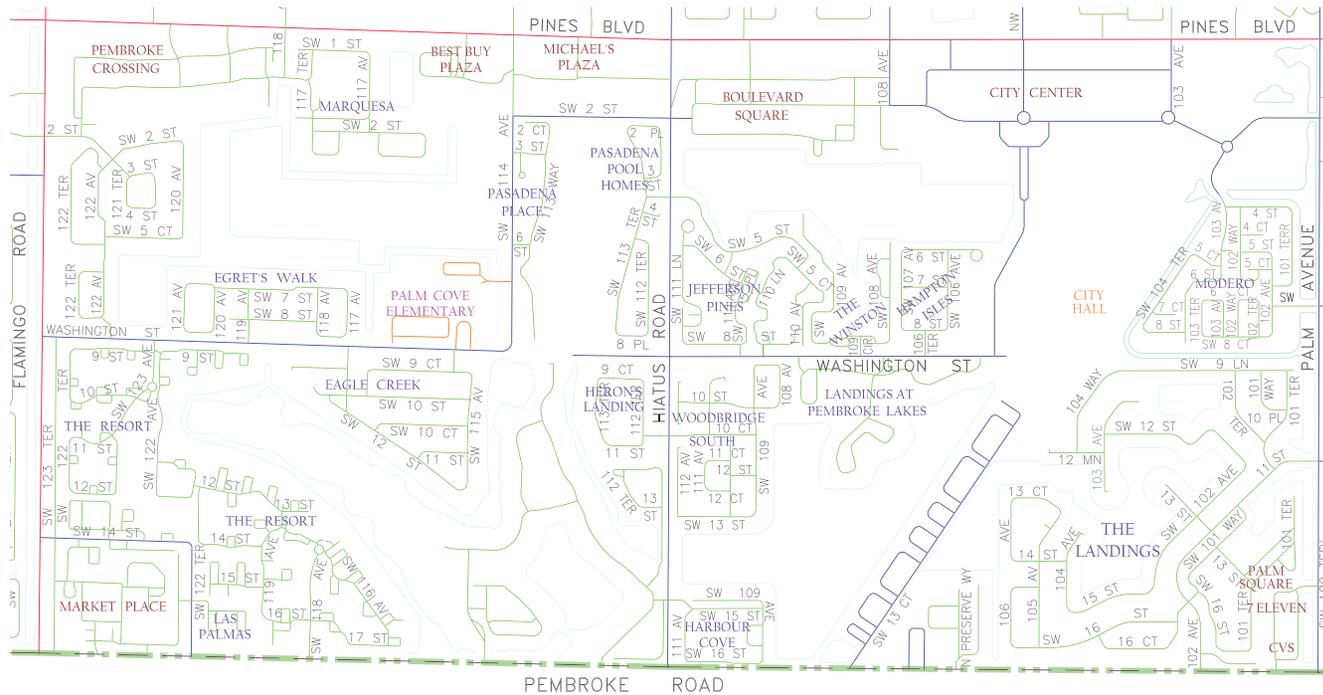


- LEGEND OF STREET OWNERSHIP**
- CITY BOUNDARY
 - CITY OWNED (PUBLIC)
 - SHARED OWNERSHIP
 - FEDERAL
 - STATE
 - COUNTY
 - PRIVATE

CITY OF PEMBROKE PINES

ROAD OWNERSHIP MAP

ZONE - 5



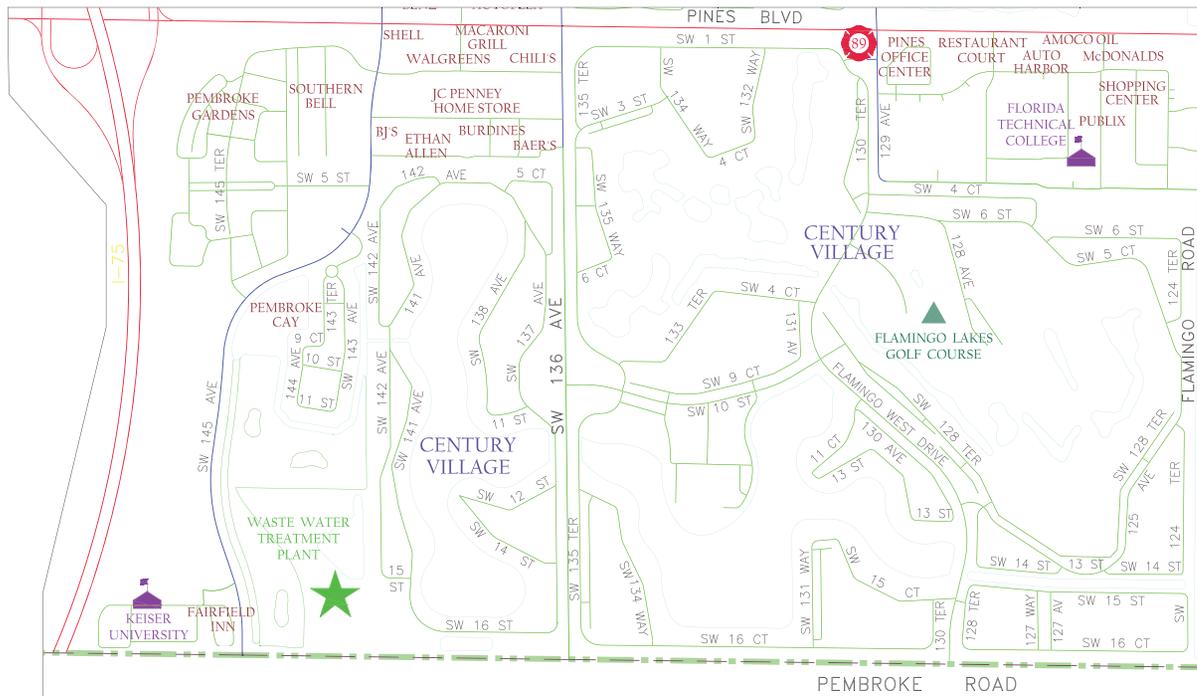
LEGEND OF STREET OWNERSHIP

- CITY BOUNDARY
- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

CITY OF PEMBROKE PINES

ROAD OWNERSHIP MAP

ZONE - 6



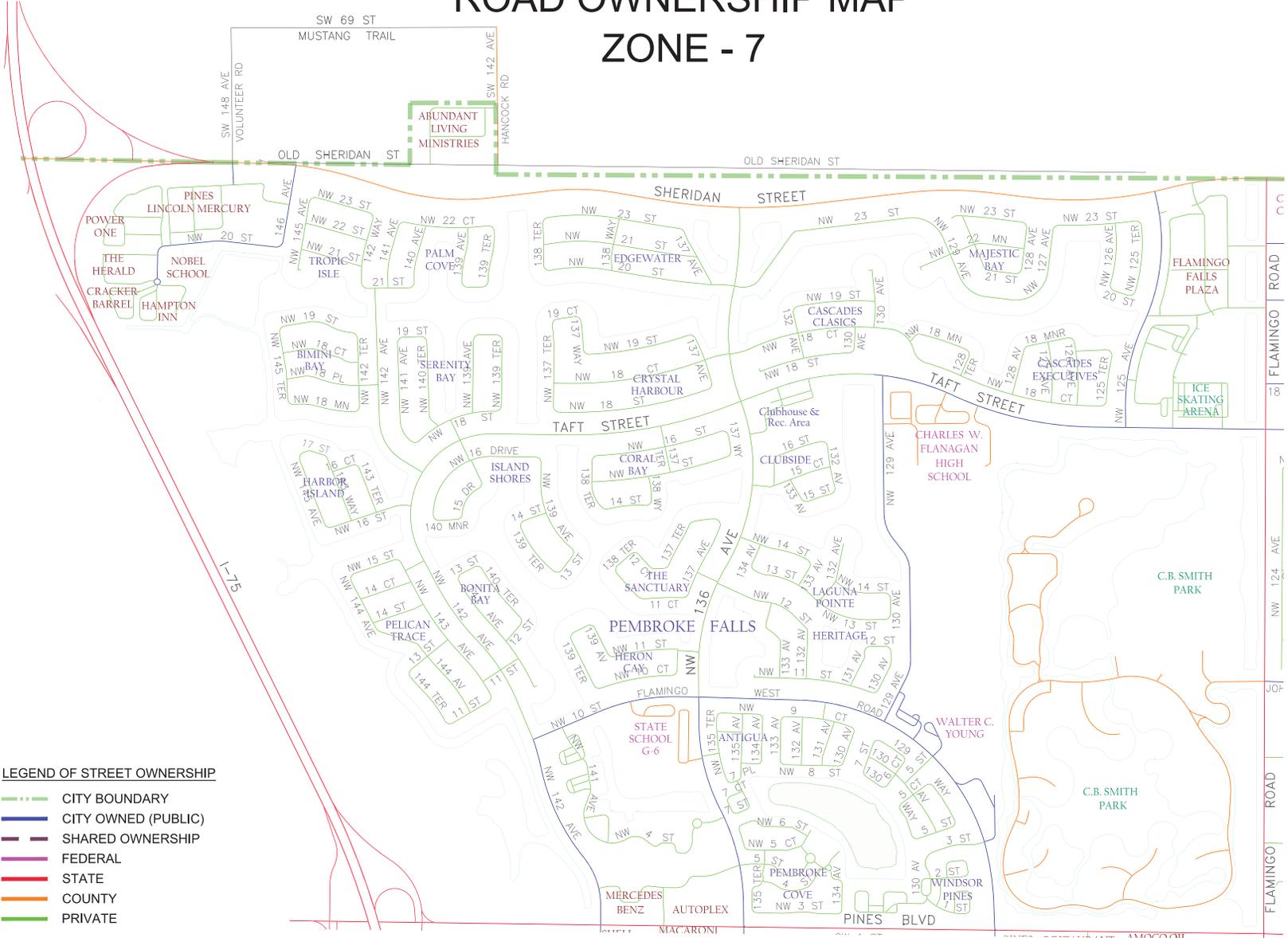
LEGEND OF STREET OWNERSHIP

- CITY BOUNDARY
- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

CITY OF PEMBROKE PINES

ROAD OWNERSHIP MAP

ZONE - 7



- LEGEND OF STREET OWNERSHIP**
- - - CITY BOUNDARY
 - CITY OWNED (PUBLIC)
 - - - SHARED OWNERSHIP
 - FEDERAL
 - STATE
 - COUNTY
 - PRIVATE



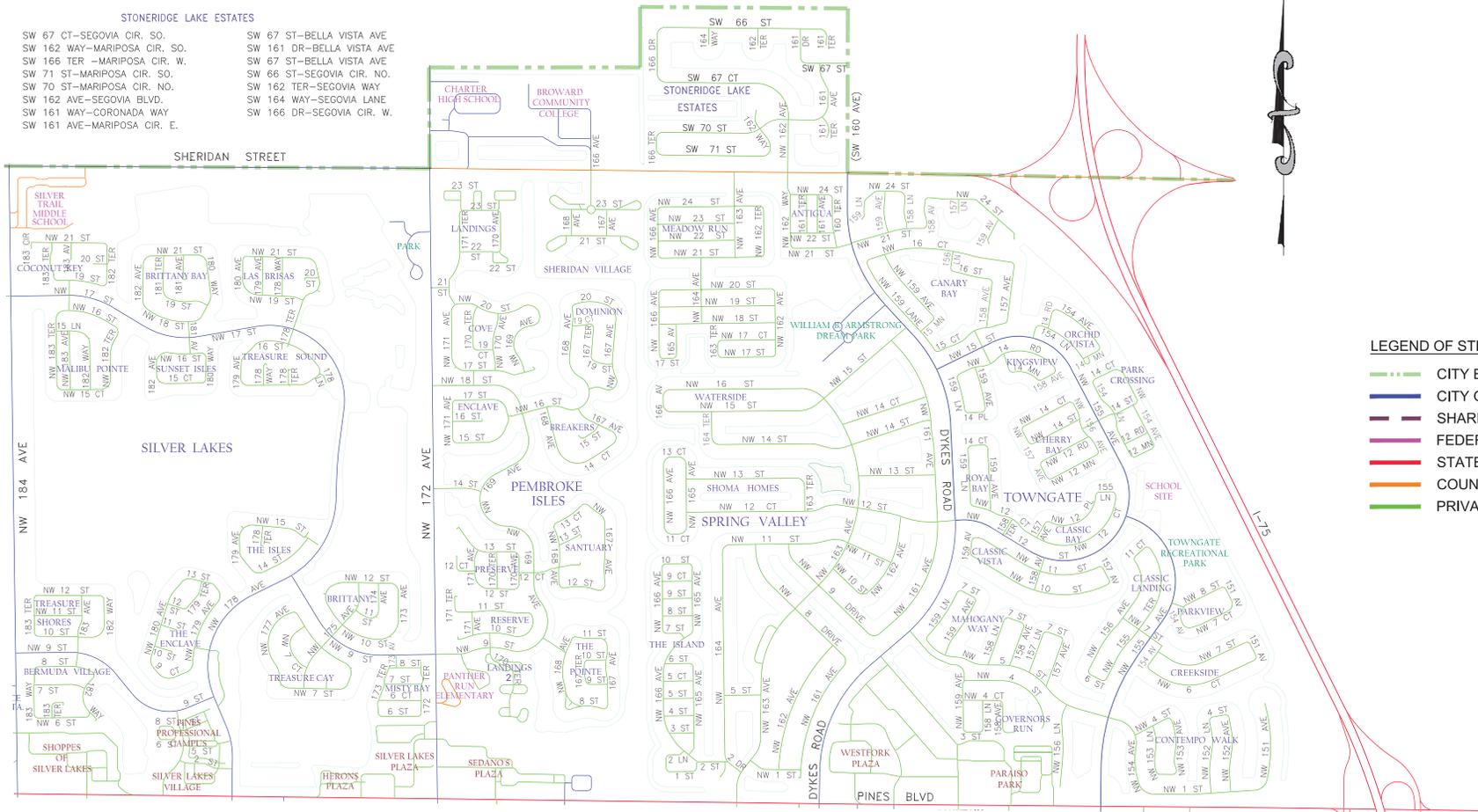
CITY OF PEMBROKE PINES

ROAD OWNERSHIP MAP

ZONE - 8



STONERIDGE LAKE ESTATES
 SW 67 CT-SEGOVIA CIR. SO.
 SW 162 WAY-MARIPOSA CIR. W.
 SW 166 TER-MARIPOSA CIR. W.
 SW 71 ST-MARIPOSA CIR. SO.
 SW 70 ST-MARIPOSA CIR. NO.
 SW 162 AVE-SEGOVIA BLVD.
 SW 161 WAY-CORONADA WAY.
 SW 161 AVE-MARIPOSA CIR. E.
 SW 67 ST-BELLA VISTA AVE.
 SW 161 DR-BELLA VISTA AVE.
 SW 67 ST-BELLA VISTA AVE.
 SW 66 ST-SEGOVIA CIR. NO.
 SW 162 TER-SEGOVIA WAY.
 SW 164 WAY-SEGOVIA LANE.
 SW 166 DR-SEGOVIA CIR. W.



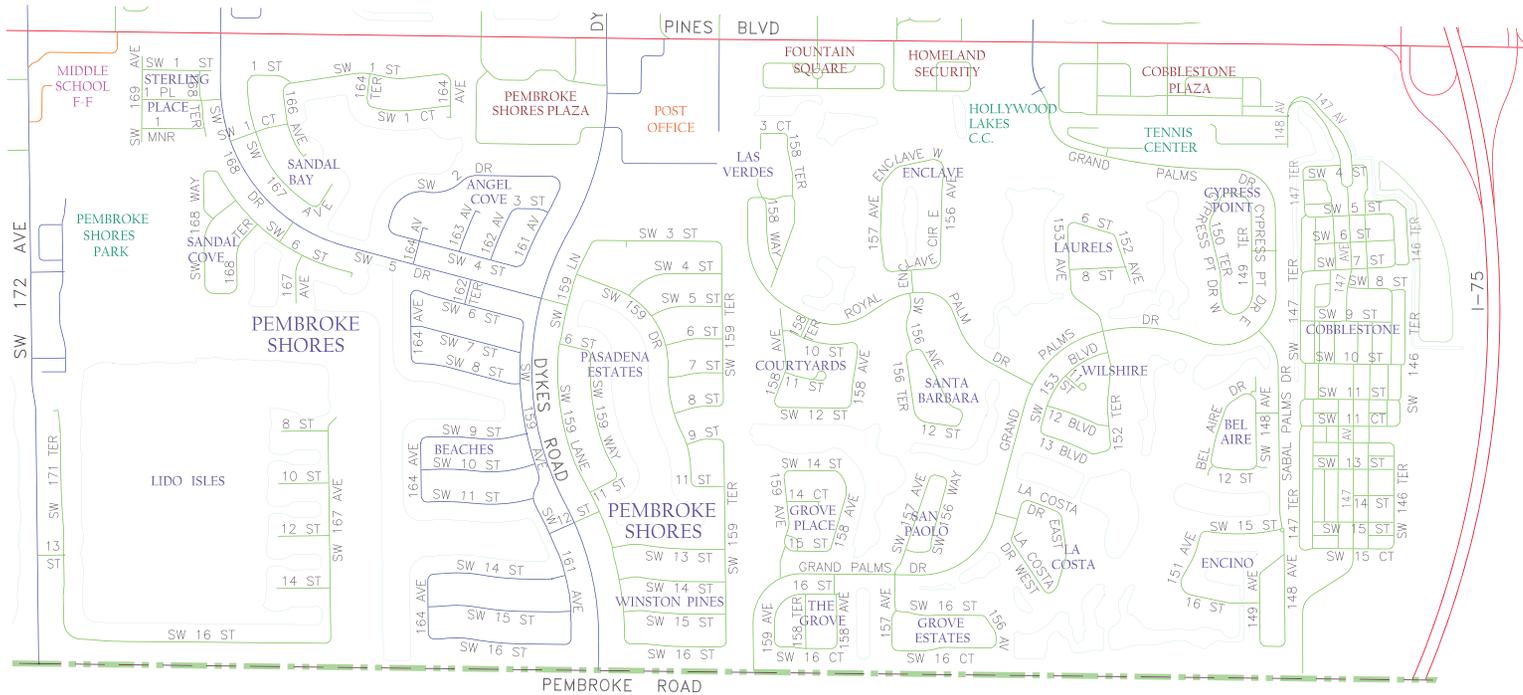
LEGEND OF STREET OWNERSHIP

- CITY BOUNDARY
- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

CITY OF PEMBROKE PINES

ROAD OWNERSHIP MAP

ZONE - 9



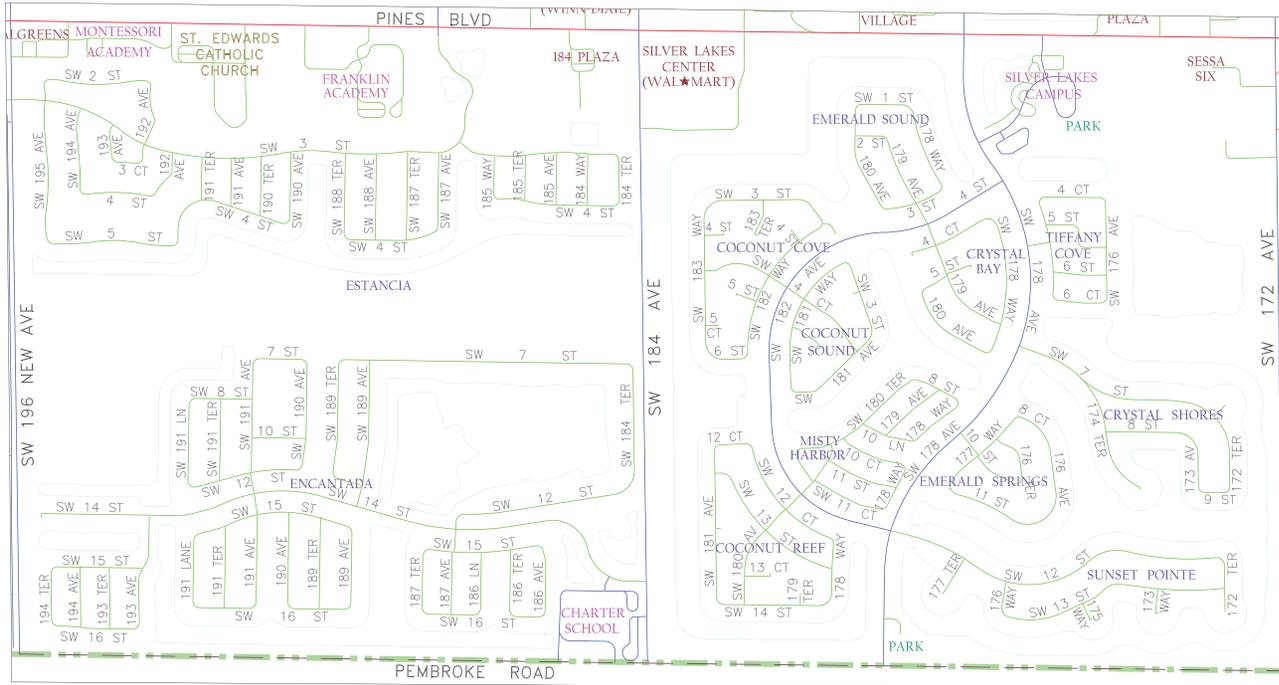
LEGEND OF STREET OWNERSHIP

- CITY BOUNDARY
- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

CITY OF PEMBROKE PINES

ROAD OWNERSHIP MAP

ZONE - 10



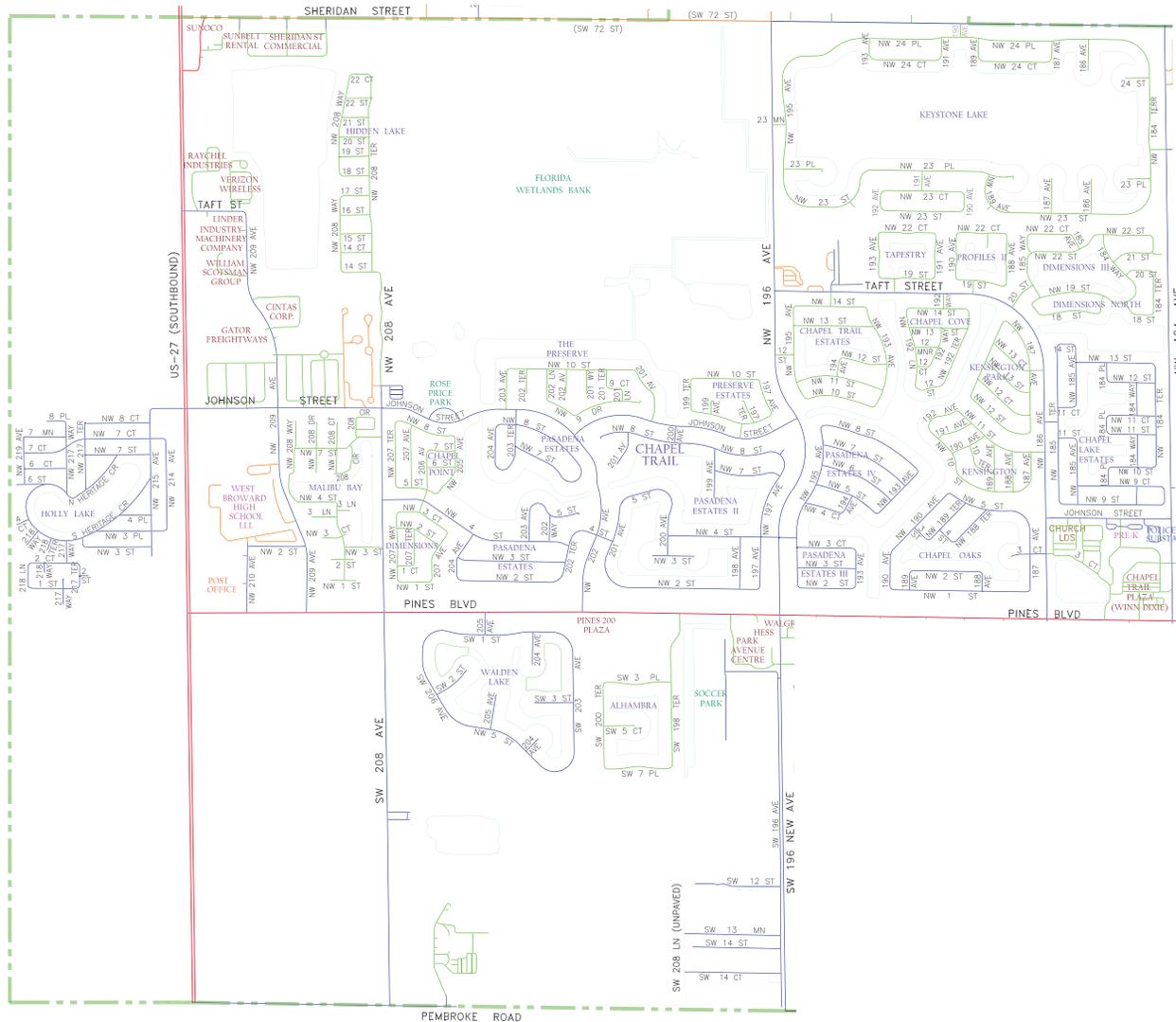
LEGEND OF STREET OWNERSHIP

- CITY BOUNDARY
- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

CITY OF PEMBROKE PINES

ROAD OWNERSHIP MAP

ZONE - 11



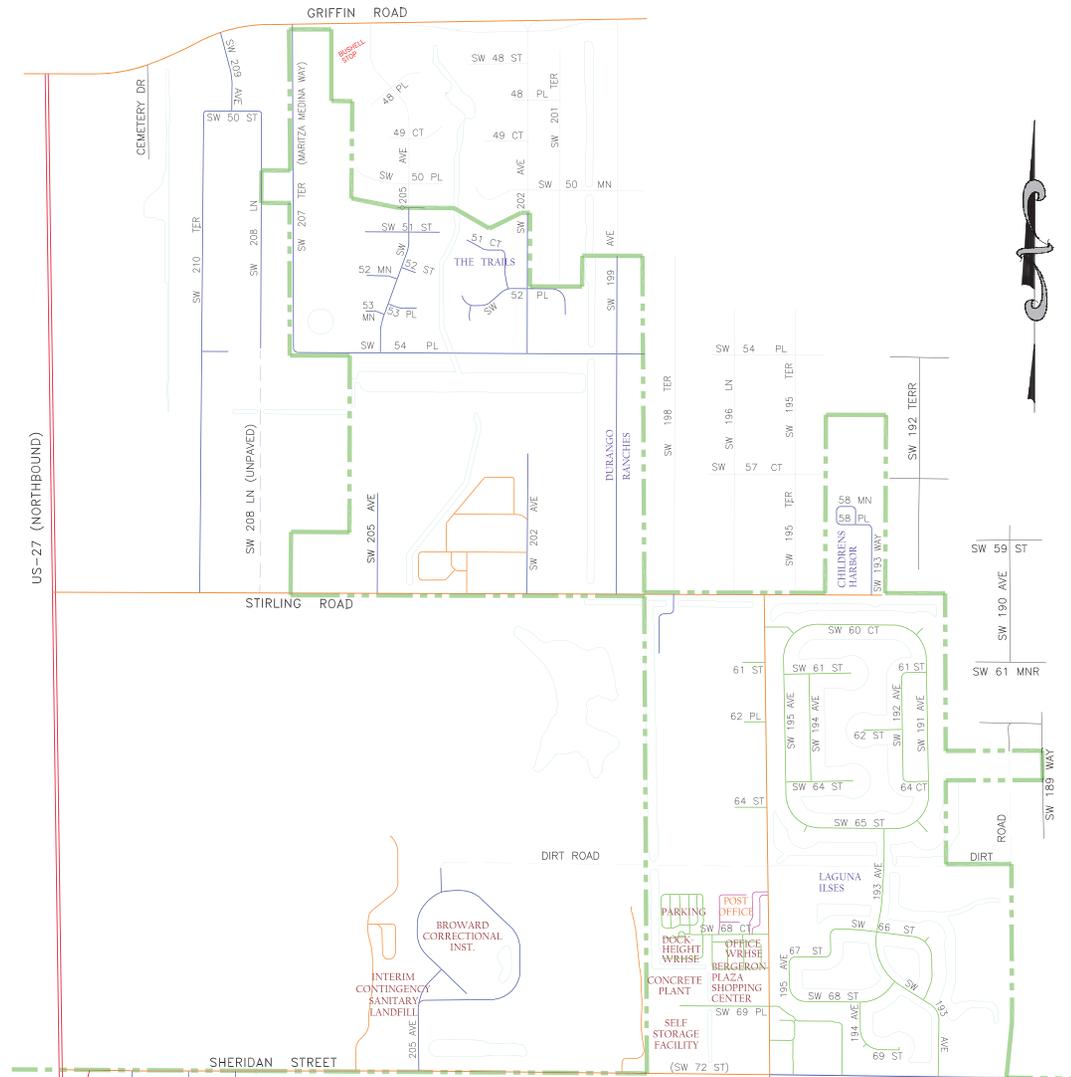
LEGEND OF STREET OWNERSHIP

- CITY BOUNDARY
- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

CITY OF PEMBROKE PINES

ROAD OWNERSHIP MAP

ZONE - 12

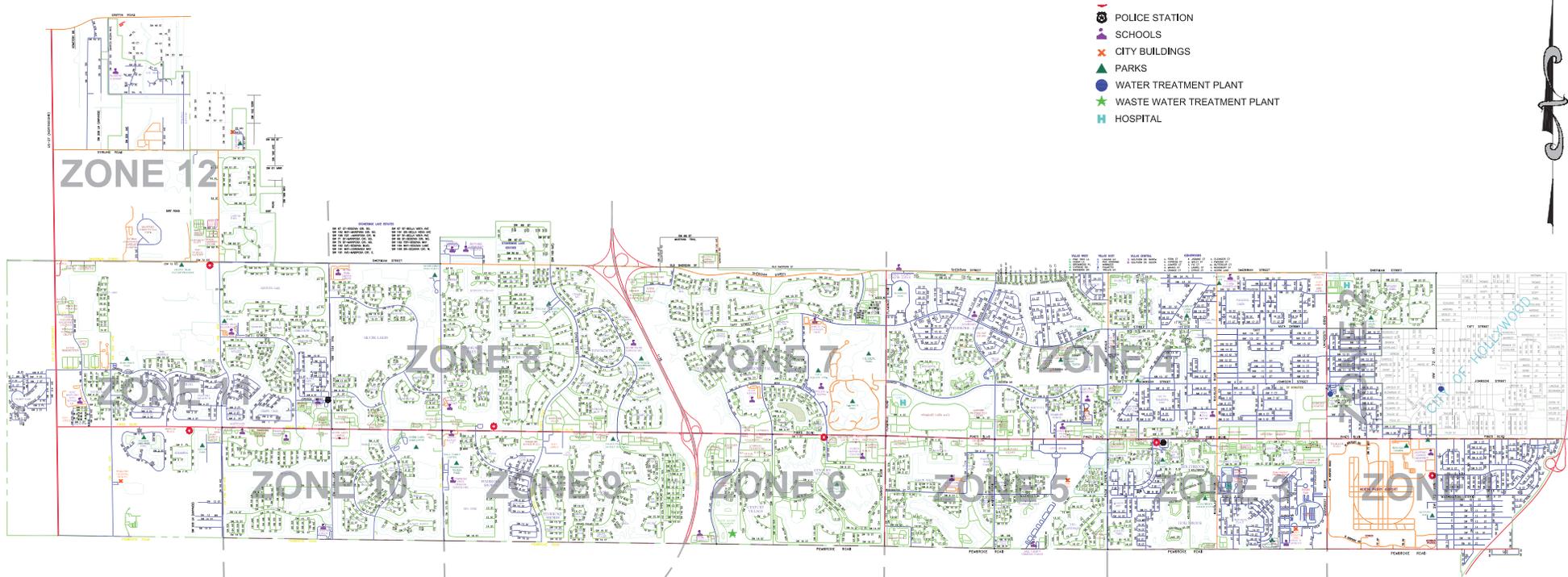


- LEGEND OF STREET OWNERSHIP**
- - - CITY BOUNDARY
 - CITY OWNED (PUBLIC)
 - - - SHARED OWNERSHIP
 - FEDERAL
 - STATE
 - COUNTY
 - PRIVATE

CITY OF PEMBROKE PINES

ROAD OWNERSHIP MAP

OVERALL MAP



- POLICE STATION
- SCHOOLS
- CITY BUILDINGS
- PARKS
- WATER TREATMENT PLANT
- WASTE WATER TREATMENT PLANT
- HOSPITAL

LEGEND OF STREET OWNERSHIP

- CITY BOUNDARY
- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

File Name: S:\Engineering\MapS\Road Ownership Map\Road Ownership Map.dwg (Plotted by: Dorcas, Mike, on Wednesday, August 16, 2023 2:07:58 PM)

UPDATED:08/16/2023

Exhibit B

ROADS TO RECEIVE MONTHLY STREETSWEEPING

To include all medians, curbs, turn lanes, and intersection diamonds in all directions (northbound, southbound, eastbound, & westbound), unless otherwise noted.

1. Sheridan Street from US 27 to University Drive
2. Sheridan Street from University Drive to 72nd Avenue, eastbound only
3. Taft Street from 129th Avenue to 72nd Avenue
4. Johnson Street from US 27 to 196th Avenue
5. Johnson Street from Flamingo to University
6. Pines Boulevard from US 27 to the Turnpike
7. Pembroke Road from US 27 to the Turnpike, westbound only
8. University Drive from Sheridan to Pembroke Road
9. Douglas Road from Sheridan to Pembroke Road
10. Palm Avenue from Sheridan to Pembroke Road
11. Hiatus Road from Sheridan to Pembroke Road
12. Flamingo Road from Sheridan to Pembroke Road
13. Dykes Road from Sheridan to Pembroke Road
14. 172nd from Sheridan to Pembroke Road
15. 178th from 184th to Pembroke Road
16. 184th from Sheridan to Pembroke Road
17. 196th from Stirling to Pembroke Road
18. 145th/142nd Avenue from NW 10th Street to Pembroke Road
19. 125th from Johnson to Pines Boulevard
20. 129th from Taft to Pines Boulevard
21. 136th/10th from 142nd to SW 4th Street
22. 186th Avenue from Taft to Pines Boulevard
23. 202nd Avenue from Johnson to Pines Boulevard
24. Holly Lake Mobile Home Park from US 27 to NW 3rd Street

Exhibit C

CITY OF PEMBROKE PINES FACILITY LIST

General Government

Charles F. Dodge Civic Center
601 City Center Way, 33025

Public Services
8301 South Palm Ave., 33025

Howard C. Foreman Health Campus
50-acre multiuse site on the NW corner
of University Drive and Pembroke Road

Police

Police Headquarters
9500 Pines Blvd., 33024

West District Station
18400 Johnson Street, 33029

Police Training Facility
1201 SW 208 Ave., 33029

Police Traffic Unit Storage
21451 Johnson Street, 33029

Fire

Fire Station #33
600 SW 72nd Avenue, 330224

Fire Station #69
9500 Pines Boulevard Bldg. B, 33024

Fire Station #89
13000 SW 1st Street, 33027

Fire Station #79
19900 Pines Boulevard, 33029

Fire Station #99
16999 Pines Boulevard, 33027

Fire Station #101
6057 SW 198th Terrace, 33332

Fire Training Facility
1101 SW 208th Avenue, 33029

Charter Schools

Academic Village Middle and High
17189 Sheridan Street, 33331

Central Campus Elementary and Middle
12350 Sheridan Street, 33026

East Elementary
10801 Pembroke Road, 33025

FSU Elementary
601 SW 172 Ave., 330029

West Campus Elementary and Middle
1680 SW 184th St., 33029

Community Services

The Carl Shechter Community Center
301 NW 103 Ave., 33026

Pines Point Senior Residence
401-501-601 NW 103 Ave., 33026

Utilities

Water Treatment Plant
7600 Johnson Street, 33024

Wastewater Treatment Plant
13955 Pembroke Road, 33027

Parks and Recreation

108th Kiddie Park
NW 108th Ave. & 19th St., 33026

111th Kiddie Park
NW 111th Ave. & 18th Place, 33026

Alhambra Park
100 SW 198th Terr., 33029

Art & Cultural Center
901 NW 129th Ave., 33025

Ashley Hale Park
NW 106th Terr. & NW 118th Place, 33026

Exhibit C

CITY OF PEMBROKE PINES FACILITY LIST

Ben Fiorendino Park
10201 Taft Street, 33026

Chapel Trail Park
19531 Taft Street, 33029

Chapel Trail Nature Preserve
19800 Sheridan Street, 33029

Cinnamon Place Park
Pembroke Road & SW 86th Ave., 33025

Craig Rupp K-9 Dog Park
9751 Johnson Street, 33026

Flamingo Park
1900 NW 122nd Terrace, 33026

John S. Fahey Park
NW 98th Ave & Johnson Street, 33026

Fletcher Park
7900 Johnson Street, 33024

Jack McCluskey Rainbow Lakes Park
NW 92nd Ave & NW 19th Street, 33026

Linear Park
Johnson Street & 98th Ave., 33026

Memorial Park
601 City Center Way, 33025

Pasadena Park
8815 Pasadena Blvd., 33024

Paul J. Maxwell Park
1200 SW 72nd Ave, 33023

Pembroke Fall Aquatic Center / YMCA
1361 N.W. 12th Avenue, 33028

Pembroke Lakes Golf & Tennis Center
10500 Taft Street, 33026

Pembroke Shores Park
501 SW 172nd Ave., 33029

Pines Recreation Center
7400 Pines Blvd., 33024

Raintree Park
Hiatus Rd & Washington Street, 33025

Rose G. Price Park
901 NW 208th Ave., 33029

Silver Lakes North Park
2300 N.W. 172nd Avenue, 33029

Silver Lakes South Park
17601 SW 2nd Street, 33029

Spring Valley Park
1700 NW 160th Avenue, 33028

Steven L. Josias Equestrian & Dog Park
5836 SW 193rd Way, 33029

Tanglewood Park
9500 SW 1st Street, 33026

Towngate Park
901 NW 155th Ave., 33028

Walden Lakes Park
20460 SW 1st Street, 33029

Walnut Creek Park
7701 Taft Street, 33024

West Pines Soccer Park & Nature Preserve
350 SW 196th Ave., 33029

William B. Armstrong Dream Park
1700 NW 160th Avenue, 33028

Village Community Center
6700 SW 13th Street, 33023

Exhibit D



Legend

Street Light Ownership

- **E** The Blue dots are customer (City) owned and maintained SL's
- **F** Yellow dots are FPL owned and maintained SL's
- **R** Red dots are Customer owned and maintained SL's. FPL would re-lamp (change bulb only)

Local Streets
 Major Roads
 Pembroke Pines Franchise
 Water

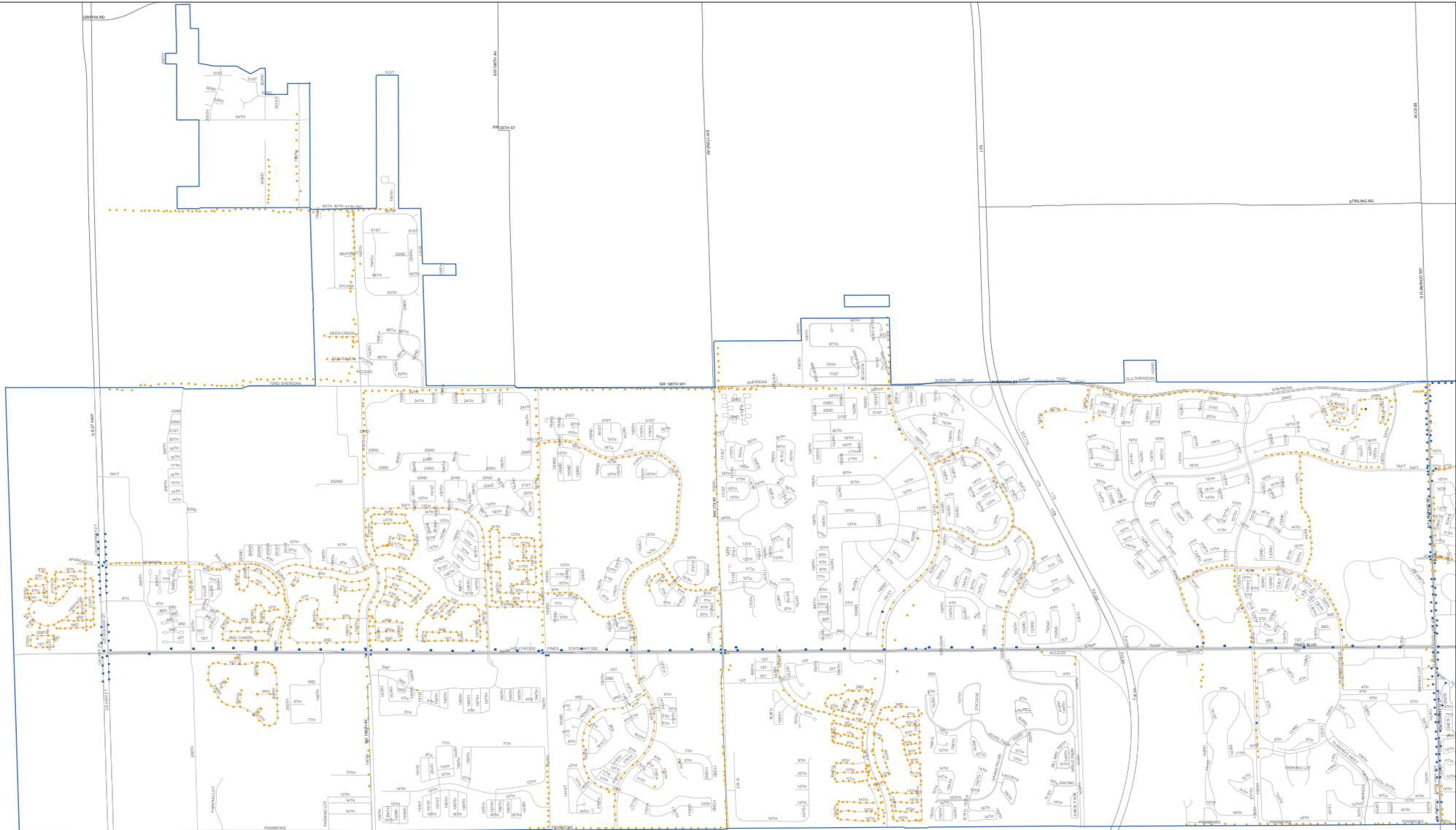
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 No expressed or implied warranties. The materials may contain inaccuracies. The user is warned to utilize at his/her own risk and the user assumes risk of any and all loss. All boundaries are approximate.

0 0.125 0.25 0.5 0.75 1 Miles



Pembroke Pines Street Lights East of Flamingo Road





Legend

Street Light Ownership

- E The Blue dots are customer (City) owned and maintained SLS.
- F Yellow dots are FPL owned and maintained SLS.
- R Red dots are Customer owned and maintained SLS. FPL would re-lamp (change bulb only)

Local Streets
 Major Roads
 Pembroke Pines Franchise
 Water

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0 0.15 0.3 0.6 0.9 1.2 Miles



Pembroke Pines Street Lights West of Flamingo Road



Exhibit E Annual Fee and Line-Item Pricing

Line #	Description of Services Covered by the Annual Fee	Initial Annual Fee	Prorated Annual Fee for Six Months (April to Sept. 30, 2024)
1	Sidewalk repair	\$ 462,700.00	\$ 231,350.00
2	Curb and gutter repair	\$ 33,300.00	\$ 16,650.00
3	Roadway asphalt repairs less than 4 square feet	\$ 92,496.00	\$ 46,248.00
4	Shoulder of road repairs	\$ 36,800.00	\$ 18,400.00
5	Incident and emergency response	\$ 58,900.00	\$ 29,450.00
6	Street lighting repairs	\$ 317,900.00	\$ 158,950.00
7	Monthly street sweeping	\$ 137,579.00	\$ 68,789.50
8	Guardrail, attenuator, object marker, and delineator Repair	\$ 55,500.00	\$ 27,750.00
9	Wetland maintenance	\$ 256,500.00	\$ 128,250.00
Total		\$ 1,451,675.00	\$ 725,837.50
<p>The Prorated annual fee shall be paid in 5 equal monthly payments of \$120,973.00 and 1 payment of \$120,972.50. Monthly payments will be recalculated annually as the annual fee may be adjusted by CPI.</p>			

Exhibit E Annual Fee and Line-Item Pricing

Line #	Unit of Measure	Description	Price Per Unit
1	Work Order	Mobilization and demobilization (move in - move out) for a work order of multiple paving restoration locations (1 to 4) locations of City utility Services (water, sewer, and stormwater)	\$ 1,025.00
2	Work Order	Maintenance of traffic (MOT) for a work order of multiple paving restoration locations (1 to 4) locations of City utility Services (water, sewer and stormwater).	\$ 894.00
3	Lineal Foot	Furnish all materials, labor, and equipment to sawcut existing asphalt (any depth).	\$ 1.30
4	Lineal Foot	Furnish all materials, labor, and equipment to sawcut concrete sidewalks or concrete driveways or concrete curbing (any depth)	\$ 2.20
5	Square Foot	Furnish all materials, labor, and equipment to excavate, remove and dispose of existing asphalt pavement (any depth)	\$ 4.20
6	Square Foot	Furnish all materials, labor, and equipment to excavate, remove and dispose of existing back fill trench materials up to 15" below finished grade	\$ 8.10
7	Square Foot	Furnish all materials, labor, and equipment to excavate, remove and dispose of existing concrete sidewalk or driveways	\$ 8.30
8	Lineal Foot	Furnish all materials, labor, and equipment to excavate, remove and dispose away existing concrete curbing (curb & gutter, valley gutter and curbing)	\$ 19.70
9	Square Foot	Furnish all materials, labor, and equipment to excavate, remove and dispose away existing concrete paver blocks	\$ 8.70
10	Square Foot	Furnish all materials, labor and equipment to seal coat existing asphalt pavement including two coats of coal tar pitch emission, silica sand, and spread with squeegee or brush. Also include all the preparation, pressure cleaning and removal of all oil stain/dripping.	\$ 0.80
11	Each	Furnish all materials, labor and equipment to remove and dispose away existing car stop (if it's damaged) or relocate temporarily at the site to be re-installed after seal coating.	\$ 17.00
12	Each	Furnish all materials, labor and equipment to install new concrete car stop per city standards (more than 10)	\$ 105.00
13	Each	Furnish all materials, labor and equipment to install new concrete car stop per city standards (10 or less)	\$ 122.00
14	Square Foot	Furnish all materials, labor, and equipment to compact existing subgrade, and construct 12" compacted 1 1/2" aggregate in two 6" lifts	\$ 17.30
15	Square Foot	Furnish all materials, labor, and equipment to lay 2" asphalt including sanding, prime coat and tack coat	\$ 8.60

Exhibit E Annual Fee and Line-Item Pricing

Line #	Unit of Measure	Description	Price Per Unit
16	Square Foot	Furnish all materials, labor, and equipment to lay 3" asphalt including sanding, prime coat and tack coat	\$ 12.70
17	Square Foot	Furnish all materials, labor, and equipment to install 4" thick concrete sidewalk (with minimum 4000 PSI fiber reinforced) including preparation and compaction of base rock materials	\$ 31.00
18	Square Foot	Furnish all materials, labor, and equipment to install 6" thick concrete sidewalk (with minimum 4000 PSI fiber reinforced) including preparation and compaction of base rock materials	\$ 41.00
19	Square Foot	Furnish all base materials, labor, and equipment to install 3-1/8" thick concrete pavers of various shapes over 2" thick sand leveling course as well as reconstructing base rock materials. Pavers to be provided per line 41, cost plus 7.5%.	\$ 14.00
20	Square Foot	Furnish all base materials, labor, and equipment to install 2-3/8" thick concrete pavers of various shapes over 2" thick sand leveling course as well as reconstructing base rock materials. Pavers to be provided per line 41, cost plus 7.5%.	\$ 14.00
21	Lineal Foot	Furnish all materials, labor, and equipment to install 12" wide x 12" deep concrete header curb bordering paver blocks including preparation and compaction of base rock materials	\$ 55.00
22	Lineal Foot	Furnish all materials, labor, and equipment to install FDOT type D concrete curbing including preparation and compaction of base rock materials	\$ 65.00
23	Lineal Foot	Furnish all materials, labor, and equipment to install FDOT type F concrete curb and gutter including preparation and compaction of base rock materials	\$ 84.00
24	Lineal Foot	Furnish all materials, labor, and equipment to install 2' wide concrete valley gutter including preparation and compaction of base rock materials	\$ 68.00
25	Lineal Foot	Furnish all materials, labor and equipment to install pavement marking (4-inch wide white paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$ 2.50
26	Lineal Foot	Furnish all materials, labor and equipment to install pavement marking (6-inch wide white paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$ 3.60
27	Lineal Foot	Furnish all materials, labor and equipment to install pavement marking (12-inch wide white paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$ 4.50
28	Lineal Foot	Furnish all materials, labor and equipment to install pavement marking (24-inch wide white paint in two coats) including all the preparation, pressure cleaning of existing pavement	\$ 8.20

Exhibit E Annual Fee and Line-Item Pricing

Line #	Unit of Measure	Description	Price Per Unit
29	Lineal Foot	Furnish all materials, labor and equipment to install pavement marking (6-inch wide blue or yellow paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$ 4.00
30	Each	Furnish all materials, labor and equipment to install pavement marking (blue paint handicap accessible parking symbol in two coats) including preparation, pressure cleaning of pavement.	\$ 147.00
31	Lineal Foot	Furnish all materials, labor and equipment to install pavement marking (4-inch wide white thermoplastic) including all the preparation, pressure cleaning of existing pavement.	\$ 5.50
32	Lineal Foot	Furnish all materials, labor and equipment to install pavement marking (6-inch wide white thermoplastic) including all the preparation, pressure cleaning of existing pavement.	\$ 11.20
33	Lineal Foot	Furnish all materials, labor and equipment to install pavement marking (12-inch wide white thermoplastic) including all the preparation, pressure cleaning of existing pavement.	\$ 28.90
34	Lineal Foot	Furnish all materials, labor and equipment to install pavement marking (24-inch wide white thermoplastic) including all the preparation, pressure cleaning of existing pavement.	\$ 30.00
35	Each	Furnish all materials, labor and equipment to trim, remove and dispose of tree roots, or stump affecting concrete curbing or sidewalks.	\$ 211.00
36	Each	Furnish all materials, labor and equipment to construct concrete ADA/wheelchair access ramp per City Standard, including preparation and compaction of base rock materials	\$ 2,178.00
37	Each	Furnish all materials, labor and equipment to install raised pavement markers (reflectors).	\$ 9.70
38	Square Foot	Furnish all materials, labor and equipment to install detectable warnings on existing asphalt or concrete surface. Truncated domes shall conform to FDOT roadway and traffic latest edition design standards, including preparation and pressure cleaning of surface area.	\$ 96.00
39	Each	Furnish all materials, labor, and equipment to excavate, remove existing sign post, mail box post temporary and re-install it back to its original condition.	\$ 223.00
40	Hour	Additional Miscellaneous Labor, if required.	\$ 56.50
41	Each event	Additional Materials or Subcontractors, if required.	Cost plus 7.5%

Exhibit E Annual Fee and Line-Item Pricing

Line #	Unit of Measure	Description	Price Per Unit
42	Each	Furnish all materials, labor and equipment to construct asphalt speed table and related pavement markings and signage per City Standard. To include removal of old asphalt, preparation and compaction of base rock materials	Cost plus 7.5%
43	Each event	Milling Asphalt at a depth of 1 inch x 12 ft. lane width	Cost plus 7.5%
44	Each event	Milling Asphalt at a depth of 1.5 inches x 12 ft lane width	Cost plus 7.5%
45	Each event	Resurface with 1 inch compacted FDOT SP 9.5 X 12 ft lane width	Cost plus 7.5%
46	Each event	Resurface with 1.5 inches of compacted FDOT SP9.5 x12Ft lane	Cost plus 7.5%

Exhibit F

PERFORMANCE BASED MAINTENANCE OUTCOMES

Section 1 Roadway

THE FOLLOWING CHARACTERISTICS MEET THE DESIRED MAINTENANCE CONDITIONS WHEN:

FLEXIBLE POTHOLE: No defect is greater than 1/2 square foot in area and no single measurement 1-1/2 inches or greater in depth. No pervious base is exposed in any hole.

FLEXIBLE POTHOLE:

No defect is greater than 1/2 square foot in area and no single measurement 1-1/2 inches or greater in depth. No pervious base is exposed in any hole.

Flexible Pothole – Potholes are normally bowl-shaped holes in the pavement that usually form in low areas, such as wheel paths and utility trenches. They are caused by pavement weaknesses, which may result from poor quality materials, thin pavement surface, poor drainage on the pavement surface or within the base, or a loss of load support by either the base or sub grade.

Evaluation: Measure the size of the pothole. To measure the size of a pothole, place a straightedge across the defective area and determine if the defective area is deeper than that listed in the standard. To determine the area of a defect, measure the area as a square or rectangle. Use of a straightedge and a marker to outline the area may be helpful. In a non-curb and gutter section, do not rate the first 4 inches from the actual edge of pavement for pothole criteria (see edge raveling).

Flexible pothole does not meet outcome standards when any of the following exist:

- 1) If BOTH depth and area exceed the standard limits.
- 2) If the pervious base is exposed in any hole.

Section 2 Roadside

THE FOLLOWING CHARACTERISTICS MEET THE DESIRED MAINTENANCE CONDITIONS WHEN:

SIDEWALK: 80% of sidewalk area is free of vertical misalignments or horizontal cracks greater than 3/4 inch.

SIDEWALK:

80% of sidewalk area is free of vertical misalignments or horizontal cracks greater than 3/4 inch.

Sidewalk – Sidewalk is constructed of various materials and is subject to misalignments caused by growing tree roots, settling or deterioration. This measurement includes the normal sidewalk joint and the sidewalk to curb joint.

Sidewalk should be projected across an urban flared paved turnout and that area evaluated as sidewalk. Any bike path located outside the roadway pavement area will be evaluated as a sidewalk. Paved utility strips are evaluated as sidewalk if they are intended to be used as sidewalk. Sidewalks shall not be evaluated across dedicated streets. Spalled areas greater than 3/4 inch in depth do not meet desired conditions. Uniform deviation from original grade that have vertical misalignments or cracks greater than 3/4 inch do not meet desired maintenance conditions. For purposes of evaluating this

Exhibit F

PERFORMANCE BASED MAINTENANCE OUTCOMES

characteristic, one linear foot of misalignment or cracking not meeting desired conditions equals one square foot of sidewalk area. Do not exceed one linear foot of cracking in a one square foot area. Unsealed joints greater than 3/4 inch do not meet desired maintenance conditions.

For **outcome** purposes if an entire slab is missing in a continuous section of sidewalk, multiply the length of the missing section by the width to get the area missing. For example, if a 5 ft. section of sidewalk 5 ft. wide is missing the area would be 25 sq. ft. If the area missing combined with the total area of cracking is greater than that allowed for the standard then sidewalk does not meet **outcome** standards.

Evaluation: Measure the length of sidewalk and multiply by the width of sidewalk to determine the total area. Then multiply the total area by 0.005 to determine the maximum area that can have vertical misalignments or horizontal cracks greater than 3/4 inch.

Sidewalk does not meet outcome standards when the following exist:

1) More than 20% of the sidewalk area has vertical misalignments or horizontal cracks greater than 3/4 inch.

Section 3 Traffic Services

THE FOLLOWING CHARACTERISTICS MEET THE DESIRED MAINTENANCE CONDITIONS WHEN:

GUARDRAIL: Each single run functions as intended.

ATTENUATOR: Each device functions as intended.

OBJECT MARKERS & DELINEATORS: 80% of the markers are functioning as intended.

LIGHTING: 90% of the total luminaries of the combined sign and highway lighting that are maintained by the City are functioning as intended.

GUARDRAIL:

Each single run functions as intended. Guardrail - Guardrail is installed to guide a vehicle away from various hazards in and adjacent to the travel way and, in most cases, where fill slopes exceed 3:1.

- This characteristic also includes evaluation of cable rail and handrail. Refer to the Design Standards.

Evaluation: Determine the general condition of the guardrail. Check the guardrail height. Check for damaged rail, missing or damaged posts or blocks, connecting hardware and end sections. Check to make sure guardrail is lapped correctly.

If there is less than 25 feet of guardrail in a sample, then 50% or more of the guardrail must meet the height requirement for this sample point to meet maintenance conditions. All other guardrail criteria shall be rated no matter what the length.

Consideration should be given to what Design Standards were used during original construction of guardrail.

A previous minor collision may not prevent a guardrail system from functioning as designed and would

Exhibit F

PERFORMANCE BASED MAINTENANCE OUTCOMES

not cause failure. Installations may vary from roadway to roadway because of design standard changes and should be evaluated using the appropriate design standard.

Each single run of guardrail does not meet outcome standards when any of the following exist:

- 1) Any missing posts, offset blocks, panels or connection hardware.
- 2) Nuts fully threaded within 1 inch of the anchor plate on end treatment cables and anchor rods (measurements should be checked with end treatment cable taunt).
- 3) Any section that is 3 inches above or 1 inch below the desired elevation for 25 continuous feet.
- 4) The backup plate does not fit snugly behind the rail. There should be some point of contact.
- 5) Damaged end sections.
- 6) The rail has been penetrated.
- 7) More than 10% of the guardrail blocks are twisted.
- 8) More than 10% of the wooden posts or blocks are rotten or deteriorated.
- 9) Any panel lapped incorrectly.

ATTENUATOR:

Each device functions as intended.

Attenuator - Vehicle impact attenuators are of various configurations and are designed for different roadway conditions. They are generally constructed of modules containing cells of different types of energy absorption materials. Attenuators are intended to provide a motor vehicle with a cushioned impact area prior to solid obstructions such as; parapet walls, bridge columns, sign structures and signal poles.

Evaluation: Determine the general condition of the attenuator. When there is no apparent damage, the survey team will utilize the latest inspection rating. When damage to an attenuator system is discovered that may compromise its function, the responsible maintenance area should be promptly notified.

A computer printout of attenuator devices, by county-section number and milepost, can be obtained from the City's Roadway Characteristics Inventory file. This listing should be obtained at the beginning of each survey period.

Attenuators do not meet outcome standards when any of the following exist:

- 1) Obvious malfunctions, such as water or sand containers that are split, compression of the device, misalignment, etc.
- 2) Any inspection rating less than GOOD.

OBJECT MARKERS AND DELINEATORS:

80% of the markers are functioning as intended.

Object Markers - According to the MUTCD, "Object markers are used to mark obstructions within or adjacent to the roadway." Section 3C.01

Exhibit F

PERFORMANCE BASED MAINTENANCE OUTCOMES

Type 1 object markers are 3 inches by 18 inches.

Type 2 object markers are 6 inches by 12 inches.

Type 3 object markers are 12 inches by 36 inches.

Delineators - The MUTCD states, "Delineators are particularly beneficial at locations where the alignment might be confusing or unexpected, such as at lane reduction transitions and curves.

Delineators are effective guidance devices at night and during adverse weather. An important advantage of delineators in certain locations is that they remain visible when the roadway is wet or snow covered." Reflective elements for delineators shall have a minimum dimension of 3 inches.

Evaluation: For outcome purposes, Type 2 Object Markers and Delineators are used to mark City maintained objects or to delineate roadway alignment. This characteristic will include clear or amber "button" type reflectors installed on guardrail and barrier wall systems, button or combination button and reflective sheeting markers used at crossovers and other applications where object or guide marking is used.

Delineators shall be installed with the TOP of the marker approximately 4 feet above the near pavement elevation.

When used for marking objects in the roadway or 8 feet or less from the shoulder or curb, the mounting height to the bottom of the object marker should normally be 4 feet above the surface of the nearest travel lane. When used to mark the objects more than 8 feet from the shoulder or curb, the mounting height to the bottom of the object marker may be 4 feet above the ground.

Except for post mounted delineators on entrance and exit ramps at interchanges all post mounted object markers and delineators installed within plus or minus 1 foot (height and lateral offset) shall meet desired maintenance conditions.

Post-mounted delineators on ramps (see Design Standards) shall be installed at a uniform distance from the travel lane with a tolerance of 3 inches. The height shall be uniform with a tolerance of 3 inches.

Rate all post-mounted markers except those installed to prohibit unauthorized traffic movements (off-tracking, median crossing, shoulder parking, etc.). Rate post-mounted delineators at major/minor intersections, if installed.

The horizontal placement of post-mounted delineators at crossovers shall be 6 feet with a tolerance of plus or minus 1 foot-6 inches in accordance with Index 17346. This index shows the edge of pavement as the standard reference point. If curb and gutter is present measure from the top face of the curb. If no curb is present measure from the edge of pavement.

Both day and night observations should have at least 80% of the required markers present, at the recommended height and offset and functioning as intended to meet desired maintenance conditions.

Exhibit F

PERFORMANCE BASED MAINTENANCE OUTCOMES

Post-mounted delineators at median crossovers and major and minor roads shall be installed according to Design Standards. Yellow delineators should be located on sides facing the crossover and green delineators should be located on sides facing away from the crossover. All connecting hardware, nuts and bolts should be installed. Delineators shall not be used as Type 2 object markers (see MUTCD).

Each run of guardrail shall have reflectors according to the Design Standards. A continuous run of adhesive markers and a continuous run of post mounted markers on guardrail meet desired conditions. However, adhesive and post mounted guardrail markers shall not be intermixed (see Design Standards) in a continuous run. For outcome purposes, an intermixed marker will be counted the same as a missing marker. City Guardrail

Object Markers and Delineators do not meet outcome standards when more than 20% of the following exist:

- 1) The horizontal placement of post-mounted delineators at crossovers are installed more than plus or minus 1 foot-6 inches from the edge of pavement or top face of curb.
- 2) If in the roadway or 8 feet or less from the shoulder or back of curb the marker is not installed 4 feet plus or minus 1 foot above the edge of the nearest travel lane.
- 3) If the bottom of the marker is not installed 4 feet plus or minus 1 foot above the ground when marking objects more than 8 feet from the shoulder or back of curb.
- 4) Markers are not offset 4 feet plus or minus 3 inches from the shoulder break and installed at a uniform height on interchange ramps as shown in the Design Standards.
- 5) Markers or delineators lean more than 1 inch per foot of post length.
- 6) Required markers are missing.
- 7) Required markers are not reflective at night.
- 8) Adhesive and post-mounted reflectors are mixed in a continuous run of guardrail as cited in the Design Standards.
- 9) Reflectors are not installed as shown in the Design Standards.
- 10) Color of post-mounted delineators are installed facing the wrong way.
- 11) Missing connecting hardware, nuts and bolts.

LIGHTING:

90% of the total luminaries of the combined sign and highway lights are functioning as intended.

Highway Lighting - All highway lighting MAINTAINED by the City (DOT forces or contract maintenance) is to be included in the survey. The daytime evaluation should be for missing or damaged poles and missing or damaged luminaries. ANY electrical inspection plate, access panel cover or pull box cover that is not properly secured in place will also cause this characteristic not to meet the desired maintenance conditions. If this characteristic meets the desired daytime conditions, then a nighttime evaluation shall be made.

Evaluation: Determine the total number of luminaries in the MRP. By inspection, determine the number

Exhibit F

PERFORMANCE BASED MAINTENANCE OUTCOMES

of luminaries that do not meet desired maintenance conditions. Subtract that number from the total number of luminaries. This is the number of luminaries that meet outcome conditions. Divide this number by the total number of luminaries then multiply by 100 to get the percent of luminaries that meet desired maintenance conditions. If this percentage is equal to greater than the standard, then the point meets conditions for lighting.

Lighting does not meet outcome standards when any of the following exist:

- 1) Any electrical inspection plate, access panel cover, exposed electrical wire or pull box cover is not properly secured in place.
- 2) If more than 10% of the total luminaries are not functioning.
- 3) If more than 10% of the poles are damaged or missing.

Exhibit G

Wetlands Scope

WETLAND CONSERVATION AREAS SITE LIST:

- Academic Village
- Alhambra - Pembroke Springs
- Chapel Trail Florida Wetlands Bank
- Forman Parcel
- Foxcroft
- FP&L Easement
- Pines Lakes Water Management Assoc. (City Center)
- Senior Center
- Sheridan Street Commerce Center Parcel A
- SW Pines Nature Park

SCOPE OF WORK

Immediately following the bi-annual reports performed by the City's Wetland Monitoring company, the awarded Contractor shall schedule and perform any needed site maintenance as described in the report. Work shall be inclusive of all supervision, labor, equipment, materials, and incidentals necessary for the maintenance and herbicidal treatment of each Wetland (conservation area). All maintenance shall be completed with 30 days of Contractor receiving the reports.

For the Foxcroft Mitigation Site where maintenance and monitoring is conducted in accordance to Broward County Environmental Protection and Growth Management Department (BCEPD) License No. DF14-1131, and the South Florida Water Management District (SFWMD) ERP No. 06-06218-P., maintenance and herbicidal treatment shall be conducted quarterly.

Immediately following the annual reports performed by the BCEPD or SFWMD the Contractor shall schedule and perform any additional needed site maintenance and/or new plantings as described in the report. Work shall be inclusive of all supervision, labor, equipment, materials, and incidentals necessary for the maintenance and herbicidal treatment of each Wetland listed.

Contractor shall maintain all conservation areas free from Category 1 and Category II exotic and nuisance vegetation, as defined by the Florida Exotic Pest Plant Council (FLEPPC). Maintenance shall include all non-native and ornamental plants and shrubs. Exotic, nuisance, and non-native ornamental vegetation will be cut and/or treated in place with an EPA certified herbicide so as to preserve desirable native vegetation.

Contractor shall also ensure that the conservation areas, including buffers, maintain the species and coverage of native desirable vegetation, as specified in the applicable permit. Coverage (growth) of exotic and nuisance plant species shall not exceed 5% of total cover between

Exhibit G

Wetlands Scope

maintenance activities. In addition, the Contractor shall maintain the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas.

Conservation areas shall contain an 80% survival of planted vegetation, and 80% coverage of desirable obligate and facultative wetland species. If native wetland, transitional, and upland species do not achieve 80% coverage, native species shall be planted in accordance with the maintenance program.

Contractor shall perform maintenance of all components of the storm water management system structures within the conservation areas to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

Exhibit H Wetland Maps

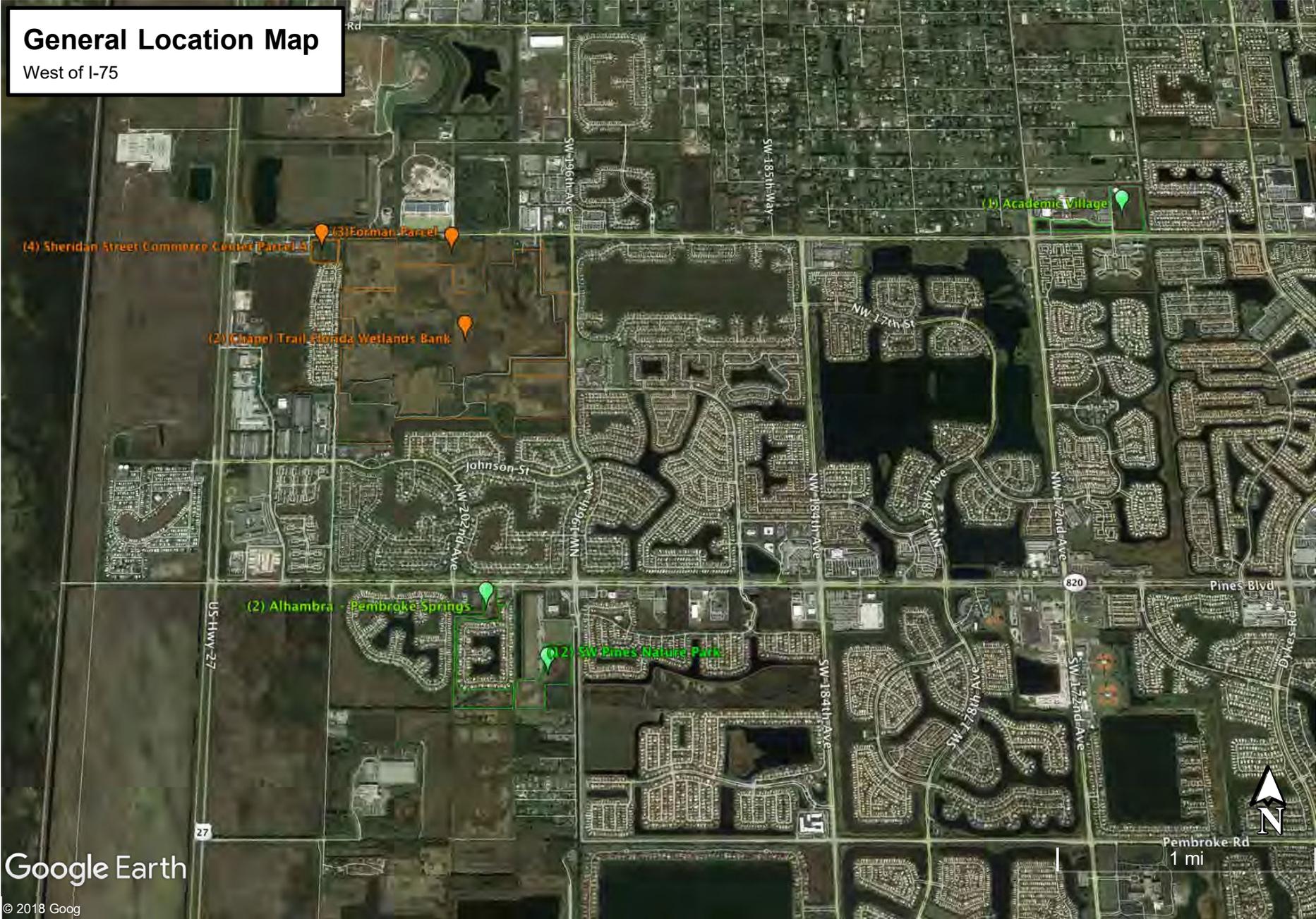


Exhibit H Wetland Maps

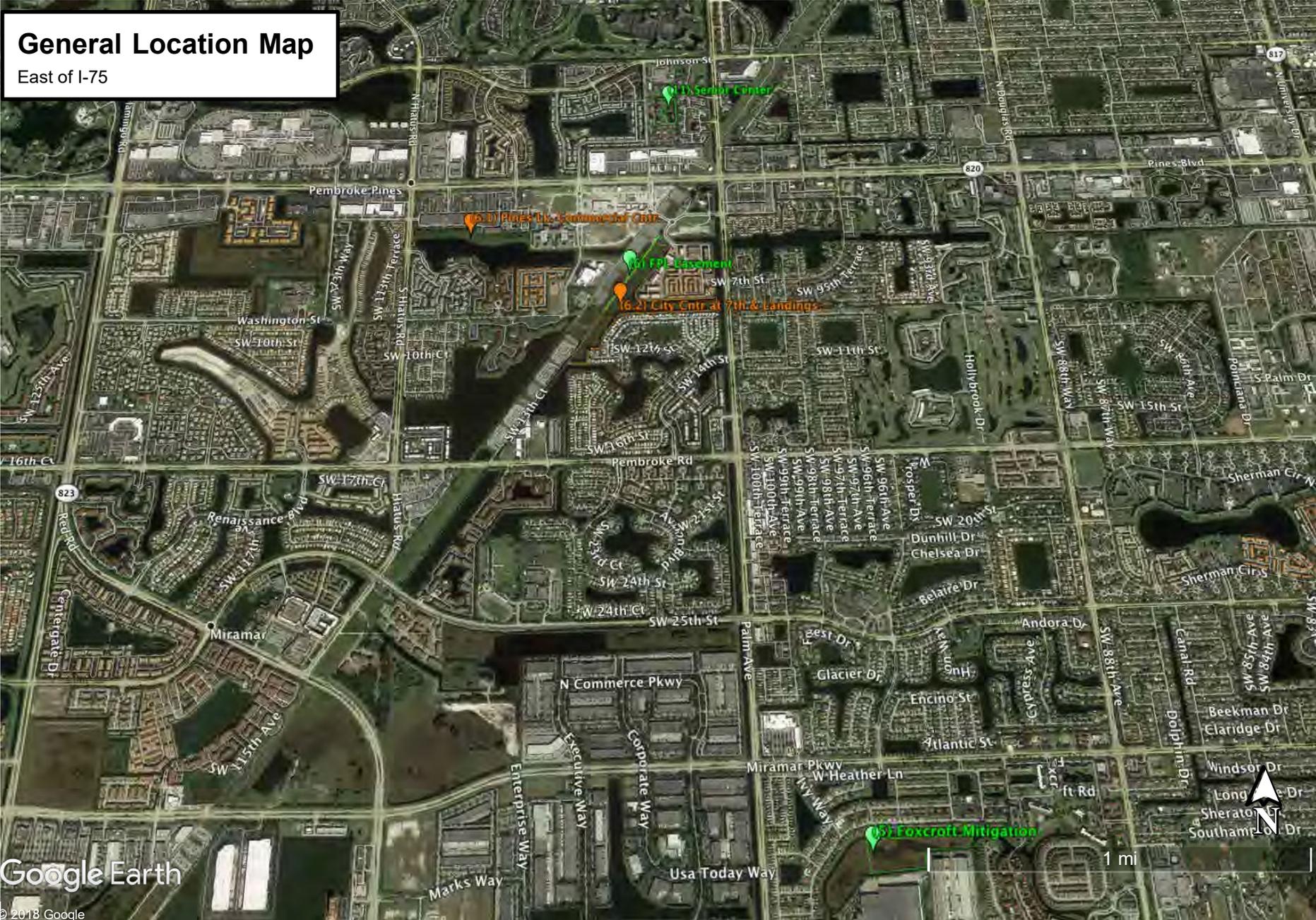


Exhibit H Wetland Maps



Forman Parcel

8.50 Acres

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Exhibit H Wetland Maps

Sheridan Street Commerce Center Parcel A
9.90 Acres

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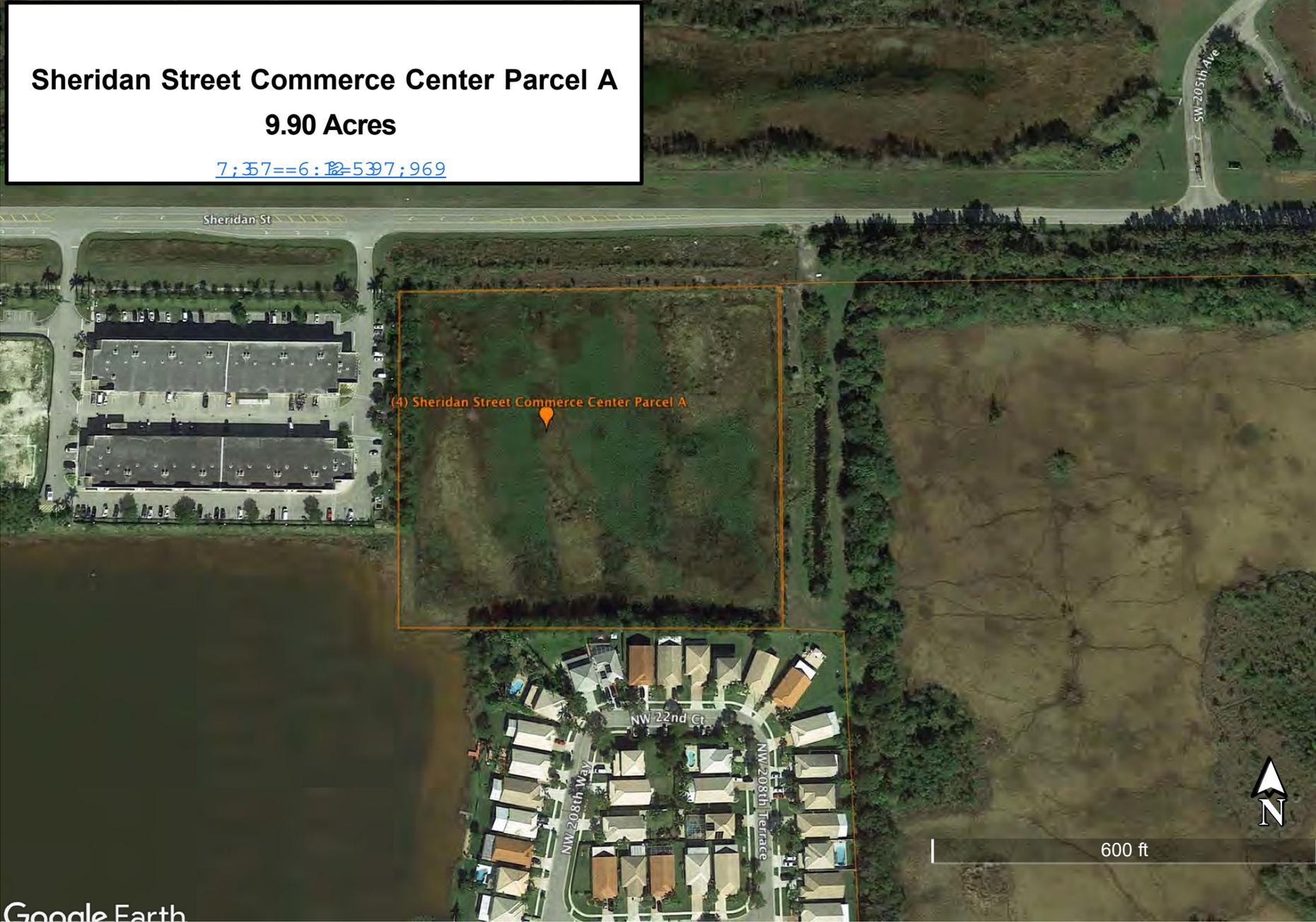


Exhibit H Wetland Maps

Pines Lakes Water Management Assoc. Part A

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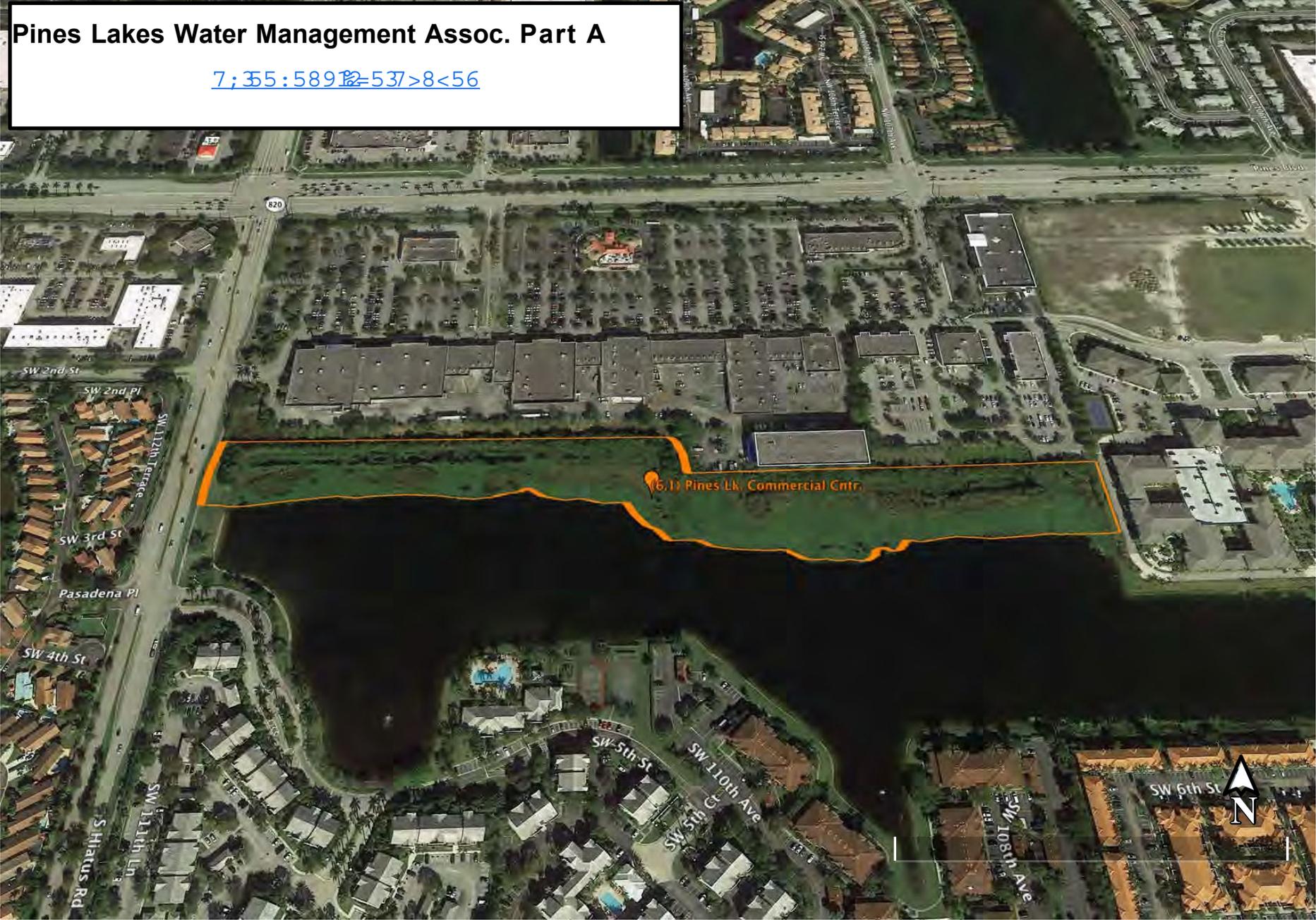


Exhibit H Wetland Maps

Pines Lakes Water Management Assoc. Part B & FP&L Easement

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Exhibit H Wetland Maps

Academic Village 17.00 Acres
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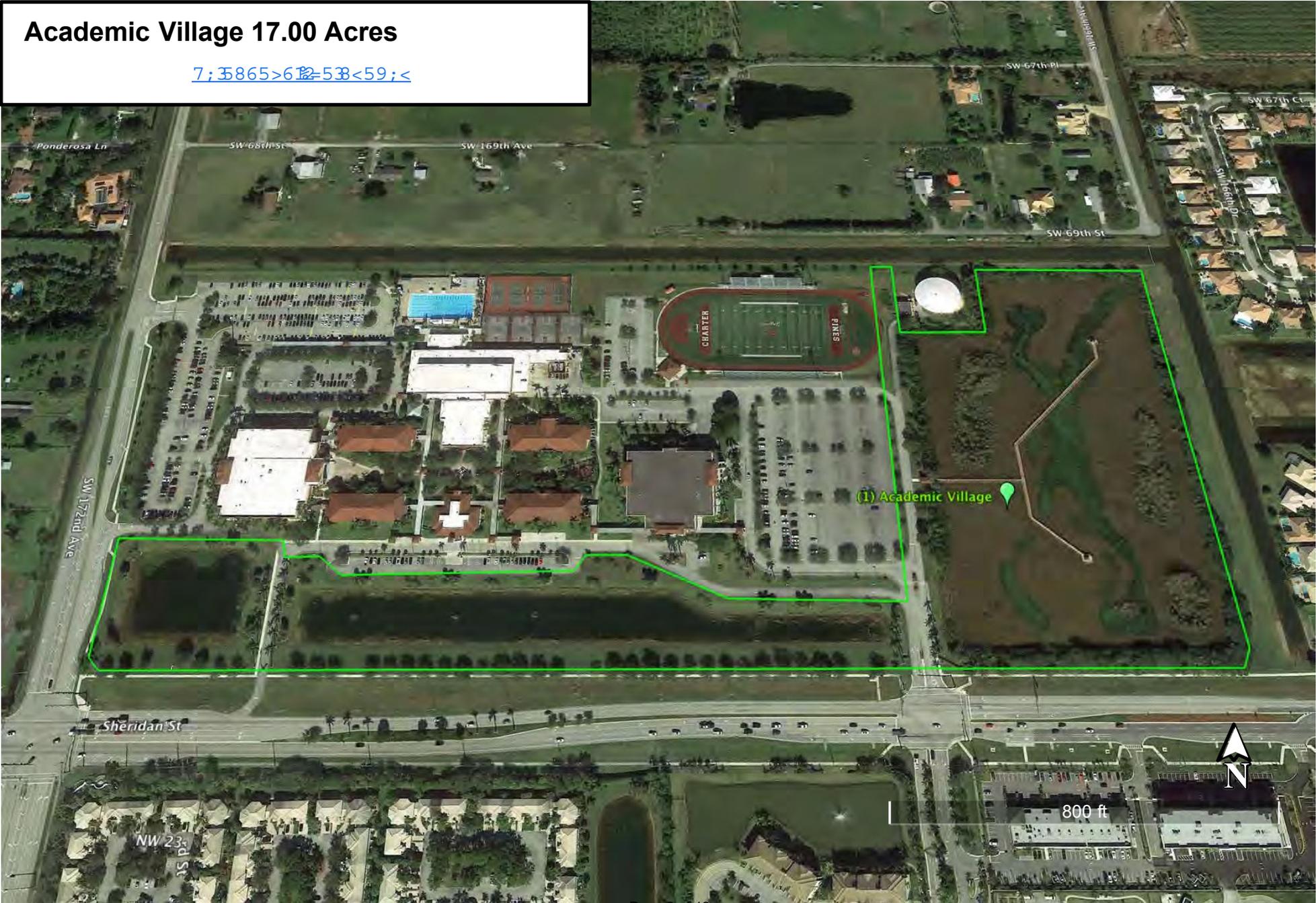


Exhibit H Wetland Maps

Alhambra - Pembroke Springs 20.00 Acres
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Exhibit H Wetland Maps

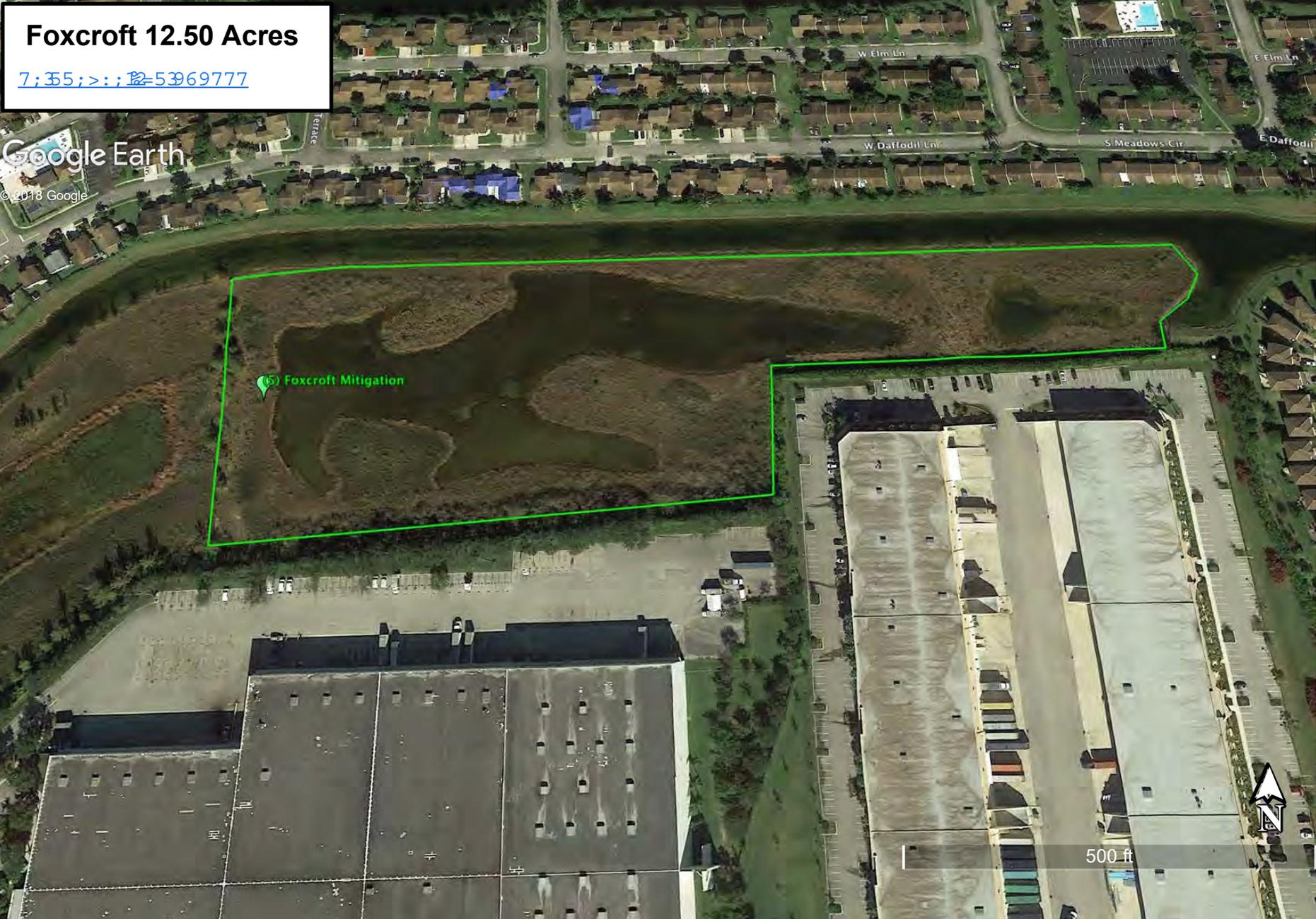


Exhibit H Wetland Maps



Exhibit H Wetland Maps

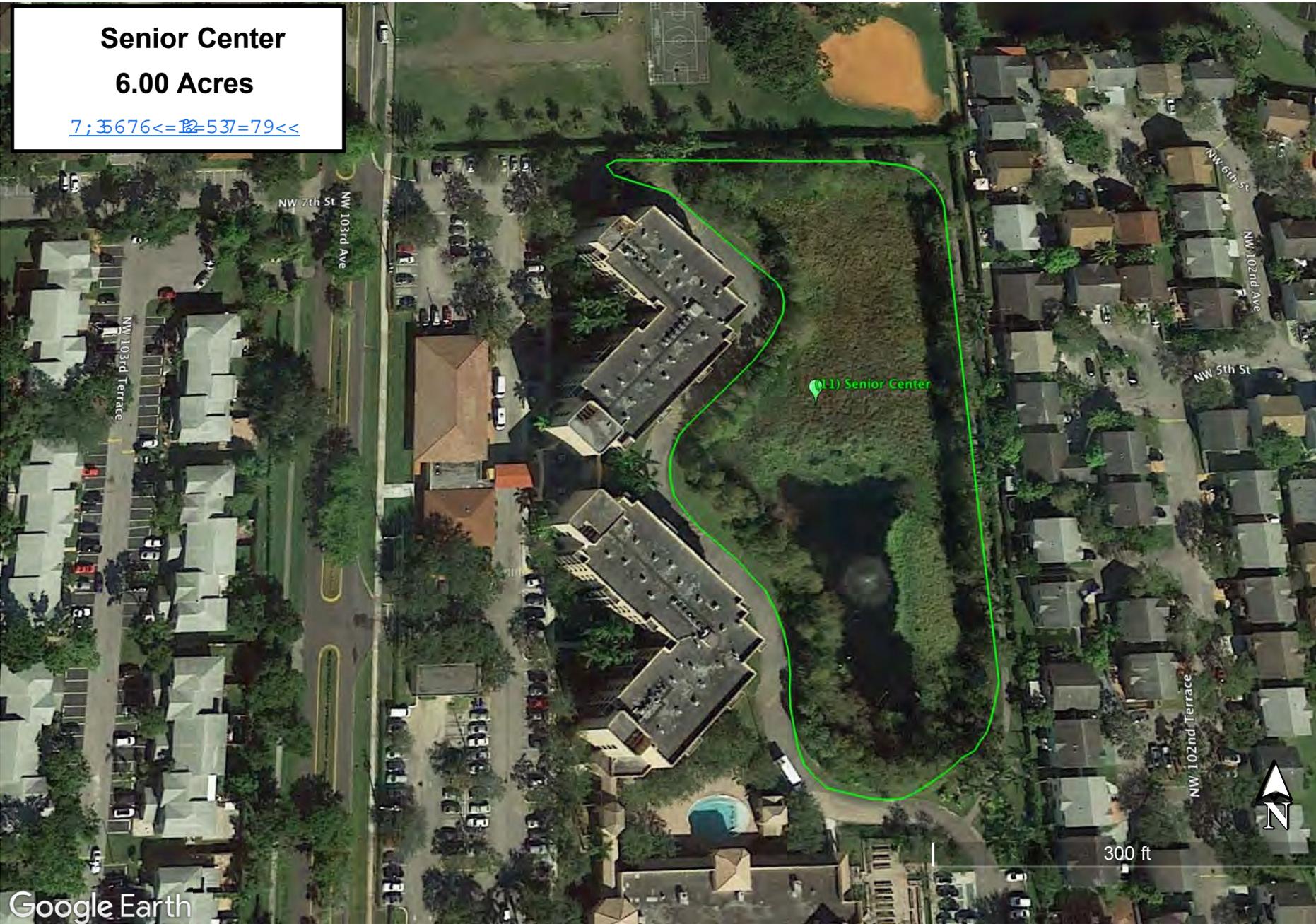


Exhibit H Wetland Maps

