



**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF POMPANO BEACH  
FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:**

**BAY DRIVE NEIGHBORHOOD STORMWATER IMPROVEMENTS PROJECT (POMP-004)**

This Interlocal Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and the City of Pompano Beach, a Florida municipal corporation (“Municipality”) (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

A. In November 2018, Broward County voters approved a 30-year sales surtax (also known as “Penny for Transportation”) to fund statutorily-permissible transportation expenditures.

B. All projects, County, State, and municipal, funded by the transportation surtax are evaluated for eligibility under Section 212.055(1), Florida Statutes, by the independent Transportation Surtax Oversight Board before the Broward County Board of County Commissioners makes the final decisions regarding project funding.

C. A process has been established where surtax-funded staff at the Broward Metropolitan Planning Organization (“MPO”) prioritize municipal projects, with the exception of municipal rehabilitation and maintenance projects, and make recommendations for funding. The first round of ranking of municipal capital projects was recently completed by the MPO following extensive and detailed discussions with the submitting municipalities, and the Project contemplated in this Agreement was included in that review and ranking.

D. The municipal Project defined in this Agreement has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners.

E. The purpose of this Agreement is to set forth the terms and conditions for County to provide transportation surtax funding for the Project and the terms and conditions for Municipality to complete the Project. Municipality will implement the Project, as funded by County with surtax funding, in accordance with the terms of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.

- 1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the performance of the Project.
- 1.4. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and inspection, or other professional services for the Project.
- 1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.6. **Maximum Funding Amount** means the maximum funding amount stated in Section 5.4.
- 1.7. **Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.
- 1.8. **Project** means the project described in Exhibit A.
- 1.9. **Project Manager** means the City of Pompano Beach Capital Improvements Plan Manager or their designee.
- 1.10. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Project. The term “Subcontractor” includes subconsultants.
- 1.11. **Surety** means the surety company or individual that is bound by the performance bond and payment bond and that is responsible for Contractor’s or Consultant’s acceptable and timely performance and completion of the Project under this Agreement and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 1.12. **Surtax-Funded Projects** means any project, including without limitation the Project described in Exhibit A, that is funded in whole or in part by the transportation surtax collected pursuant to Section 212.055(1), Florida Statutes.

## ARTICLE 2. EXHIBITS

<b>Exhibit A</b>	<b>Project Description and Project Schedule</b>
<b>Exhibit B</b>	<b>Funding Schedule</b>
<b>Exhibit C</b>	<b>Reporting Requirements</b>
<b>Exhibit D</b>	<b>Form Contracts</b>
<b>Exhibit E</b>	<b>Municipal Resolution Authorizing Execution of Agreement</b>

## ARTICLE 3. PROJECT DESCRIPTION; COMPETITIVE PROCUREMENT; PERMITTING

- 3.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Project in accordance with the Project Description and the Project Schedule set forth in **Exhibit A**. The Project Description is a general description of the Project and is deemed

to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the Project described that exclusion of any of them would be impractical, illogical, or unconscionable.

3.2. Municipal Responsibility for the Project. Municipality is solely responsible for the Project, subject to the terms of this Agreement. County has no responsibility for the construction means, methods, techniques, sequences, or procedures employed in the performance of the Project. Municipality shall be solely responsible for retention, supervision, and payment of Contractor, Consultant, and all Subcontractors. Municipality shall be solely responsible for securing any and all property rights or permits required by the Project. Nothing in this Agreement shall impose on County an obligation to assume any contract or subcontract, or to make payment to Contractor, Consultant, or any Subcontractor, vendor, or supplier, or to perform the Project or any portion thereof, or to supply any goods or services for the Project. Further, nothing contained herein shall create any contractual relationship between County and Contractor, Consultant, or any Subcontractor, vendor, or supplier.

3.3. Competitive Procurement; Consultants' Competitive Negotiation Act. Except to the extent the Contract Administrator has approved utilization of an existing contract by Municipality for the services to be performed by Contractor or Consultant, Municipality must provide the proposed solicitation(s) for the Project to the Contract Administrator for review at least twenty (20) days prior to publication of the solicitation by Municipality. County's review shall include, without limitation, determination of the applicable CBE Goal (as defined in Article 10), which must be included by Municipality in the solicitation(s). If Municipality seeks to utilize an existing contract for the services to be performed by the Contractor or Consultant, Municipality must obtain prior approval by County and must provide the Contract Administrator with the proposed contract and supporting documentation for consideration pursuant to the procedures stated in Section 3.5.2; County may require, as a condition for its approval, that the engagement of Contractor or Consultant for this Project utilizing an existing municipal contract include modifications or additions to the existing contract terms and conditions, including without limitation any provision identified in Section 3.5.3. Municipality must comply with all applicable provisions of state law including, as applicable, Section 255.20 and Section 287.055, Florida Statutes, in the procurement of any services or materials relating to the Project. If any applicable state or federal procurement requirement is stricter than any other applicable requirement, Municipality shall be obligated to meet the stricter requirement. Prior to the execution of any contract with Contractor or Consultant relating to the Project, Project Manager shall certify in writing to the Contract Administrator that the procurement and the proposed contract comply with the requirements of this Section 3.3.

3.4. Modifications to Project or Phases.

3.4.1. Material Changes to the Project. Material changes are changes that increase the Maximum Funding Amount or materially modify the Project Description. Any proposed material change to the Project Description that does not increase the Maximum Funding Amount requires the prior written approval of the Contract Administrator. Any proposed

material change that would increase the Maximum Funding Amount requires an amendment of this Agreement. Any proposed material change may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of the proposed material change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed material change to the Project Description that does not increase the Maximum Funding Amount within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved. Any material change that increases the Maximum Funding Amount must be approved by the Board.

3.4.2. Modifications to Construction Phase. Requests for additional funding as a result of modifications to the construction phase of a Project that exceed the amount provided in the then-current Funding Schedule, including without limitation change orders or other scope changes, are subject to (i) approval by the Contract Administrator, and (ii) the Board's allocation of additional funding; such requests may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require additional review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of its request for additional funding and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove the request in writing within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved.

3.4.3. Owner Enhancements. In addition to any approvals that may be required pursuant to this Agreement, any increased or additional costs due to changes in the quality of materials, furnishings, finishes, aesthetics, or any other cost reasonably determined by the Contract Administrator to be an "owner enhancement" (including, without limitation, decorative lighting, decorative paving, and improvements that are not within the public right of way) must be funded solely by Municipality with non-surtax funding, and County shall have no funding responsibility for any such increased costs. Upon the Contract Administrator's request, the Project Manager shall provide sufficient detail for the Contract Administrator's determination of whether any increased or additional costs include owner enhancements. The Contract Administrator shall determine, after consultation with the Project Manager, whether the increased or additional costs constitute owner enhancements.

3.4.4. Project Schedule. Any proposed change in the Project Schedule that modifies the commencement or completion date for any phase or for the Project by more than sixty (60) days requires the prior written approval of the Contract Administrator. Municipality shall submit to the Contract Administrator written notice of the proposed change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed change within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely disapproved, the request shall be deemed approved.

3.4.5. Nonmaterial Changes. Nonmaterial changes to the Project (namely, changes that do not require approvals under Sections 3.4.1, 3.4.2, 3.4.3, or 3.4.4) do not require County approval and may be approved by the Project Manager.

3.5. Contractor and Consultant Contracts.

3.5.1. Form Contracts. County has preapproved the Surtax-Funded Projects Form Construction Contract and the Surtax-Funded Projects Form Consultant Contract (collectively, the “**Form Contracts**”) attached as **Exhibit D**, which Municipality may utilize for its contracts with Contractor and Consultant, respectively. County may update the Form Contracts from time to time upon written notice to Municipality, and such updated Form Contracts shall be the applicable forms for solicitations advertised after the date of such written notice by County.

3.5.2. County Approval. Unless the Form Contracts are utilized for the Project with no material modification or an existing municipal contract is approved by County for use pursuant to Section 3.3, Municipality must obtain written approval from the County Attorney’s Office for Municipality’s contract(s) with Contractor and with Consultant prior to utilization of the contracts for the Project (and prior to publication of the solicitation, if the contract is included in the solicitation). In addition to the provisions required to be included in Municipality’s contracts with Contractor and with Consultant pursuant to Section 8.1 or Section 10.5, Municipality’s contracts must also include the provisions listed in Section 3.5.3 and Section 3.5.4, as applicable, in the form stated in the Form Contracts. Any material modification to any required contractual provision must be approved in advance by the County Attorney’s Office; no subsequent material change to the contract(s) for the Project may be made without written approval from the County Attorney’s Office. Municipality agrees and acknowledges that County’s approval of any contracts with Contractor or Consultant, including without limitation the Form Contracts, is solely for purposes of protecting County’s interests; County approval of any such contract does not constitute a legal opinion, including without limitation as to the legal sufficiency of the contract, for use or reliance by Municipality or any third party and shall not be the basis for any claim or liability against County or asserted to avoid any reimbursement or other obligation of Municipality under this Agreement. Municipality shall provide at least twenty (20) days’ written notification to the Contract Administrator

and the County Attorney's Office prior to award of the contract to Contractor or Consultant, as applicable, which notice must include a copy of the competitive solicitation (or other applicable procurement document) for the Project, the responsive submission by the proposed Contractor or Consultant, the proposed contract amount for the Project, the proposed contract, and the date on which Municipality intends to award the contract. County may disapprove the proposed contract: (a) for failure to comply with any requirement of this Agreement; (b) if the contract price exceeds or is materially inconsistent with the Funding Schedule (absent good cause, as determined by Contract Administrator); or (c) after consultation with Project Manager, for any other good cause as determined in the sole discretion of the Contract Administrator. If County disapproves any proposed contract, County must provide notice of such disapproval within twenty (20) days after receipt of the notice and the documents required pursuant to this section; if not timely disapproved, the proposed contracts shall be deemed approved.

3.5.3. For the contract with Contractor, the following provisions from the Surtax Funded Projects Form Construction Contract must be included:

- 3.5.3.1. Contract, Article 3 (Contract Time)
- 3.5.3.2. Contract, Article 5 (Progress Payments; Retainage)
- 3.5.3.3. Contract, Article 6 (Acceptance and Final Payment)
- 3.5.3.4. General Conditions, Article 4 (Performance Bond and Payment Bond) and Article 5 (Qualification of Surety)
- 3.5.3.5. General Conditions, Article 17 (Project Records and Right to Audit) (*see also* Section 8.1 herein)
- 3.5.3.6. General Conditions, Article 33 (Location and Damage to Existing Facilities, Equipment, or Utilities)
- 3.5.3.7. General Conditions, Article 38 (Change Orders) and Article 39 (Value of Change Order Work)
- 3.5.3.8. General Conditions, Article 14 (Superintendence and Supervision)
- 3.5.3.9. General Conditions, Article 20 (Differing Site Conditions)
- 3.5.3.10. General Conditions, Article 40 (Notification and Claim for Change of Contract Time or Contract Price)
- 3.5.3.11. General Conditions, Article 41 (No Damages for Delay)
- 3.5.3.12. General Conditions, Article 42 (Excusable Delay; Compensable; Non-Compensable)
- 3.5.3.13. General Conditions, Article 53 (Domestic Partnership)
- 3.5.3.14. General Conditions, Article 54 (Equal Employment Opportunity and CBE/SBE Compliance)
- 3.5.3.15. Supplemental Wage Requirements (Prevailing Wage Rate Ordinance)

3.5.4. For the contract with Consultant, the following provisions from the Surtax Funded Projects Form Consultant Contract must be included:

- 3.5.4.1. Article 4 (Time for Performance; Contractor Damages)

- 3.5.4.2. Sections 5.3 and 5.4 (Reimbursable Expenses; Method of Billing)
- 3.5.4.3. Section 7.5 (Truth in Negotiation)
- 3.5.4.4. Section 7.9 (Domestic Partnership Requirement)
- 3.5.4.5. Article 10 (Equal Employment Opportunity and CBE Compliance)
- 3.5.4.6. Section 11.4 (Public Records and Trade Secrets)
- 3.5.4.7. Section 11.5 (Audit Rights)
- 3.5.4.8. Section 11.8 (Indemnification)
- 3.5.4.9. Section 11.14 (Drug-Free Workplace)

#### **ARTICLE 4. TERM AND TIME OF PERFORMANCE**

4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and shall end on July 31, 2024 (“Initial Term”), unless extended pursuant to Section 4.2.

4.2. Extensions. The Parties may renew this Agreement for up to two (2) additional one (1) year terms (each an “Extension Term”) by written approval of the Project Manager and the County Administrator at least thirty (30) days prior to the expiration of the then-current term. Any further extension shall require approval by the Board and the governing body of Municipality.

4.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

4.4. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality’s performance of its duties, obligations, and responsibilities under this Agreement.

#### **ARTICLE 5. FUNDING AND SURETY**

5.1. Surtax Funding. County shall provide funding to Municipality for the Project in accordance with the Funding Schedule (**Exhibit B**). Any amounts, costs, or expenses indicated as ineligible for funding in Exhibit B shall not be funded by County but must instead be funded by Municipality from non-surtax funds. The Parties agree and acknowledge that all funding provided by County to Municipality under this Agreement shall be paid exclusively from and subject to the availability of proceeds from the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, and County shall not have any obligation to provide, nor shall County provide, any funding from County’s general revenue or any other County source. Municipality agrees and stipulates that the funding provided by County to Municipality under this Agreement will be utilized by Municipality only for the purposes permitted under Section 212.055(1), Florida Statutes.

5.2. Method of Billing and Payment. Municipality shall invoice County only in accordance with the Funding Schedule. Any credit due to County under Section 5.6 must be reflected on the next

applicable invoice. To be proper, each invoice must comply with the requirements of Exhibit B and be accompanied by a certification by the chief administrative officer and the chief financial officer of Municipality, or such other persons designated by Municipality with authority to act in similar capacities, that all funds received and utilized to date by Municipality under this Agreement were utilized only for the Project, only for the portion(s) of the Project that the Oversight Board and County determined were eligible for surtax funding, and only for purposes that Municipality independently determined were eligible for surtax funding. County shall pay Municipality in accordance with the Funding Schedule within thirty (30) days of receipt of Municipality's proper invoice. Payment shall be made to Municipality at the address designated by Municipality for notices pursuant to Section 11.6.

5.3. Phases; Funding Schedule. The Funding Schedule may provide for funding the Project in phases or by deliverable, with the funding for subsequent phases or deliverables to be determined after completion of prior phases or particular deliverables. Any such later-determined funding for the Project, including any modification to the funding amount(s), phase(s), or deliverable(s) stated in the Funding Schedule, shall require a written amendment to this Agreement with an amended Funding Schedule attached thereto setting forth the next phase(s) or deliverable(s) and applicable funding for same. All terms and conditions of this Agreement shall apply to any such amended Funding Schedule. The County Administrator, on behalf of County, and the Municipal Mayor and Municipality's City Manager, on behalf of Municipality, are authorized to execute amendments to this Agreement to incorporate an amended Funding Schedule, provided the total of all funding obligations of County under this Agreement does not exceed the total Maximum Funding Amount. Any amended Funding Schedule or other amendment that would cause County's total funding obligations under this Agreement to exceed the Maximum Funding Amount shall not be effective unless approved by the Board.

5.4. Maximum Funding. Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule (including as amended) are the maximum amounts payable for the applicable portions of the Project, and constitute limitations on County's obligation to provide funding to Municipality for the Project.

Description	Not-To-Exceed Amounts
Phase 1: Construction (inclusive of 5% contingency)	\$ 1,174,741.00
<b>MAXIMUM FUNDING AMOUNT:</b>	<b>\$1,174,741.00</b>

In no event shall County be liable to provide funding to Municipality in excess of the applicable amounts stated in the Funding Schedule or the Maximum Funding Amount, regardless of the basis for any claim or the basis for increased cost, including, without limitation, differing site conditions, delays, weather, or any other reason. If the actual costs of the Project exceed the amount County is obligated to fund per the Funding Schedule, as same may be amended



pursuant to this Agreement, Municipality shall be solely responsible for funding any and all such additional amounts. Municipality is solely responsible for any and all costs to operate, support, and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

5.5. Adjustments for Corridor Projects; Funding Withholding; Other Delayed Funding.

5.5.1. In order to avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of the Project with other projects that affect the same or nearby transportation elements, including, without limitation, other Surtax-Funded Projects and other County or State roadway projects (collectively, "Corridor Projects"). The Contract Administrator shall provide prompt notice to Municipality if County determines that the timing of the Project requires adjustment due to a Corridor Project. Upon receipt of such a notice, Municipality shall use best efforts to suspend any additional work on the Project pending an agreed adjustment to the Project Schedule, and the Parties shall cooperate to mutually approve an adjusted Funding Schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator) and Project Schedule. County may withhold any otherwise scheduled funding until such adjustments are mutually approved by the Parties. To the extent some or all of the Project costs are modified as a direct result of a timing adjustment to accommodate a Corridor Project, such modified costs shall be addressed in an amendment to the Funding Schedule and, if necessary, an amendment to this Agreement.

5.5.2. If commencement or completion of a phase of the Project is delayed beyond its scheduled date by more than one (1) year, or work suspended for more than one (1) year, the Funding Schedule may be unilaterally adjusted as to timing (but not amount) by written notice issued by the Contract Administrator, after consultation with Municipality, to reflect the delay; any adjustment to the amount of funding for any phase in connection with the delay shall require an amended Funding Schedule in accordance with Section 5.3.

5.6. Overpayments; Refunds. Any funding provided by County under this Agreement for a Phase that exceeds the actual amounts expended by Municipality in accordance with this Agreement for that Phase shall be credited against the next invoice to County or refunded to County, as elected by County. Any funding provided by County under this Agreement that exceeds actual amounts paid by Municipality for the Project shall be promptly refunded to County upon Municipality's discovery of an overpayment, County's request for refund, or sixty (60) days after completion of the Project, whichever occurs first. For purposes of this calculation, any interest expense(s) incurred by Municipality are not an allowable cost. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or any Subcontractor (collectively, "Proceeds") shall be either credited against future funding due from

County under this Agreement or paid by Municipality to County within thirty (30) days after its receipt of the Proceeds, as elected by County. The total Proceeds amount credited or refunded to County shall not exceed the total funding provided by County under this Agreement. Municipality shall promptly notify County of any amount of Proceeds received by or credited to Municipality, and of any claims filed or asserted relating to the Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any Proceeds are first credited or repaid to the benefit of County before any other allocation.

5.7. Separate Accounting. Municipality shall deposit and maintain all funding received from any source for the Project in a segregated fund or account, which shall be subject to audit pursuant to Article 8. Any interest earned by Municipality on any funds provided under this Agreement shall be credited against the funding otherwise due from County under this Agreement and must be utilized by Municipality solely in accordance with the terms of this Agreement. Upon prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for the Project funds provided the accounting method permits a full and complete audit of the funds as required by Article 8.

5.8. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to ensure utilization of the funds in accordance with this Agreement, applicable law, and the Board-approved transportation surtax program. Failure of Municipality or the Project to comply with the Reporting Requirements or the Performance Metrics may also be a basis to withhold or limit future funding for the Project, as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly stated otherwise herein, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of this Agreement; County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance with the applicable terms and conditions of this Agreement is cured to the reasonable satisfaction of Contract Administrator.

5.9. Final Invoice and Reconciliation. Unless otherwise stated in the Funding Schedule or approved by the Contract Administrator, Municipality must submit the final invoice to County no later than one hundred twenty (120) days after the completion of the Project. The final invoice must be accompanied by a complete summary of all expenses incurred and all amounts paid for the Project, all funding, Proceeds, interest, or other amounts received relating to the Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Final Reconciliation"). Upon request by the Contract Administrator, Municipality shall provide any backup or additional documentation requested relating to the Final Reconciliation; if County or Municipality identifies any error or omission in the Final Reconciliation, Municipality shall resubmit a corrected final invoice and corrected Final Reconciliation. County shall pay the correct final invoice after review and approval of the Final Reconciliation.

## ARTICLE 6. TRANSPORTATION SURTAX PROJECT COORDINATION AND PARTICIPATION

6.1. Reporting Requirements. Unless waived in writing by the Contract Administrator, Municipality shall comply with the Reporting Requirements set forth in **Exhibit C**. In addition, Municipality shall provide written reports to the Contract Administrator consisting of the following information as of the date of the report, with monthly information provided within thirty (30) days after the end of the applicable month, quarterly information provided within forty-five (45) days after the end of the applicable quarter, and annual information provided within one hundred eighty (180) days after the end of the fiscal year:

6.1.1. Quarterly Report on Expenditures: For both total to date and total for the applicable quarter, the total funds received from any funding source for the Project (itemized by funding source) and total funds (by funding source) expended to date for the Project;

6.1.2. Monthly Report on Project Schedule: The updated Project Schedule, summary of progress during the applicable quarter, and any adjustments to the Project Schedule (including all approved adjustments and pending requests for adjustments);

6.1.3. Monthly report on Material Changes or Impacts: All material changes to the Project, the Project Schedule, or any other aspect of the Project that may impact the cost of the Project or the ability of the Project to achieve the intended goals or purposes; and

6.1.4. Annual Audit Reports: On an annual basis, copies of Municipality's most recent annual financial reporting packages, reports, or other information required to be submitted in accordance with Section 215.97, Florida Statutes. A copy of Municipality's most recent single audit complies with this requirement.

6.2. Performance Metrics. Municipality must ensure that the quality, progress, and nature of the Project strictly comply with the Performance Metrics stated in Exhibit C. The Contract Administrator may modify the Performance Metrics for the Project at any time with the written approval of the Project Manager. In addition to the reporting required pursuant to Section 6.1 above, Municipality shall provide written reports to the Contract Administrator on at least an annual basis, no later than ninety (90) days after the end of the fiscal year, documenting the Project's compliance with the applicable Performance Metrics. The Contract Administrator or designee will provide technical assistance and support, as may be reasonably requested by Municipality, and shall make available to Municipality a centralized repository of relevant, available metrics and data.

6.3. Permitting for Surtax-Funded Projects. To decrease public inconvenience and to facilitate the expeditious and efficient completion of Surtax-Funded Projects, for any Surtax-Funded Project that is performed by County and is in whole or in part within the geographical boundaries of Municipality, Municipality shall waive, to the full extent permissible under applicable law, all municipal permitting requirements, except to the extent of any portion of the work performed by County that will be owned, operated, and maintained by Municipality. The waiver shall

include, but not be limited to, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with State and County standards for work in the public right of way. County shall waive, to the full extent permissible under applicable law, all County permitting fees for municipal Surtax-Funded Projects.

6.4. Road Closures. Municipality shall institute and comply with a cooperative notification program that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads that are closed for any reason, including but not limited to the Project, other construction, or flooding, in a format prescribed by County. Providing Municipality consistently utilizes the cooperative notification program established by County and promptly cures any nonperformance upon notice by County, nonrecurring or isolated incidents of failure by Municipality to timely notify as required by this Section 6.4 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.5. Branding and Marketing. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including, but not limited to, signage prominently acknowledging the surtax funding source of Surtax-Funded Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County pursuant to this Section 6.5 shall be fully funded by County. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this Section 6.5 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.6. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure the Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County shall be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County in order to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County any and all access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of Municipality's failure to comply with this Section 6.6 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.7. Conflict of Interest.

6.7.1. Municipality represents and agrees that it has not contracted, and will not contract during the term of this Agreement, with the MPO for the MPO to perform any of the following services (collectively, the "Contracting Prohibitions"):

- 6.7.1.1. Any design, construction, oversight, or management services relating to any Surtax-Funded Project or any proposed project for which transportation surtax funding is being or will be sought;
- 6.7.1.2. Any planning, oversight, or reporting services relating to any receipt by Municipality of community shuttle surtax funding; or
- 6.7.1.3. Any grant writing or grant consultation services in connection with any Surtax-Funded Project (or proposed Surtax-Funded Project).

6.7.2. The foregoing Contracting Prohibitions:

- 6.7.2.1. Shall not apply to any state- or federally-mandated services provided by the MPO for which services the MPO does not receive any compensation from Municipality beyond Municipality's annual contribution to the MPO;
- 6.7.2.2. May be waived by the County Administrator in connection with any Surtax-Funded Project for which the County Administrator determines, in his or her sole discretion, that such waiver is in the best interest of Broward County for reasons including, but not limited to, that such waiver would permit the performance of services reasonably necessary to obtain significant state or federal matching funds in connection with any project or proposed project. No such waiver shall be effective unless approved by the County Administrator in writing; and
- 6.7.2.3. Do not prohibit or in any way impede the ability of Municipality to contract with any entity other than the MPO for transportation planning services whether or not such services are in connection with any Surtax-Funded Project.

The Parties agree that any violation of the Contracting Prohibitions will constitute a material breach of this Agreement which, in addition to all other remedies available to County under this Agreement, would permit County to terminate this Agreement, withhold all funds otherwise payable to Municipality under this Agreement, and require Municipality to repay County in full for any funds previously paid by County under this Agreement.

6.8. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under this Agreement, without prior written approval from County. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within ninety (90) days after the sale, transfer, or disposal, an amount equal to the greater of County's

share of the fair market value or the straight-line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

6.9. Affirmation of MPO Prioritization and Ranking Process. Municipality acknowledges that the prioritization and ranking process of municipal capital projects for fiscal year 2020 was completed in compliance with all applicable obligations of County and the MPO; and was informed by each project's ability to alleviate traffic congestion and improve connectivity, as well as shovel-readiness, construction work planned in the vicinity of a proposed project, corridor delivery timing, and other existing conditions that allow surtax revenues to be utilized responsibly, efficiently, and with the least interruption to residents and businesses. Municipality hereby waives and releases any and all claims it has or may have that accrued at any time prior to the effective date of this Agreement, which claims, in any way, relate to, result from, or are in connection with the prioritization and ranking process of municipal capital projects for fiscal year 2020 or the County's funding decisions related thereto. Municipality agrees and stipulates that the MPO prioritization and ranking process for fiscal year 2020 was proper and consistent with the applicable interlocal agreements and that the County is not, as of the effective date of this agreement, in breach or default of any provision of any applicable interlocal agreement relating in any way to expenditure of transportation surtax proceeds.

## **ARTICLE 7. INDEMNIFICATION**

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

## ARTICLE 8. AUDITING

8.1. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the “Audited Entities”) that are related to the Project or this Agreement (the “Contract Records”). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Project. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance relating to the Project of any of the Audited Entities.

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Project or this Agreement until the later of five (5) years after expiration or termination of this Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. The Project and all expenditures relating to the Project shall be subject to the Oversight Board’s review, critique, and analysis for the duration of the Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County’s disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County’s audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result

of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with any other Audited Entity. Municipality shall further include in its contract with Contractor and its contract with Consultant the following provision:

"If an audit inspection or examination in accordance with this provision discloses overpricing or overcharges to Municipality (of any nature) by the contractor or the contractor's subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of any audit conducted by or on behalf of Municipality, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by contractor to the Municipality or Broward County, as applicable, along with any required adjustments for the overpricing or overcharges. Any adjustments or payments that must be made as a result of any such audit or inspection of the contractor's invoices or records shall be made within a reasonable amount of time (not to exceed 30 days) after presentation of the audit findings to contractor."

8.2. Performance Audit. The Project, and all funding received, maintained, or expended by Municipality for the Project, shall be subject to audits and reviews by the Oversight Board at its expense (and subject to reimbursement pursuant to this article) for the duration of the Project and continuing until five (5) years after the later of completion of the project, expiration or termination of this Agreement, or resolution of any audit findings. Municipality shall fully cooperate and provide any and all requested Contract Records as may be requested by the Oversight Board. The Project and all funds received, maintained, or expended relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

## **ARTICLE 9. TERMINATION**

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated by the Board upon sixty (60) days' prior written notice if the Board determines that the Project cannot be funded with surtax funding under applicable law, including Section 212.055, Florida Statutes. This Agreement may be immediately terminated by written notice by the County Administrator if the transportation surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal.

9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the Project in compliance with this Agreement, including the Project



Schedule (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of this Agreement or the Project by Municipality, Contractor, or Consultant;

9.2.4. Contractor's or Consultant's act or omission that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

9.2.5. Utilization of the funding provided by County under this Agreement in a manner that violates applicable law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

9.4. If this Agreement is terminated by County, Municipality shall be paid from proceeds of the surtax levied pursuant to Section 212.055, Florida Statutes, if funding is available, for any work on the Project properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable.

9.5. In addition to any right of termination stated in this Agreement, County and Municipality shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate this Agreement upon thirty (30) days' prior written notice to County if Municipality determines not to proceed with the Project and either (a) the written notice of termination is provided prior to Municipality's receipt of any funding from County under this Agreement, or (b) prior to the effective date of termination, Municipality returns all funding received from County under this Agreement, including any interest earned by Municipality on any funds provided by County under this Agreement.

#### **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall include the foregoing or similar language in its contracts with Contractor and Consultant, and shall require inclusion of the foregoing or similar language in their contracts with Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. Unless otherwise approved in advance in writing by County's Director of Office of Economic and Small Business Development ("OESBD"), Municipality shall comply with all applicable requirements of the County Business Opportunity Act, Section 1-81, et seq., Broward County Code of Ordinances, in the award and administration of any contract or agreement regarding the Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3. Unless otherwise approved in advance in writing by County's Director of OESBD, Municipality will meet the required CBE goal for the Project by utilizing (or requiring the utilization of) CBE firms for at least thirty percent (30%) of total Project costs, except that no CBE commitment shall apply to agreements that are subject to other participation goals (e.g., federal DBE program or SBE reserves), agreements that are expressly exempt from the County's Procurement Code, agreements that are otherwise ineligible by state or federal law, and agreements to which goals are not assigned by the County (e.g., sole source, sole brand, and emergency agreements) (the "Commitment").

10.4. Each CBE firm utilized to meet the Commitment must be certified by OESBD. Municipality shall inform County immediately when a CBE firm is not able to perform or if Municipality believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Municipality to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Municipality shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Project and no CBE firm is available to perform the modified Project; in which event, Municipality shall notify County, and OESBD may adjust the Commitment by written notice to Municipality. Municipality shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5. Municipality shall include the following provision in its contract with Contractor:

"The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the "Commitment"), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses.

An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Broward County, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality, or must be paid by Municipality to Broward County within thirty (30) days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.”

10.6. Municipality shall require Contractor and Consultant to provide written monthly reports to the Municipality and the Contract Administrator no later than ten (10) business days after the end of the month regarding Contractor’s and Consultant’s compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor’s and Consultant’s progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

## **ARTICLE 11. MISCELLANEOUS**

11.1. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. In the event of a dispute regarding the performance of this Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that the respective staff have failed to resolve despite diligent good faith efforts, the Contract Administrator and the Project Manager (or other appropriate representative(s) designated by County or Municipality, respectively) shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; if either Party thereafter provides written notice of impasse, the Mayors or Vice-Mayors of the County and Municipality shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; any resolution must be approved by the governing bodies of both Parties to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.2. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Municipality shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.3. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

11.4. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality, nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.

11.5. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.6. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Administrator  
Attn: Monica Cepero  
115 South Andrews Avenue, Room 409  
Fort Lauderdale, Florida 33301  
Email address: mcepero@broward.org

*With a copy to:*

Broward County Attorney's Office:  
Attn: Angela J. Wallace  
115 South Andrews Avenue, Room 423  
Fort Lauderdale, Florida 33301  
Email address: ajwallace@broward.org

FOR MUNICIPALITY:

City of Pompano Beach Capital Improvement Plan Manager  
Attn: Tammy Good  
100 W Atlantic Blvd., 4<sup>th</sup> Floor  
Pompano Beach, FL 33060  
Email address: Tammy.Good@copbfl.com

*With a copy to:*

City Manager's Office  
Attn: Suzette Sibble  
100 W. Atlantic Blvd., 4<sup>th</sup> Floor  
Pompano Beach, FL 33060  
Email address: suzette.sibble@copbfl.com

*With a copy to:*

City Attorney's Office  
Attn: Mark E. Berman  
100 W. Atlantic Blvd., 4<sup>th</sup> Floor  
Pompano Beach, FL 33060  
Email address: mark.berman@copbfl.com

11.7. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or Municipality's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.9. Compliance with Laws. Municipality and the Project must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.10. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.11. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.12. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.13. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section,

unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

11.14. Priority of Provisions. Unless otherwise expressly stated in this Agreement, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect. In the event of a conflict between this Agreement and the Transportation System Surtax Interlocal Agreement, executed by County on August 29, 2018, as amended, the provisions of this Agreement shall prevail and be given effect.

11.15. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF MUNICIPALITY AND COUNTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.16. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Municipality.

11.17. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.18. Payable Interest

11.18.1. Payment of Interest. County shall not be liable to pay any interest to Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.18.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment

interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.19. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

11.20. Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Municipality as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, as amended from time to time, shall be deemed to apply to such construction work. Municipality shall ensure Contractor fully complies with the requirements of such ordinance and satisfies, complies with, and completes the required forms as set forth in the Surtax-Funded Projects Form Construction Contract or such other contract as is approved pursuant to this Agreement.

11.21. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.22. Living Wage Requirement. To the extent Contractor is a “covered employer” within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Municipality shall include in its written agreement with Contractor that Contractor agrees to and shall pay to all of its employees providing “covered services,” as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Contractor shall ensure all of its Subcontractors that qualify as “covered employers” fully comply with the requirements of such ordinance.

11.23. Workforce Investment Program. Municipality acknowledges the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code (“Workforce Investment Program”). Municipality shall include in its contract with Contractor the requirements of the Workforce Investment Program and Contractor’s agreement to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth in the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Municipality or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement.

11.24. Polystyrene Food Service Articles. Municipality shall include in its contract with Contractor the requirements of the prohibition on the use or sale of expanded polystyrene



products (e.g., Styrofoam) or single-use plastic beverage straws or stirrers on County property as set forth in Section 27.173, Broward County Administrative Code.

11.25. Survivability. Notwithstanding any expiration or termination of this Agreement, the following provisions shall survive expiration and termination: Section 3.2 (Municipal Responsibility for the Project); Section 5.6 (Overpayments; Refunds); Article 6 (Transportation Surtax Project Coordination and Participation); Article 7 (Indemnification); Article 8 (Auditing); Section 11.2 (Public Records); Section 11.15 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.18 (Payable Interest).

11.26. Approvals. To be effective, any approval under this Agreement made by or on behalf of the County, County Administrator, Contract Administrator, Project Manager, or other representative of either Party must be in writing.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of August, 2020, Agenda Item No. 86, and Municipality, signing by and through its Mayor and City Manager, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through its County Administrator

By \_\_\_\_\_  
County Administrator

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By \_\_\_\_\_  
Gavin P. Rynard (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Angela J. Wallace (Date)  
Transportation Surtax General Counsel

AJW/gpr  
Municipal Interlocal Agreement – POMP-004  
8/11/2022  
#487127.12

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF POMPANO BEACH  
FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: BAY DRIVE NEIGHBORHOOD  
STORMWATER IMPROVEMENT PROJECT (POMP-004)**

**MUNICIPALITY**

ATTEST:

DocuSigned by:  
*Asceleta Hammond*  
62AB0835850F4A1...  
\_\_\_\_\_  
ASCELETA HAMMOND  
CITY CLERK

CITY OF POMPANO BEACH

DocuSigned by:  
*Rey Hardin*  
502CB780EB3F480...  
By: \_\_\_\_\_  
REX HARDIN, CITY MAYOR

17th day of August, 2022

DocuSigned by:  
*Gregory P. Harrison*  
7052A67F15A44C8...  
By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

17th day of August, 2022

I HEREBY CERTIFY that I have approved  
this Agreement as to form and legal  
sufficiency subject to execution by the parties:

DocuSigned by:  
*Mark E. Berman*  
B4DD5E1CDA804A1...  
\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY



**EXHIBIT A**  
**Project Description and Project Schedule**

**A. Project:**

**Bay Drive Neighborhood Stormwater Improvement Project (POMP-004)**

The Scope of Services of the Bay Drive Neighborhood Stormwater Improvement Project (the "Project") consists of construction and construction administration services, to improve the drainage systems in the Bay Drive Neighborhood in the City of Pompano Beach (the "Municipality"), as further explained in the final signed and sealed construction documents, attached hereto as Exhibit A-1 . This project will be based on the City of Pompano Beach Stormwater Master Plan. The storm drainage system to be installed includes HDPE solid piping and applicable structures, roadway work, swale construction, conflict resolution with existing water and sewer utilities, and minor landscaping. Pipe sizing will be confirmed with modeling software to ensure the recommend pipe sizes are correct and no downstream pipes need increasing. The project limits are approximately SR A1A (to the west and north), Bay Dr (to the east), and Dow St. (to the south). It is anticipated a minor drainage modification will be needed and obtained within this Scope. Tasks shall include, but not be limited to, a topographic survey, horizontal designation services, location services, a kick-off and document review phase, engineering permitting, a construction document phase, and construction administration services.

Improvements to a public road stormwater system that address drainage deficiencies are eligible for transportation surtax funding, provided the drainage improvements only address stormwater runoff from a public roadway. A drainage analysis is required for drainage work and may include the width of the road right-of-way plus up to ten (10) feet on each side of the right-of-way to calculate the eligible size of the stormwater system.

The following items are not eligible for transportation surtax funding:

- Utility system adjustments.
  
- Increases to the stormwater system to accommodate a drainage area greater than the eligible size and improvements to address runoff from private roads and/or developments.

All costs associated with work ineligible for surtax funding must be adequately and separately itemized and paid by Municipality with non-transportation surtax funds.

Anticipated improvements involving County's right of way must be submitted to County for review and are subject to County's prior written approval.

Anticipated improvements involving State roads must be submitted to the Florida Department of Transportation, District 4, for review and are subject to FDOT's prior written approval.

**B. Deliverables:**

Municipality shall provide quantifiable, measurable, and verifiable units of Deliverables as set forth below. Each Deliverable must specify the required minimum level of work to be performed and the criteria for evaluating successful completion of the Deliverable.

**DELIVERABLES:**

<b>No.</b>	<b>Description</b>	<b>Duration/Deadline</b>	<b>Acceptance Criteria</b>
1	Execution of ILA between County and City	October 6, 2022	ILA Executed by City
2	Project Construction Contract Advertising Bid and Award	January 9, 2023	Construction Contract Executed
3	Contractor Agreement Execution	May 1, 2023	Agreement Executed
4	Notice to Proceed No. 1 Issued (Shop Drawings, Permits)	June 19, 2023	NTP Issued
5*	Notice to Proceed No. 2 Issued (Construction)	July 3, 2023	NTP Issued
5a	Mobilization/Clearing & Grubbing/Permit/Bonds	August 7, 2023	Progress Inspection/Copy on Recorded Bonds
5b	Pipe Installation	January 15, 2024	Progress Inspections
5c	Catch Basins/Pavement	January 30, 2024	Progress Inspections
5d	Substantial Completion Restoration/Closeout	March 22, 2024	Final Inspection/Close-out Documents
6	Construction Completion	April 30, 2024	Project Certified/ Final Payment Issued

\* The order in which street segments are completed may vary depending on Contractor preferences and City requirements

**C. Project Schedule:**

County and City approve ILA for Project:	October 6, 2022
Bid Advertisement:	January 9, 2023
Bid Opening:	February 10, 2023
County 20-day Review Period	March 13, 2023
Bid Award:	May 1, 2023
Notice to Proceed No. 1 (Shop Drawings, Permits)	June 19, 2023
Notice to Proceed No. 2 (Construction)	July 3, 2023
<b>Substantial Completion</b>	<b>March 22, 2024</b>
<b>Project Completion</b>	<b>April 30, 2024</b>

**EXHIBIT A-1**



CITY OF  
POMPAÑO BEACH

# ENGINEERING PLANS

FOR  
**POMP-004**

## BAY DRIVE NEIGHBORHOOD STORMWATER IMPROVEMENTS PROJECT

CITY OF POMPAÑO BEACH, FLORIDA

**FEMA FLOOD ZONE:**  
THE PROPERTY IS LOCATED WITHIN FLOOD ZONES AE(1), AE(2), AE(3), VE(1) AND X AS SHOWN ON FIRM NO. 120710015G, BEARING A MAP EFFECTIVE DATE OF 09/18/2014.

ELEV.	DIFFERENCE	DATUM
1.57	+1.57 FEET	NGVD 1929
0.00		NAVD 1988

ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON NAVD 1988 DATUM

**LAND DESCRIPTION:**

PORTIONS OF HILLSBORO SHORES SECTION 'A', ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 21 PAGE 14 AND HILLSBORO SHORES SECTION 'B', ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 22 PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA.  
ALL OF THE DESCRIBED LAND HEREON LYING IN THE CITY OF POMPAÑO BEACH, BROWARD COUNTY FLORIDA.



**LOCATION MAP**  
SECTION 29, TOWNSHIP 48 S, RANGE 43 E AND SECTION 30, TOWNSHIP 48 S, RANGE 43 E

PREPARED FOR:  
**CITY OF POMPAÑO BEACH**  
100 W. ATLANTIC BOULEVARD  
POMPAÑO BEACH, FL 33060

THESE PLANS MAY HAVE BEEN REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION IN WRITING FROM THE ENGINEER. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.



**MAJOR:** REX HARDIN  
**VICE MAJOR DISTRICT 5:** BARRY MOSS  
**COMMISSIONER DISTRICT 1:** ANDREA MCGEE  
**COMMISSIONER DISTRICT 2:** RHONDA EATON  
**COMMISSIONER DISTRICT 3:** TOM McMAHON  
**COMMISSIONER DISTRICT 4:** BEVERLY PERKINS  
**CITY MANAGER:** GREG HARRISON  
**CITY ENGINEER:** JOHN SPINOLLOS, PE  
**PROJECT MANAGER:** TAMMY GOOD, CGC

Sheet Sequence No.	Sheet Identification	Sheet Title
-	GI-000	COVER
1	GI-001	LEGEND
2	GI-002	CONSTRUCTION SPECIFICATIONS
3	GI-003	GENERAL NOTES
4	CG-100	EROSION AND SEDIMENTATION CONTROL PLAN
5-14	CP-101 - CP-108	PAVING, GRADING AND DRAINAGE PLANS
15-17	CP-501 - CP-503	PAVING, GRADING AND DRAINAGE DETAILS

PERMITTING AGENCIES	PERMIT NO.
CITY OF POMPAÑO BEACH (ENGINEERING)	
BROWARD COUNTY ENVIRONMENTAL PROTECTION (STORMWATER)	
SOUTH FLORIDA WATER MANAGEMENT DISTRICT (STORMWATER)	



PROJECT No. 10020.28 DATE: 09/24/2018

THOMAS F. GONNARHE, P.E.  
FLORIDA REG. NO. 60529  
(FOR THE FIRM)



Existing	Proposed	Description
		Centerline & Baseline of Survey or Construction
		Building Access (ADA)
		Building Access (NON-ADA)
		Driveway Turnout Identification (Per FOOT Index 515)
		Drive Width
		Sidewalk Curb Ramp (Per FOOT Index 304)
		Proposed Section Marker
		Flag Pole
		GPS Point
		Hay Bales
		Mail Box
		Major Contour Elevation
		Minor Contour Elevation
		Property Line
		Grade Elevation
		Top Of Curb Elevation/Pavement Elevation
		Survey Bench Mark
		Lane Types
		Description
		County Bound
		Demolition Line
		Easement Line
		Property Line
		Limited Access Line/Non-Vehicular Access
		Right Of Way
		Canal Or Drainage Ditch
		Shore Line
		Tree Line
		Aerial Communication Line
		Underground Communication Line
		Underground Storm Drain Line (Double Line 24" And Over)
		Underground Sanitary Line
		Aerial Electric Line
		Underground Electric Line
		Underground Water Line
		Underground Non-Pressure Water Line
		Underground Force Main
		Gas
		Chain Link Fence
		Wood Fence
		Metal Rail Fence
		Self Fence
		Staked Turf/Soil Barrier
		Turf/Soil Barrier
		Guard Rail
		Roadway Centerline
		2 - 4 Strip
		3 - 9 Strip
		6 - 10 Strip
		10 - 20 Strip
		Curb
		Curb And Gutter
		Description
		Bush
		Tree
		Palm Tree

Existing	Proposed	Description
		Flow Directional Arrow
		Pavement Marking Arrows
		Concrete Sidewalk
		Jogging Path
		Existing Pavement/Concrete Landscape Removal Area
		Milling And Resurfacing
		Detectable Warning (Truncated Domes) Per Florida Accessibility Code
		Soil Tracking Prevention Device
		Description
		Catch Basin
		Yard Drain
		Exfiltration Trench
		Catch Basin With Filter Fabric Insert
		Curb Type 5
		Curb Type 6
		Pipe Culvert - Metered End Section
		Pipe Culvert - Straight Endwall
		Pipe Culvert - U - Type Endwall
		Manhole - Communication, Electric, Gas, Dm, San Sew
		Valve Box - Gas, San, Sew, Water, Non-Portable Water
		22.5 degree Bend
		45 degree Bend
		90 degree Bend
		Utility Crossing
		Fire Hydrant
		Proposed Bacteriological Sampling Point
		Pump Station
		Grease Trap
		Sepsic Tank
		Drainage Well
		Monitoring Well
		Water Well
		Sanitary Sewer Cleanout
		Back Flow Preventor
		Junction Box
		Electric Handhole
		Electric Meter
		Water Meter
		Gate Valve
		Light Pole
		Redacted Or Adjusted Light Pole
		Wood Power Pole
		Concrete Utility Pole
		Traffic Signal Pole (Concrete, Wood, Metal)
		Pedestrian Signal Head (Pole Or Pedestal Mounted)
		Post Mounted Sign
		Street Sign
		High Mast Lighting Tower
		Controller Cabinet (Pole Mounted)
		Traffic Signal Head (Pole Mounted)
		Traffic Signal Head (Pedestal Mounted)
		Traffic Signal Head (Mast Arm Mounted)
		Coordinate values shown on proposed improvements are relative to the coordinate values indicated on the Right-of-Way, property corners or reference monument
		N 623025.4322
		E 860262.1786

General	Abbreviations
AAOT	Annual Average Daily Traffic
ABAN	Abandon
ADJ	Adjust
A.P.P.R.O.X.	Approximate
A.C.	Asphalt Concrete
A.C.C.M.P.P.E.	Asphalt Concrete Corrugated Metal Pipe
BIT	Bituminous
BL	Back Of Curb
BLDG	Building
BL	Baseline
BM	Benchmark
BOS	Bottom Of Slope
BR	Bridge
CAP	Corrugated Aluminum Pipe
CB	Catch Basin
CBCL	Catch Basin With Curb Inlet
CC	Cement Concrete
CCM	Cement Concrete Masonry
CEM	Cement
CI	Curb Inlet
CIP	Chain Link Fence
CL	Centerline
CLMP	Corrugated Metal Pipe
CO	County
CONC	Concrete
CONST	Construction
CONTR	Continuation
CR	Crown Grade
CR GR	Design Hourly Volume
DI	Diameter
DA	Ductile Iron Pipe
DVY	Ductile Iron Pipe
ELEV (OR EL.)	Elevation
EMB	Embedment
EOP	Edge Of Pavement
EXIST (OR EX)	Existing
EXG	Excavation
F&G	Frame And Gable
F&G	Frame And Gable
FDN	Foundation
F.D.S.T.N	Foundation
GAR	Garage
GD	Ground
GI	Gutter Inlet
GIP	Galvanized Iron Pipe
GRAV	Gravel
GRD	Gravel
GV	Gate Valve
HDW	Headwall
HMA	Hot Mix Asphalt
HOR	Horizontal
HTD	Hydrant
INT	Invert
JCT	Junction
LD	Lead Basin
LP	Light Pole
LT	Left
LX	Maximum
MB	Mallock
MH	Manhole
MIN	Minimum
NC	Not In Contact
NO	Number
PC	Point Of Curvature
PCG	Point Of Compound Curvature
P.G.L.	Profile Grade Line

Abbreviations Continued	
PI	Point Of Intersection
POC	Point On Curve
POT	Point On Tangent
PRC	Point Of Reverse Curvature
PROJ	Proposed
PT	Point Of Tangency
PVC	Point Of Vertical Curvature
PVI	Point Of Vertical Intersection
PVT	Point Of Vertical Tangency
PWAT	Parapet
PWV	Parapet Way
R	Radius
R&D	Remove And Dispose
RD	Reinforced Concrete Pipe
RDVY	Road
RE	Remove
RET	Retain
RET WALL	Retaining Wall
ROW	Right Of Way
R&R	Railroad
RT	Remove And Reet
RT	Right
SHD	Shoulder
SMH	Sheet Metal
ST	Street
STA	Station
S&S	Stopping Sight Distance
SW	Sidewalk
T	Tangent
TAN	Tangent
TEMP	Temporary
TC	Top Of Curb
TOS	Top Of Slope
TP	Typical
UP	Utility Pole
VAB	Vertical
VERT	Vertical
VERT CURVE	Vertical Curve
WCR	Weighted Chain Ramp
WIP	Weighted Iron Pipe
WM	Water Meter/Water Main
X-SECT	Cross Section

301 East Atlantic Boulevard  
Pompano Beach, FL 33060  
PH: (954) 798-3400  
Florida Certificate of  
Authorization # - 7928

Florida's Warmest Welcome

**POMP-004**  
**BAY DRIVE**  
**NEIGHBORHOOD**  
**STORMWATER**  
**IMPROVEMENTS**  
**PROJECT**

SCALE: AS NOTED  
DATE ISSUED: MAY 2018  
DRAWN BY: NL  
DESIGNED BY: MG

CHECKED BY: F.D.  
DATE ISSUED: MAY 2018  
DRAWN BY: NL  
DESIGNED BY: MG

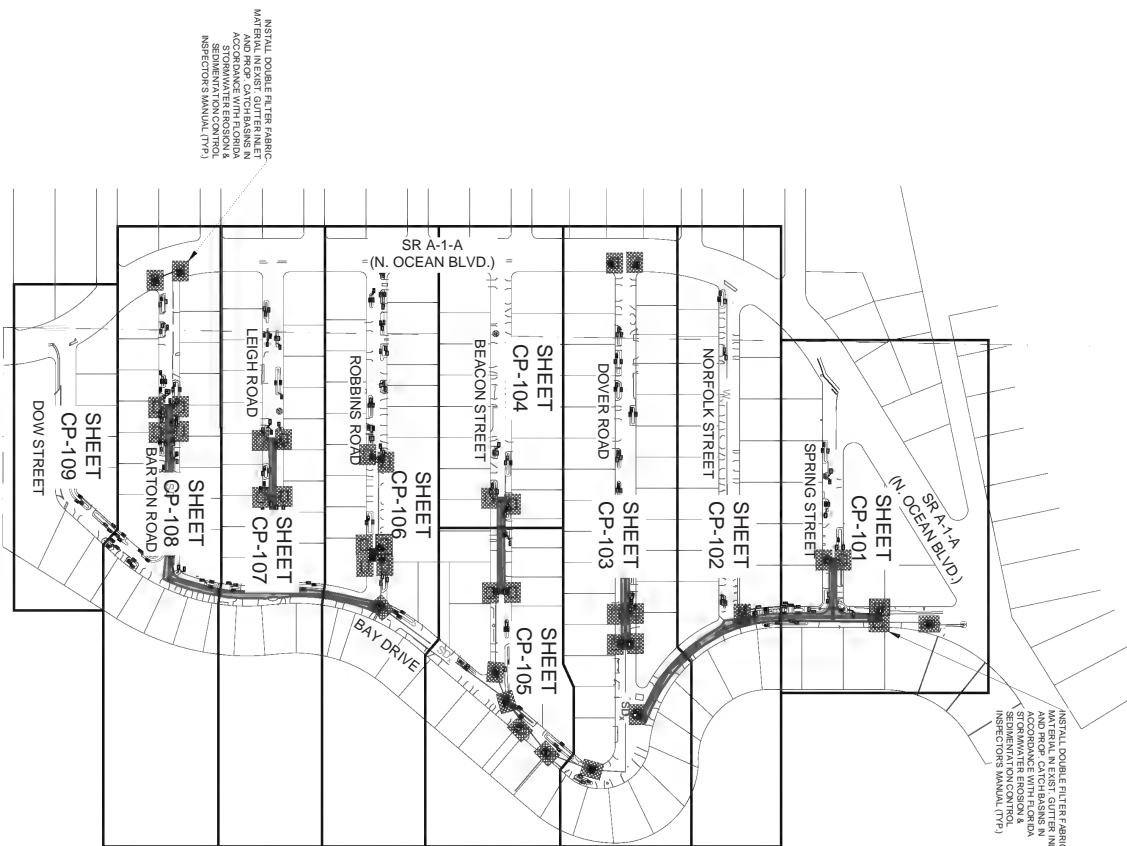
**LEGEND**

SHEET NUMBER: **G1-001**

PROJECT NO: 10020.28







N

GRAPHIC SCALE

0 200 400

SCALE: 1"=200'

NOTE: PRINTED DRAWINGS SIZE MAY VARY FROM ORIGINAL SIZE. ALWAYS USE ORIGINAL DRAWING FOR SCALE ABOVE.

**GENERAL NOTES - EROSION CONTROL:**

1. THE CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION CONTROL AND SEDIMENTATION CONTROL MEASURES IN ACCORDANCE WITH THE STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL (F.S. 626.401) AND THE FLORIDA SEDIMENTATION CONTROL INSPECTORS MANUAL (TYP).
2. MAINTENANCE MEASURES SHALL BE APPLIED AS NEEDED DURING THE ENTIRE CONSTRUCTION CYCLE. AFTER EACH RAINFALL, A VISUAL INSPECTION SHALL BE MADE OF ALL EROSION CONTROL MEASURES TO DETERMINE IF THEY ARE FUNCTIONING AS DESIGNED.
3. CATCH BASIN INLETS, STORM SEWER MANHOLES AND OTHER STRUCTURES SHALL BE PROTECTED FROM CONSTRUCTION OPERATIONS FROM SEDIMENT RUNOFF AND DEBRIS BY PLACING A FILTER FABRIC MATERIAL IN THE FRAME AND GRATEMANHOLE COVER. PREVENTIVE METHODS MUST BE UTILIZED AROUND THESE STRUCTURES DURING CONSTRUCTION OPERATIONS BY OTHER TRADES TO PREVENT SEDIMENT FROM ENTERING THESE STRUCTURES. APPROVED BY THE AGENCY HAVING JURISDICTION OR DESIGN ENGINEER OF RECORD.
4. IF REQUIRED, THE CONTRACTOR SHALL INSTALL A SOIL STABILIZATION MEASURE TO PREVENT EROSION AND SEDIMENTATION CONTROL INSPECTORS MANUAL. THE CONTRACTOR SHALL TAKE MEASURES TO INSURE THE CLEANUP OF SEDIMENTS THAT HAVE BEEN TRACKED BY VEHICLES OR HAVE BEEN TRANSPORTED BY WIND OR STORM SYSTEMS AROUND THE CONSTRUCTION ENTRANCES AND CONSTRUCTION ROADS. IF APPROPRIATE, SHALL BE IMPLEMENTED IN ORDER TO REDUCE OFFSITE TRACKING.
5. ALL AREAS OF DISTURBANCE THAT ARE NOT WITHIN BUILDING OR PAVEMENT LIMITS SHALL BE SOGGED, REFER TO LANDSCAPE PLANS FOR SOG SPECIFICATION AND REQUIREMENTS.
6. REMOVE ALL EROSION CONTROL IMPROVEMENTS AFTER A DISTURBED AREA HAS BEEN STABILIZED WITH THE FINAL GROUND COVER.
7. 80% OF THE TEMPORARY CONSTRUCTION FENCE WILL BE PROTECTED WITH WIND SCREEN AT ALL TIMES ACCORDING TO CORP ORDINANCE.

100% PERMIT SET 5/7/2020

Florida's Warmest Welcome

**KEITH**

301 East Atlantic Boulevard  
Pompano Beach, FL 33060  
PH: (954) 798-3400  
Florida Certificate of  
Authorization # - 7928

BD / CONTRACT NO.:

**POMP-004**  
**BAY DRIVE**  
**NEIGHBORHOOD**  
**STORMWATER**  
**IMPROVEMENTS**  
**PROJECT**

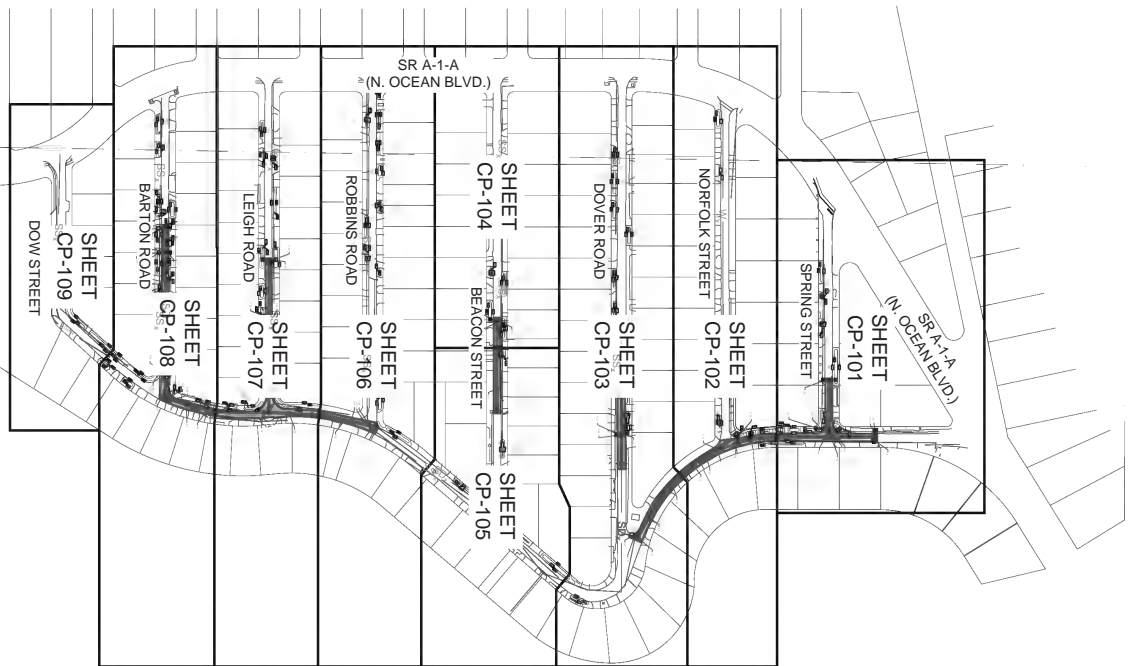
SCALE: AS NOTED  
DATE ISSUED: MAY 2019  
DRAWN BY: NL  
DESIGNED BY: MG  
CHECKED BY: TD

SHEET TITLE  
**EROSION AND**  
**SEDIMENTATION**  
**CONTROL PLAN**

SHEET NUMBER  
**CG-100**

PROJECT NO. **10020.28**

THOMAS F. DONAHUE, P.E.  
FLORIDA LICENSE NO. 68259  
(FOR THE NRM)



GRAPHIC SCALE  
 0 200 400  
 SCALE: 1"=400'  
 NOTE: PRINTED DRAWINGS SIZE MAY HAVE CHANGED FROM SCALE ABOVE.

**KEITH**  
 301 East Atlantic Boulevard  
 Pompano Beach, FL 33060  
 PH: (954) 798-3400  
 Florida Certificate of  
 Authorization # - 7928  
 BID/CONTRACT NO.:



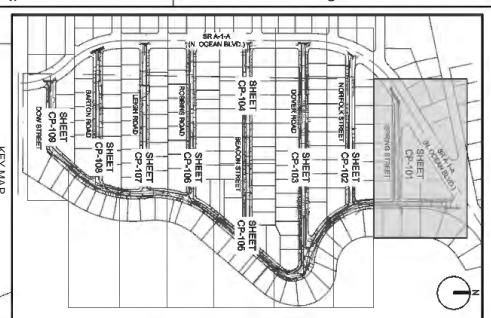
**POMP-004**  
 BAY DRIVE  
 NEIGHBORHOOD  
 STORMWATER  
 IMPROVEMENTS  
 PROJECT

SCALE: AS NOTED  
 DATE ISSUED: MAY 2019  
 DRAWN BY: NL  
 DESIGNED BY: MG  
 CHECKED BY: TD



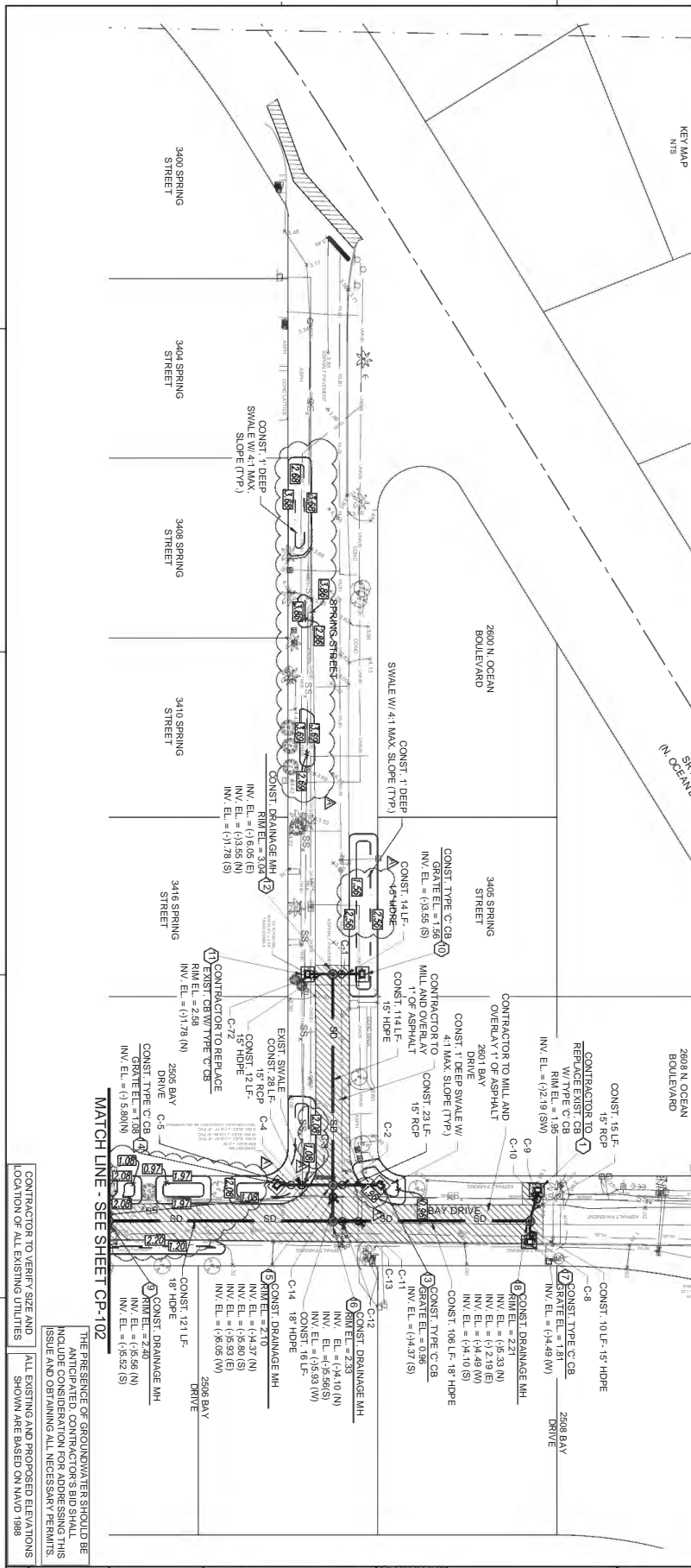
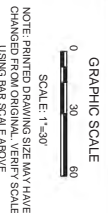
THOMAS F. DONAHUE, P.E.  
 LICENSE NO. 69258  
 (FOR THE FIRM)

SHEET NUMBER	KEY SHEET
CP-100	
PROJECT NO. 10020.28	



C-1	WATER OVER DRAINAGE EX. 2" PVC BOP = (1)2'19" 15' HDPE TOP = (1)2'19" CLEARANCE = 1'00"	C-2	WATER OVER DRAINAGE EX. 1" PVC BOP = (1)3'01" 15' HDPE TOP = (1)3'01" CLEARANCE = 1'00"	C-3	SEWER OVER DRAINAGE EX. 8" PVC BOP = (1)3'24" 18' HDPE TOP = (1)3'24" CLEARANCE = 0'50"
C-4	GAS OVER DRAINAGE EX. 2" PVC BOP = (1)4'46" 15' HDPE TOP = (1)4'46" CLEARANCE = 3'38"	C-5	F.M. OVER DRAINAGE EX. 1" PVC BOP = (1)4'44" 15' HDPE TOP = (1)4'44" CLEARANCE = 2'82"	C-6	WATER OVER DRAINAGE EX. 1" PVC BOP = (1)3'25" 18' HDPE TOP = (1)3'25" CLEARANCE = 1'00"
C-7	N/A	C-8	GAS OVER DRAINAGE EX. 2" PVC BOP = (1)2'13" 15' HDPE TOP = (1)2'13" CLEARANCE = 1'00"	C-9	SEWER OVER DRAINAGE EX. 8" PVC BOP = (1)3'30" 15' HDPE TOP = (1)3'30" CLEARANCE = 1'00"
C-10	GAS OVER DRAINAGE EX. 2" PVC BOP = (1)1'14" 15' HDPE TOP = (1)2'30" CLEARANCE = 1'16"	C-11	GAS OVER DRAINAGE EX. 1" PVC BOP = (1)0'83" 18' HDPE TOP = (1)2'74" CLEARANCE = 1'91"	C-12	SEWER OVER DRAINAGE EX. 12" W.M. BOP = (1)1'74" 18' HDPE TOP = (1)2'74" CLEARANCE = 1'00"
C-13	GAS OVER DRAINAGE EX. 2" PVC BOP = (1)1'03" 15' HDPE TOP = (1)1'57" CLEARANCE = 3'34"	C-14	SEWER OVER DRAINAGE EX. 8" PVC BOP = (1)3'57" 15' HDPE TOP = (1)4'57" CLEARANCE = 1'00"	C-15	GAS OVER DRAINAGE EX. 1 1/2" W.M. BOP = (1)0'44" 15' HDPE TOP = (1)0'31" CLEARANCE = 0'75"

- NOTES:**
1. ALL EXCAVATION SHALL START 2 INCHES BELOW DRIVEWAY OR ROAD EDGE OF PAVEMENT GRAD TO ALLOW DRIVEWAY TO DRILL INTO PROPOSED SWALE.
  2. ALL SWALES SLOPES SHALL BE 4:1.
  3. CLEARANCES SHALL BE 1'-FOOT DEEP BOTTOM OF SWALE.
  4. CLEARANCES SHALL BE 1'-FOOT DEEP BOTTOM OF SWALE.
  5. ALL DRIVEWAYS PAVEMENT MARKINGS TRAFFIC SIGNAGE AND MAILBOXES IMPACTED AS A RESULT OF THE PROPOSED IMPROVEMENTS SHALL BE RESTORED BY CONTRACTOR TO ORIGINAL CONDITION OR BETTER.



**REVISIONS**

NO.	DESCRIPTION	DATE
A	PER POERWARD	8/28/2020

DESIGNED BY: TD  
DRAWN BY: NL  
CHECKED BY: MG

**PROJECT INFORMATION**

SCALE: AS NOTED  
DATE ISSUED: MAY 2019  
DESIGNED BY: TD  
DRAWN BY: NL  
CHECKED BY: MG

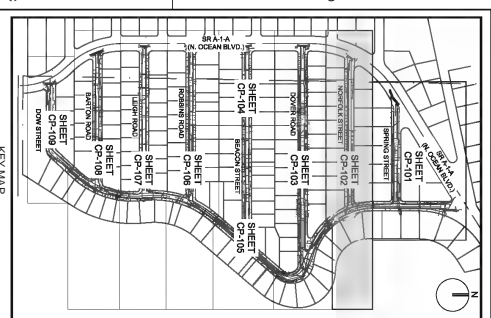
**POMP-004 BAY DRIVE NEIGHBORHOOD STORMWATER IMPROVEMENTS PROJECT**

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
THOMAS F. DONOHUE, P.E.  
FOR THE FIRM

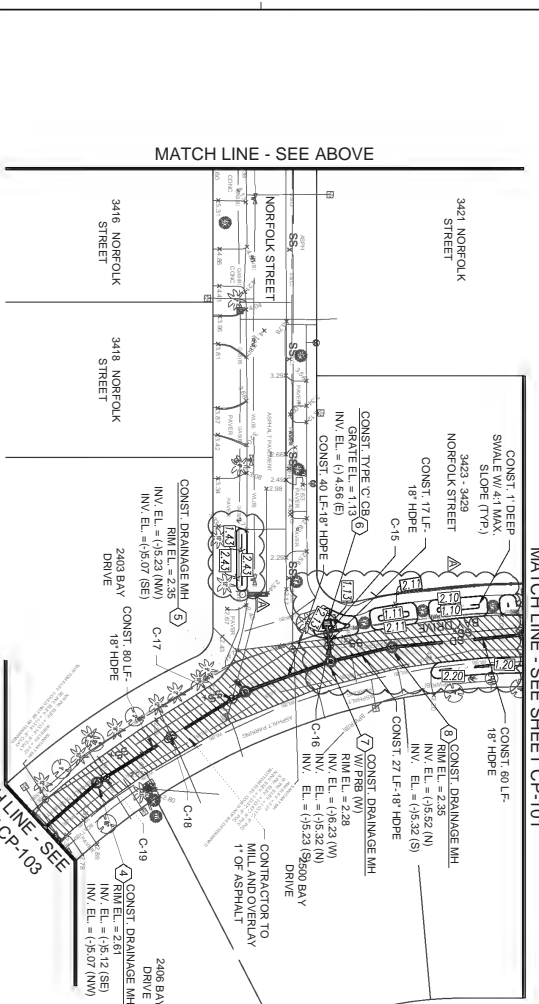
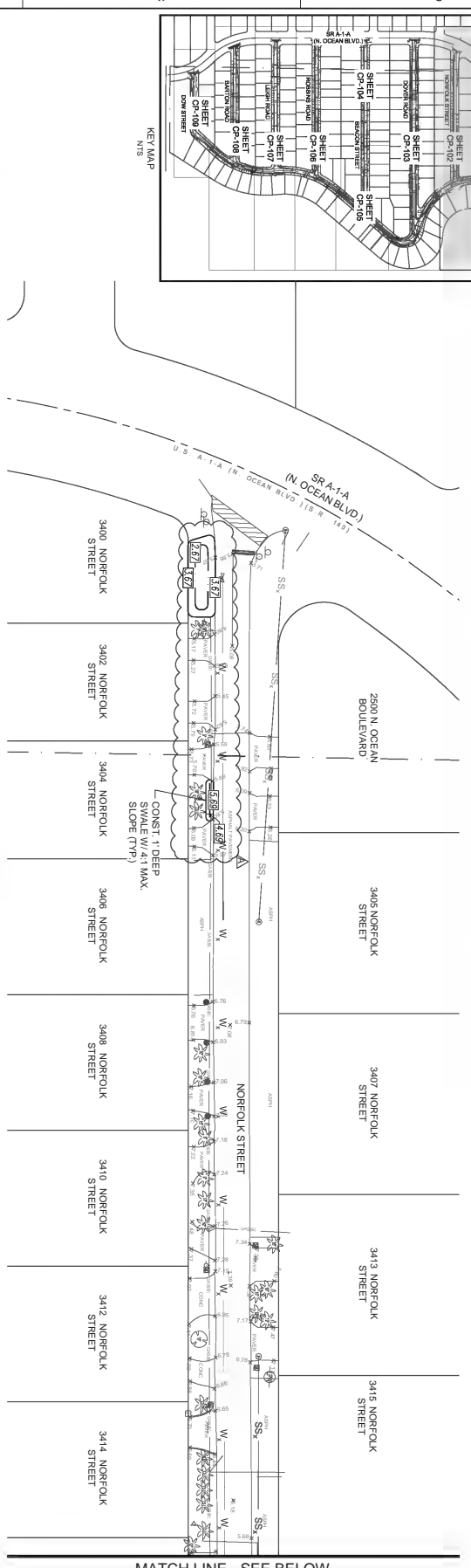
PROJECT NO. 10020.28

Florida's Warmest Welcome

301 East Atlantic Boulevard  
Pompano Beach, FL 33060  
PH: (954) 798-3400  
Florida Certificate of Authorization # - 7228



- C-15 GAS OVER DRAINAGE  
EX. 2" PVC BOP = (1)15  
8" HDPE BOP = (1)456  
CLEARANCE = 3'4"
- C-16 SEWER OVER DRAINAGE  
EX. 8" PVC BOP = (1)356  
8" HDPE BOP = (1)456  
CLEARANCE = 1'00"
- C-17 WATER OVER DRAINAGE  
EX. 8" WM BOP = (1)135  
8" HDPE BOP = (1)235  
CLEARANCE = 1'00"
- C-18 GAS OVER DRAINAGE  
EX. GAS PVC BOP = (1)082  
8" HDPE BOP = (1)235  
CLEARANCE = 1'55"
- C-19 GAS OVER DRAINAGE  
EX. GAS PVC BOP = (1)081  
8" HDPE BOP = (1)235  
CLEARANCE = 1'4"



CONTRACTOR TO VERIFY SIZE AND LOCATION OF ALL EXISTING UTILITIES

ALL EXISTING AND PROPOSED ELEVATIONS SHOWN ARE BASED ON NAVD 1988

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE AND OBTAINING ALL NECESSARY PERMITS.

- NOTES:
1. SWALE EXCAVATION SHALL START 2-INCHES BELOW DRIVEWAY OR ROAD EDGE OR PAVEMENT GRADE TO ALL SWALE SLOPES SHALL BE 4:1.
  2. ALL SWALE SLOPES SHALL BE 4:1.
  3. ELEVATIONS REPRESENT FINISHED TOP OF SOOD/GRASS.
  4. CONTRACTOR SHALL NOT DISTURB ANY EXISTING UTILITIES AND PRIVATELY OWNED UTILITIES. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND MAINTAIN ALL EXISTING UTILITIES. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND MAINTAIN ALL EXISTING UTILITIES.
  5. IMPROVEMENTS SHALL BE RESTORED BY CONTRACTOR TO ORIGINAL CONDITION OR BETTER.

**POMP-004 BAY DRIVE NEIGHBORHOOD STORMWATER IMPROVEMENTS PROJECT**

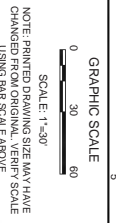
SCALE: AS NOTED  
DATE ISSUED: MAY 2019  
DRAWN BY: NL  
DESIGNED BY: MG  
CHECKED BY: TD

**STATE OF FLORIDA**  
  
**THOMAS F. DONAHUE, P.E.**  
 FLD. NO. 60529  
 (FOR THE FIRM)

SHEET NUMBER  
**CP-102**

PROJECT NO. 10020.28

**PAVING, GRADING, AND DRAINAGE PLAN**



NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED USING BAR SCALE ABOVE.

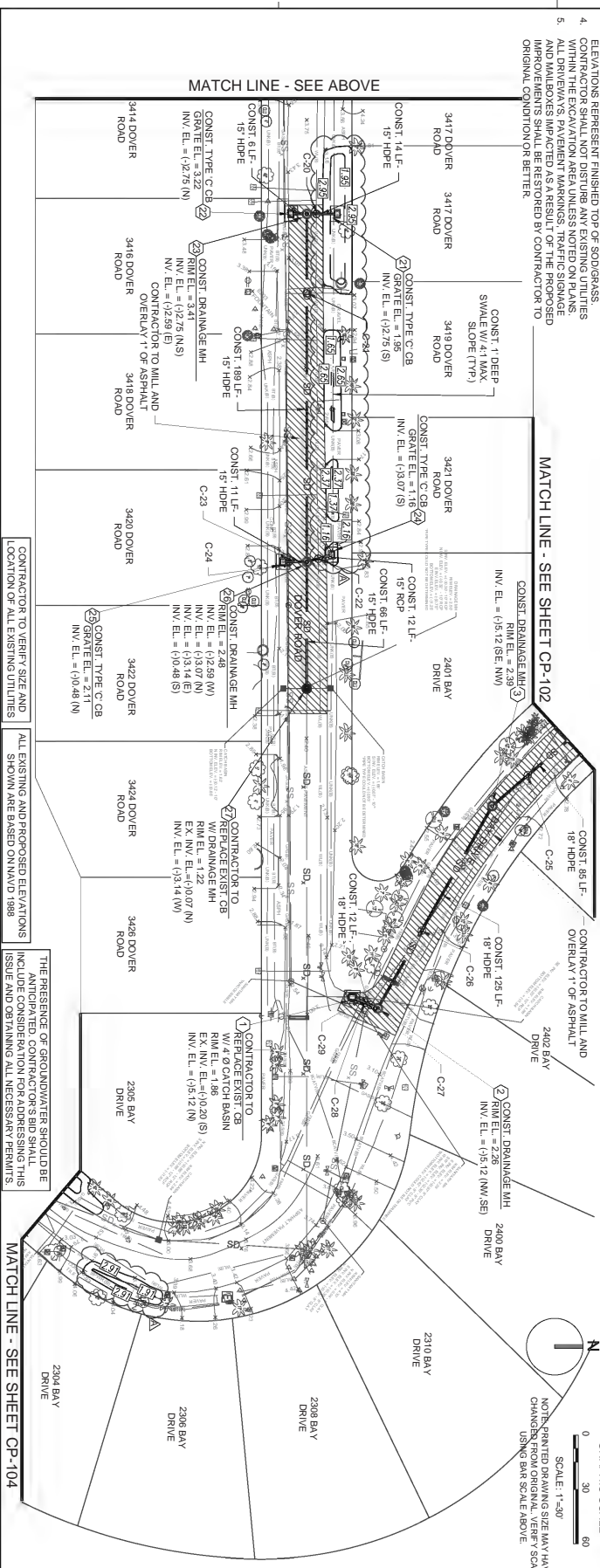
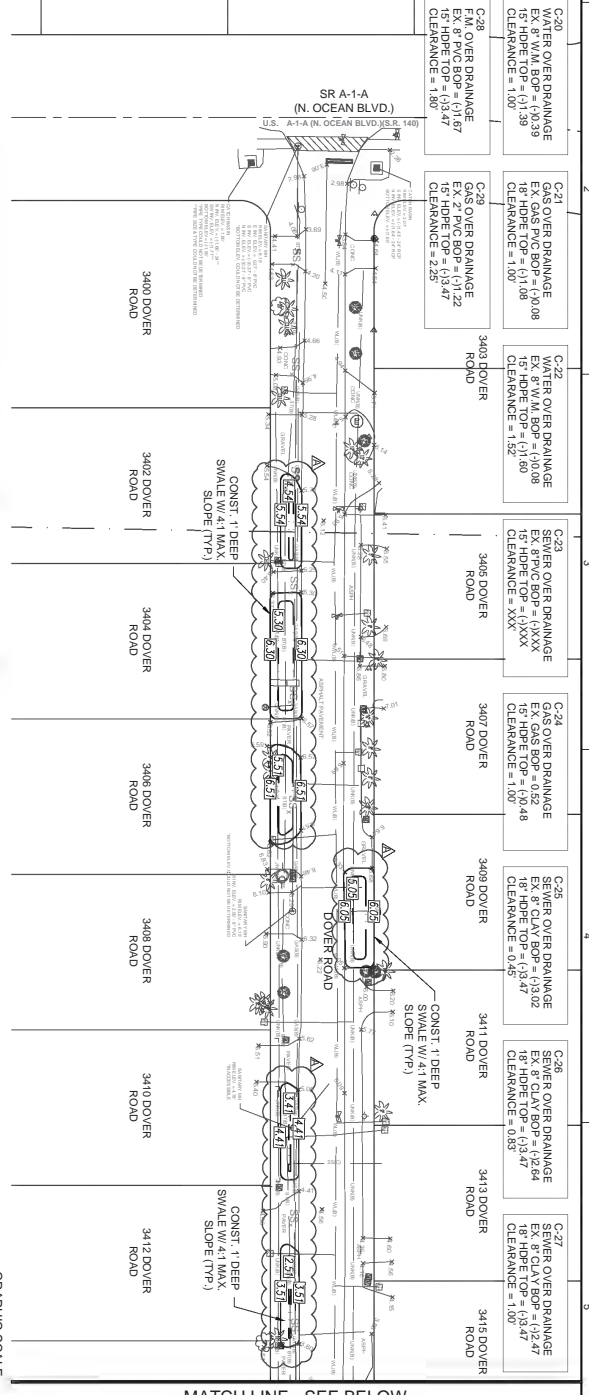
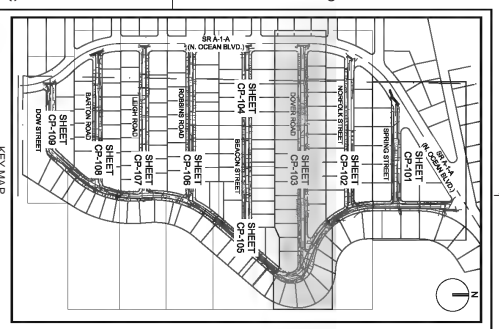
PH: (954) 788-3400  
Florida Certificate of Authorization # - 7928



301 East Atlantic Boulevard  
Pompano Beach, FL 33060

REVISIONS	NO.	DESCRIPTION	DATE
A	PER RECORD		8/29/2020

Florida's Warmest Welcome



- NOTES:
1. SWALE EXCAVATION SHALL START 2 INCHES BELOW FINISH GRADE AND SHALL BE 1'-0" DEEP. ALL EXISTING UTILITIES SHALL BE PROTECTED BY 18" HDPE PIPE.
  2. ALL SWALES SHALL BE 1'-0" DEEP. BOTTOM OF SWALE ELEVATIONS REPRESENT FINISHED TOP OF SOCGRASS.
  3. CONTRACTOR SHALL NOT DITCH ANY EXISTING UTILITIES AND MAINTAIN EXISTING UTILITIES AS SHOWN ON ORIGINAL DRAWING.
  4. ALL DRIVEWAYS, PAVEMENT MARKINGS, TRAFFIC SIGNAGE AND MAILBOXES IMPACTED AS A RESULT OF THE PROPOSED IMPROVEMENTS SHALL BE RESTORED BY CONTRACTOR TO ORIGINAL CONDITION OR BETTER.

CONTRACTOR TO VERIFY SIZE AND LOCATION OF ALL EXISTING UTILITIES

ALL EXISTING AND PROPOSED ELEVATIONS SHOWN ARE BASED ON NAVD 1988

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS

MATCH LINE - SEE SHEET CP-104

**POMP-004 BAY DRIVE NEIGHBORHOOD STORMWATER IMPROVEMENTS PROJECT**

SCALE: AS NOTED  
 DATE ISSUED: MAY 2019  
 DRAWN BY: NL  
 DESIGNED BY: MG  
 CHECKED BY: TD

PROJECT NO: 10020 28

SHEET NUMBER: CP-103

SHEET TITLE: PAVING, GRADING, AND DRAINAGE PLAN

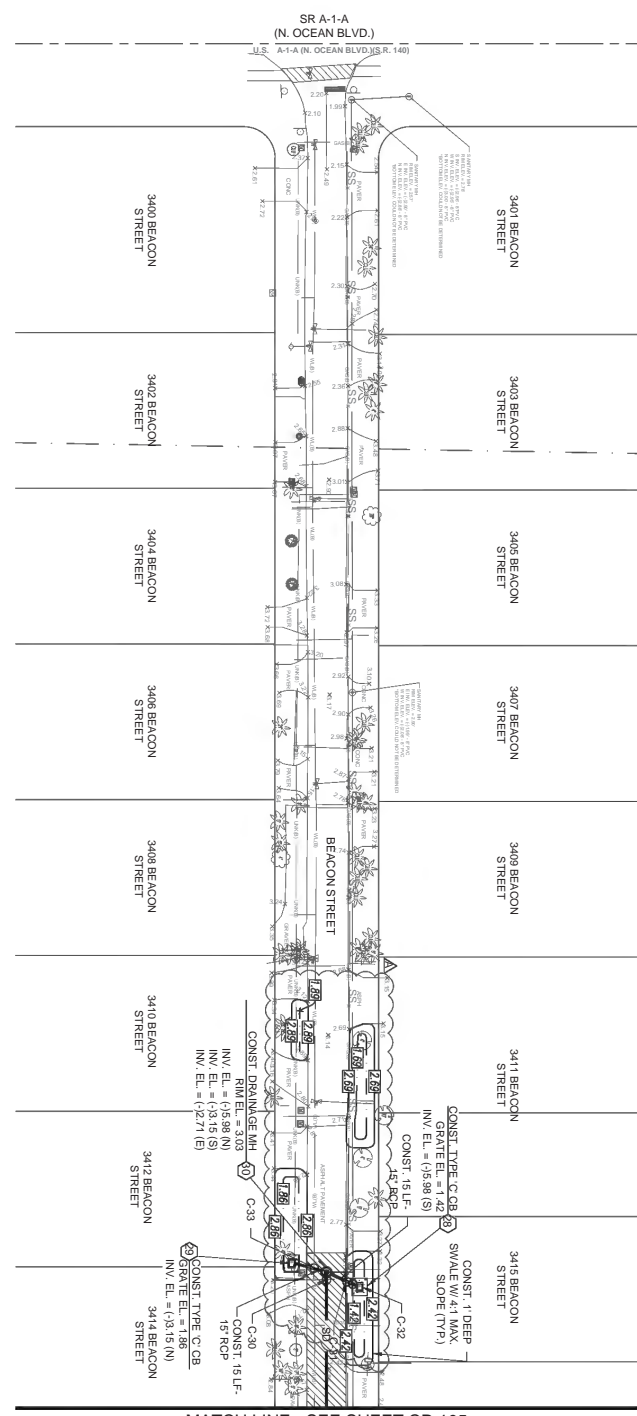
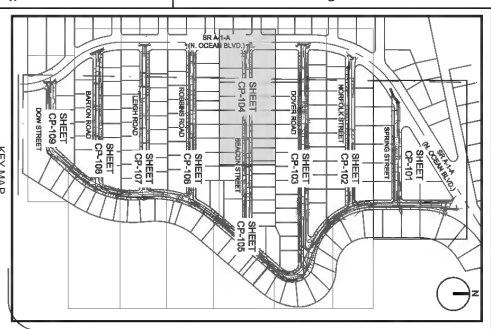
301 East Atlantic Boulevard  
 Pompano Beach, FL 33060  
 PH: (954) 798-3400  
 Florida Certificate of Authorization # - 7928

**KEITH**

301 East Atlantic Boulevard  
 Pompano Beach, FL 33060  
 PH: (954) 798-3400  
 Florida Certificate of Authorization # - 7928

**pompano beach**  
 Florida's Warmest Welcome





C-30 OVER DRAINAGE  
ELEV. FIN. TOP = (+) 1.65  
15' HDPF TOP = (+) 1.65  
CLEARANCE = 1.48'

C-31 OVER DRAINAGE  
ELEV. FIN. TOP = (+) 4.28  
18' HDPF TOP = (+) 4.28  
CLEARANCE = 4.28'

C-32 OVER DRAINAGE  
ELEV. FIN. TOP = (+) 1.00  
15' HDPF TOP = (+) 1.00  
CLEARANCE = 1.00'

C-33 OVER DRAINAGE  
ELEV. FIN. TOP = (+) 1.79  
15' HDPF TOP = (+) 1.79  
CLEARANCE = 1.00'

- NOTES:
1. SWALE EXCAVATION SHALL START 24 INCHES BELOW DRIVEWAY OR ROAD EDGE OF PAVEMENT GRADE TO ALLOW DRIVEWAY TO DRAIN INTO PROPOSED SWALES.
  2. ALL SWALE SLOPES SHALL BE 4:1.
  3. ALL SWALES SHALL BE 1 FOOT DEEP, 80 INCHES WIDE AT THE TOP AND 18 INCHES WIDE AT THE BOTTOM.
  4. CONTRACTOR SHALL NOT DISTURB ANY EXISTING UTILITIES WITHIN THE EXCAVATION AREA UNLESS NOTED ON PLANS.
  5. ALL DRIVEWAYS, PAVEMENT MARKINGS, TRAFFIC SIGNAGE AND MAILBOXES IMPACTED AS A RESULT OF THE PROPOSED WORK SHALL BE RESTORED BY CONTRACTOR TO ORIGINAL CONDITION OR BETTER.

GRAPHIC SCALE  
0 30 60  
SCALE: 1" = 30'  
NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED USING BAR SCALE ABOVE.

CONTRACTOR TO VERIFY SIZE AND LOCATION OF ALL EXISTING UTILITIES  
ALL EXISTING AND PROPOSED ELEVATIONS SHOWN ARE BASED ON NAVD 1988

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE ALL NECESSARY PERMITS, ISSUE AND OBTAINING ALL NECESSARY PERMITS.

**KEITH**  
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Pompano Beach, FL 33060  
PH: (954) 798-3400  
Florida Certificate of  
Authorization # - 7928

**pompano beach**  
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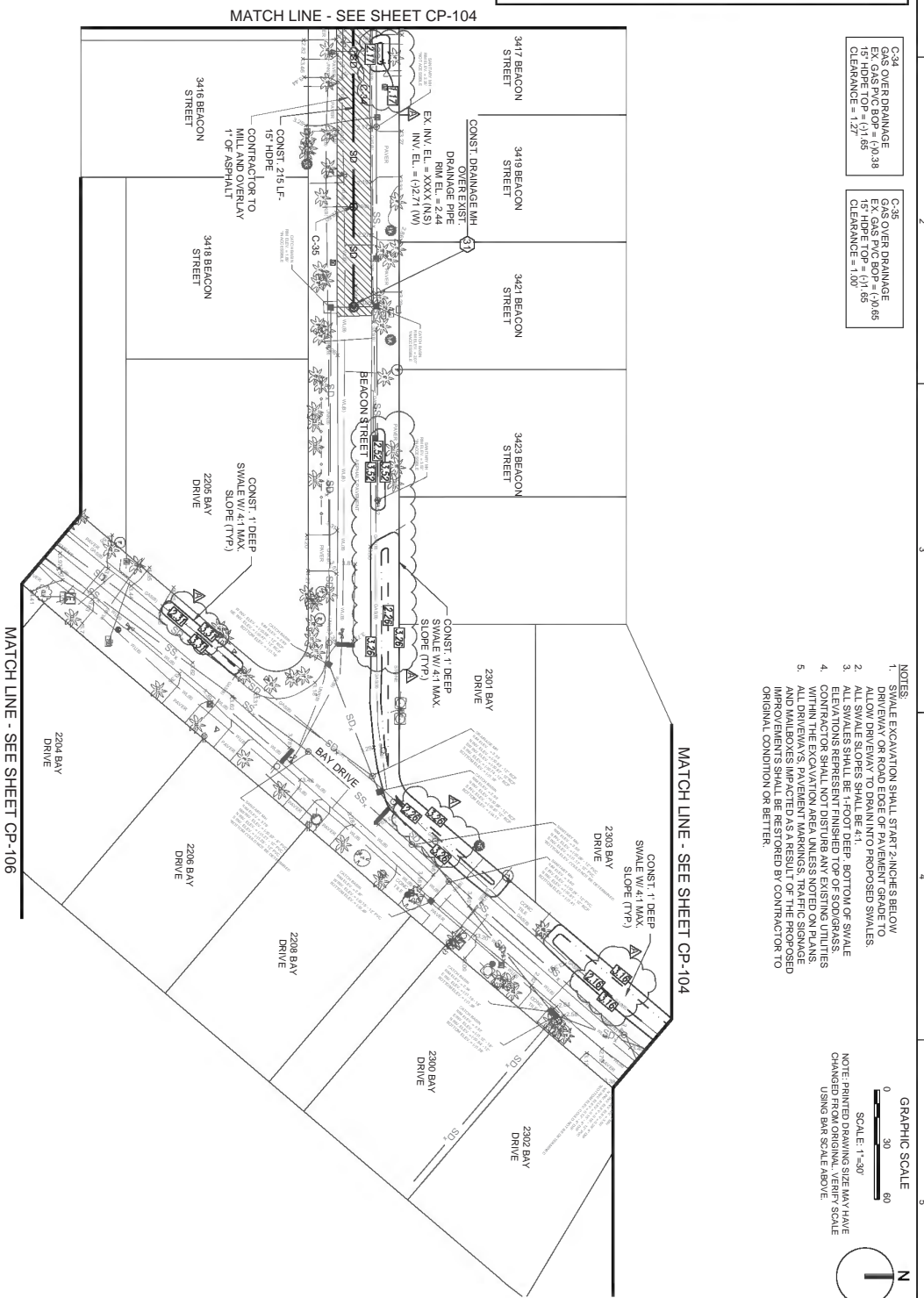
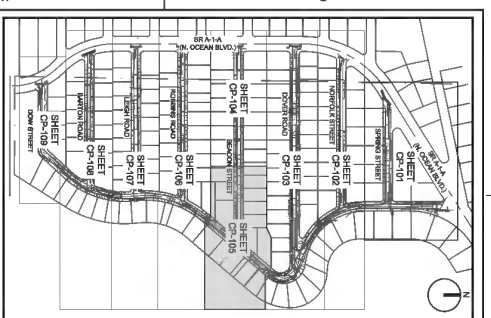
**POMP-004  
BAY DRIVE  
NEIGHBORHOOD  
STORMWATER  
IMPROVEMENTS  
PROJECT**

SCALE: AS NOTED  
DATE ISSUED: MAY 2019  
DRAWN BY: NL  
DESIGNED BY: MG  
CHECKED BY: TD

SHEET NUMBER  
**CP-104**

SHEET TITLE  
**PAVING, GRADING,  
AND DRAINAGE PLAN**

PROJECT NO: 10020.28



C-34 GAS OVER DRAINAGE  
EX. GAS PIG BOP = (P) 38  
CLEARANCE = 1.27'

C-35 GAS OVER DRAINAGE  
EX. GAS PIG BOP = (P) 65  
CLEARANCE = 1.00'

- NOTES:
1. MALE EXCAVATION SHALL START 2 INCHES BELOW DRIVEWAY OR ROAD EDGE OF PAVEMENT GRADE TO ALLOW DRIVEWAY TO DRAIN INTO PROPOSED SWALES.
  2. ALL SWALE SLOPES SHALL BE 4:1.
  3. ALL SWALES SHALL BE 1'-FOOT DEEP. BOTTOM OF SWALE SHALL BE FINISHED TO MATCH EXISTING DRIVEWAY.
  4. CONTRACTOR SHALL NOT DISTURB ANY EXISTING UTILITIES WITHIN THE EXCAVATION AREA UNLESS NOTED ON PLANS.
  5. ALL DRIVEWAYS, PAVEMENT MARKINGS, TRAFFIC SIGNAGE AND MAILBOXES IMPACTED AS A RESULT OF THE PROPOSED IMPROVEMENTS SHALL BE RESTORED BY CONTRACTOR TO ORIGINAL CONDITION OR BETTER.

GRAPHIC SCALE  
0 30 60  
SCALE: 1"=30'  
NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED USING BAR SCALE ABOVE.



THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE AND OBTAINING ALL NECESSARY PERMITS. CONTRACTOR TO VERIFY SIZE AND LOCATION OF ALL EXISTING UTILITIES. ALL EXISTING AND PROPOSED ELEVATIONS SHOWN ARE BASED ON NAVD 1988.

**POMP-004**  
BAY DRIVE  
NEIGHBORHOOD  
STORMWATER  
IMPROVEMENTS  
PROJECT

SCALE: AS NOTED  
DATE ISSUED: MAY 2019  
DRAWN BY: N.L.  
DESIGNED BY: M.G.  
CHECKED BY: T.D.

THIS DRAWING WAS  
DESIGNED BY THOMAS  
F. DONAHUE, P.E.  
REGISTERED PROFESSIONAL  
ENGINEER  
No. 002528  
FLORIDA  
DATE: 2/20/11, 12/27/2017, 05/01/2019

THOMAS F. DONAHUE, P.E.  
FLORIDA LICENSE NO. 002528  
(FOR THE FIRM)

PH: (954) 798-3400  
Florida Certificate of  
Authorization # - 1928

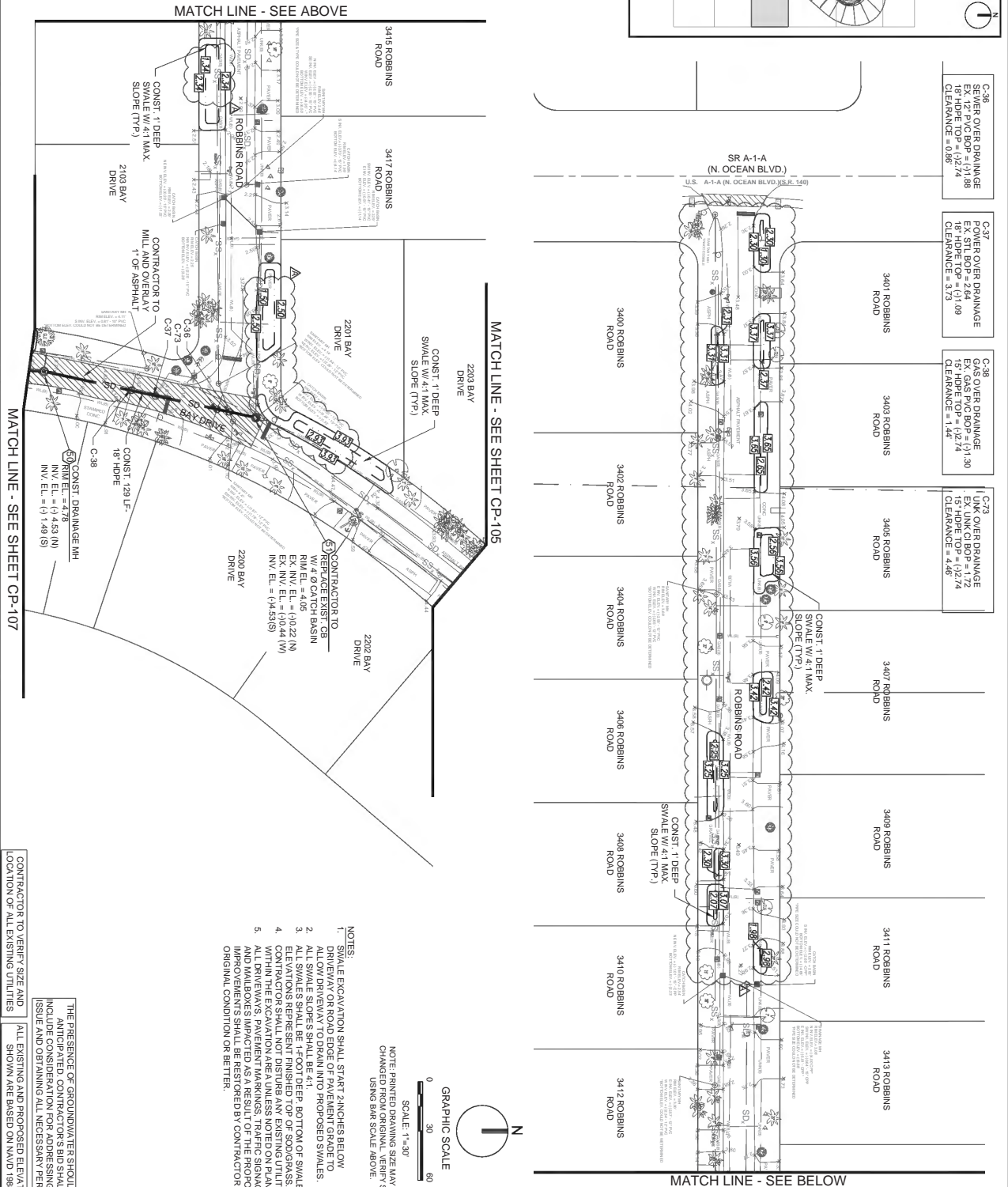
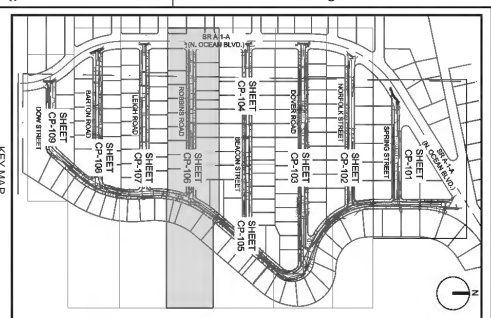
301 East Atlantic Boulevard  
Pompano Beach, FL 33060

PH: (954) 798-3400

NO.	DESCRIPTION	DATE
A	PER RCEP/AMD	8/28/2020

SHEET NUMBER  
**CP-105**

PROJECT NO. 10020.28



C-36	SEWER OVER DRAINAGE EX. 12" PVC BOP = (+) 1.88 18' HDPE PIPE = (+) 2.74 CLEARANCE = 0.86
C-37	POWER OVER DRAINAGE EX. STL BOP = 2.64 18' HDPE PIPE = (+) 1.09 CLEARANCE = 5.73
C-38	GAS OVER DRAINAGE EX. GAS PVC BOP = (+) 1.30 18' HDPE PIPE = (+) 2.74 CLEARANCE = 1.44
C-73	LINK OVER DRAINAGE EX. LINK C/BOP = (+) 1.74 18' HDPE PIPE = (+) 2.74 CLEARANCE = 4.48

**NOTES:**

1. SWALE EXCAVATION SHALL START 2 INCHES BELOW DRIVEWAY OR ROAD EDGE OF PAVEMENT GRADE TO ALLOW DRIVEWAY TO DRAIN INTO PROPOSED SWALES.
2. ALL SWALES SHALL BE 1' DEEP, BOTTOM OF SWALE SHALL BE 4:1.
3. ALL SWALES SHALL BE 1' DEEP, BOTTOM OF SWALE SHALL BE 4:1.
4. CONTRACTOR SHALL NOT DISTURB ANY EXISTING UTILITIES WITHIN THE EXCAVATION AREA UNLESS NOTED ON PLANS.
5. ALL DRIVEWAYS, PAVEMENT MARKINGS, TRAFFIC SIGNAGE AND MAILBOXES IMPACTED AS A RESULT OF THE PROPOSED IMPROVEMENTS SHALL BE RESTORED BY CONTRACTOR TO ORIGINAL CONDITION OR BETTER.

CONTRACTOR TO VERIFY SIZE AND LOCATION OF ALL EXISTING UTILITIES

ALL EXISTING AND PROPOSED ELEVATIONS SHOWN ARE BASED ON NAVD 1988

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE AND OBTAINING ALL NECESSARY PERMITS.

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

**KEITH**  
301 East Atlantic Boulevard  
Pompano Beach, FL 33060  
PH: (954) 798-3400  
Florida Certificate of  
Authorization # - 7928

PH: (954) 798-3400  
Florida Certificate of  
Authorization # - 7928

**POMPANO BEACH**  
Florida's Warmest Welcome

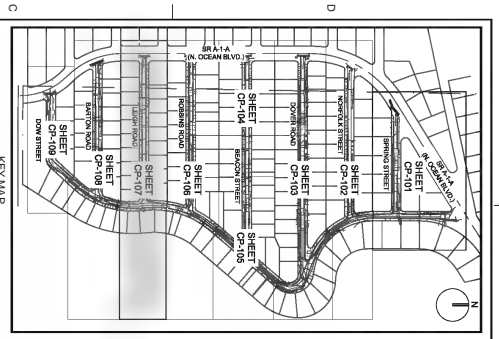
**POMP-004  
BAY DRIVE  
NEIGHBORHOOD  
STORMWATER  
IMPROVEMENTS  
PROJECT**

SCALE: AS NOTED  
DATE ISSUED: MAY 2019  
DRAWN BY: NL  
DESIGNED BY: MG  
CHECKED BY: TD

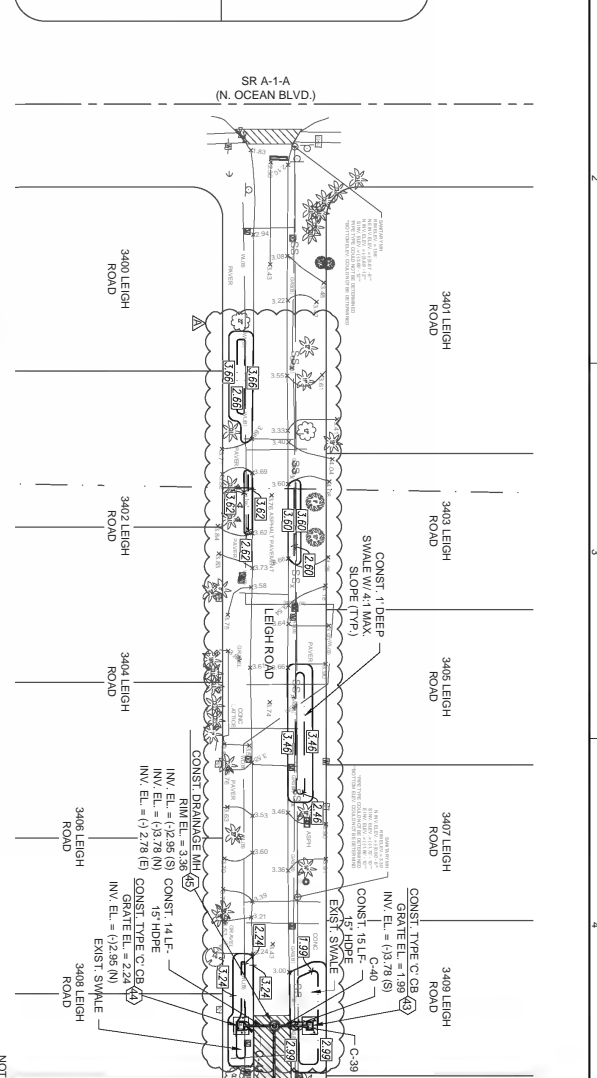
THOMAS F. DONAHUE, P.E.  
REGISTERED PROFESSIONAL ENGINEER  
FOR THE STATE OF FLORIDA  
No. 60629  
Date: 2020.11.12 17:27:01.0500

**PAVING, GRADING,  
AND DRAINAGE PLAN**

SHEET NUMBER: CP-106  
PROJECT NO.: 10020.28

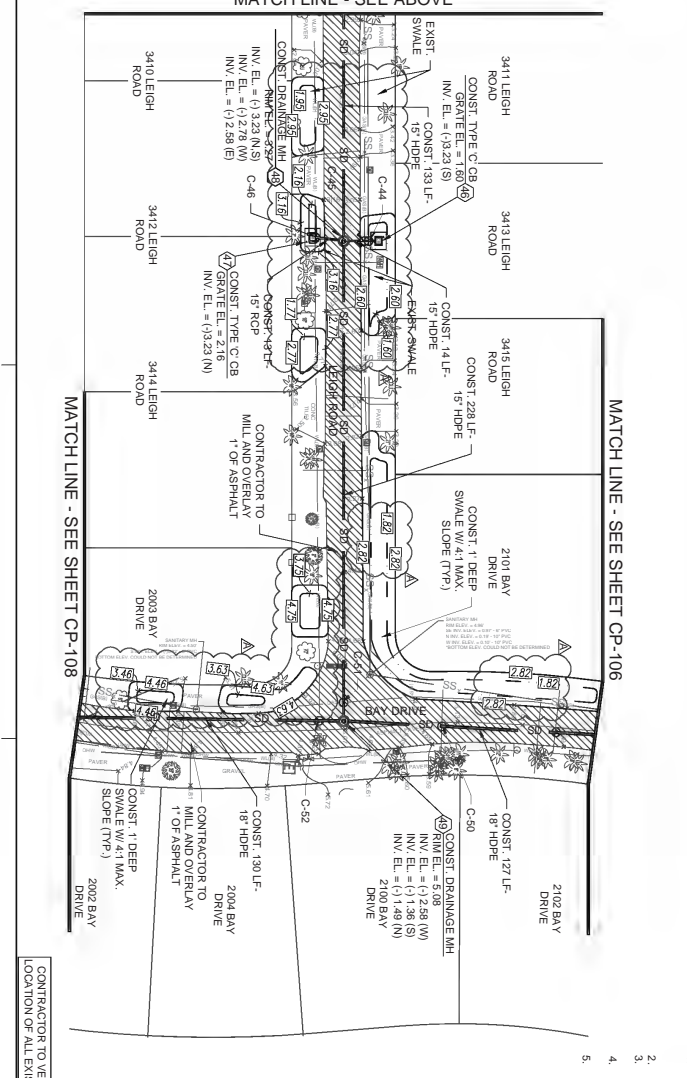


- C-38 SEWER OVER DRAINAGE EX. 6" W.M. BOP = (1) 3.99 15' HDPE TOP = (2) 2.42 CLEARANCE = 1.00
- C-39 GAS OVER DRAINAGE EX. 6" W.M. BOP = (1) 3.99 15' HDPE TOP = (2) 2.42 CLEARANCE = 1.00
- C-40 GAS OVER DRAINAGE EX. 6" W.M. BOP = (1) 0.97 18' HDPE TOP = (1) 0.76 CLEARANCE = 1.81
- C-41 WATER OVER DRAINAGE EX. 6" W.M. BOP = (1) 0.59 15' HDPE TOP = (1) 1.76 CLEARANCE = 1.00
- C-42 WATER OVER DRAINAGE EX. 6" W.M. BOP = (1) 0.87 18' HDPE TOP = (1) 0.76 CLEARANCE = 0.79
- C-43 WATER OVER DRAINAGE EX. 6" W.M. BOP = (1) 2.29 18' HDPE TOP = (1) 0.89 CLEARANCE = 0.89
- C-44 WATER OVER DRAINAGE EX. 6" W.M. BOP = (1) 0.97 15' HDPE TOP = (1) 1.76 CLEARANCE = 0.79
- C-45 WATER OVER DRAINAGE EX. 6" W.M. BOP = (1) 0.48 18' HDPE TOP = (1) 1.76 CLEARANCE = 2.24
- C-51 GAS OVER DRAINAGE EX. 2" PVC BOP = 1.87 15' HDPE TOP = 0.93 CLEARANCE = 2.89
- C-52 WATER OVER DRAINAGE EX. 6" W.M. BOP = 1.29 18' HDPE TOP = 1.80 CLEARANCE = 1.80



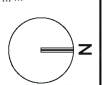
- NOTES
1. SWALE EXCAVATION SHALL START 2 INCHES BELOW DRIVEWAY OR ROAD EDGE OF PAVEMENT GRADE TO ALLOW DRIVEWAY TO DRAIN INTO PROPOSED SWALES.
  2. ALL SWALE SLOPES SHALL BE 4:1 DEEP BOTTOM OF SWALE ELEVATIONS REPRESENT FINISHED TOP OF SOIL/GRASS.
  3. CONTRACTOR SHALL NOT DISTURB ANY EXISTING UTILITIES WITHIN THE EXCAVATION AREA UNLESS NOTED ON PLANS.
  4. ALL DRIVEWAYS, PAVEMENT MARKINGS, TRAFFIC SIGNAGE AND IMPROVEMENTS SHALL BE RESTORED BY CONTRACTOR TO ORIGINAL CONDITION OR BETTER.

- C-41 WATER OVER DRAINAGE EX. 6" W.M. BOP = (1) 0.59 15' HDPE TOP = (1) 1.76 CLEARANCE = 1.00
- C-42 WATER OVER DRAINAGE EX. 6" W.M. BOP = (1) 0.87 18' HDPE TOP = (1) 0.76 CLEARANCE = 0.79
- C-43 WATER OVER DRAINAGE EX. 6" W.M. BOP = (1) 2.29 18' HDPE TOP = (1) 0.89 CLEARANCE = 0.89
- C-44 WATER OVER DRAINAGE EX. 6" W.M. BOP = (1) 0.97 15' HDPE TOP = (1) 1.76 CLEARANCE = 0.79
- C-45 WATER OVER DRAINAGE EX. 6" W.M. BOP = (1) 0.48 18' HDPE TOP = (1) 1.76 CLEARANCE = 2.24
- C-51 GAS OVER DRAINAGE EX. 2" PVC BOP = 1.87 15' HDPE TOP = 0.93 CLEARANCE = 2.89
- C-52 WATER OVER DRAINAGE EX. 6" W.M. BOP = 1.29 18' HDPE TOP = 1.80 CLEARANCE = 1.80



- CONTRACTOR TO VERIFY SIZE AND LOCATION OF ALL EXISTING UTILITIES
- ALL EXISTING AND PROPOSED ELEVATIONS SHOWN ARE BASED ON NAVD 1988
- THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE THE NECESSARY MEASUREMENTS, ISSUES AND OBTAINING ALL NECESSARY PERMITS.

GRAPHIC SCALE  
0 30 60  
SCALE: 1"=30'  
NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED. USING BAR SCALE ABOVE.



**KEITH**  
301 East Atlantic Boulevard  
Pompano Beach, FL 33060  
PH: (954) 798-3400  
Florida Certificate of  
Authorization # - 7728

**pompano beach**  
Florida's Warmest Welcome

NO.	DESCRIPTION	DATE
1	PER RCEPRMAD	8/28/2020

3RD CONTRACT NO.:

**POMP-004  
BAY DRIVE  
NEIGHBORHOOD  
STORMWATER  
IMPROVEMENTS  
PROJECT**

SHEET TITLE  
**PAVING, GRADING,  
AND DRAINAGE PLAN**

SHEET NUMBER  
**CP-107**

PROJECT NO. 10020 28

SCALE: AS NOTED  
DATE ISSUED: MAY 2019  
DRAWN BY: NL  
CHECKED BY: MG  
TD

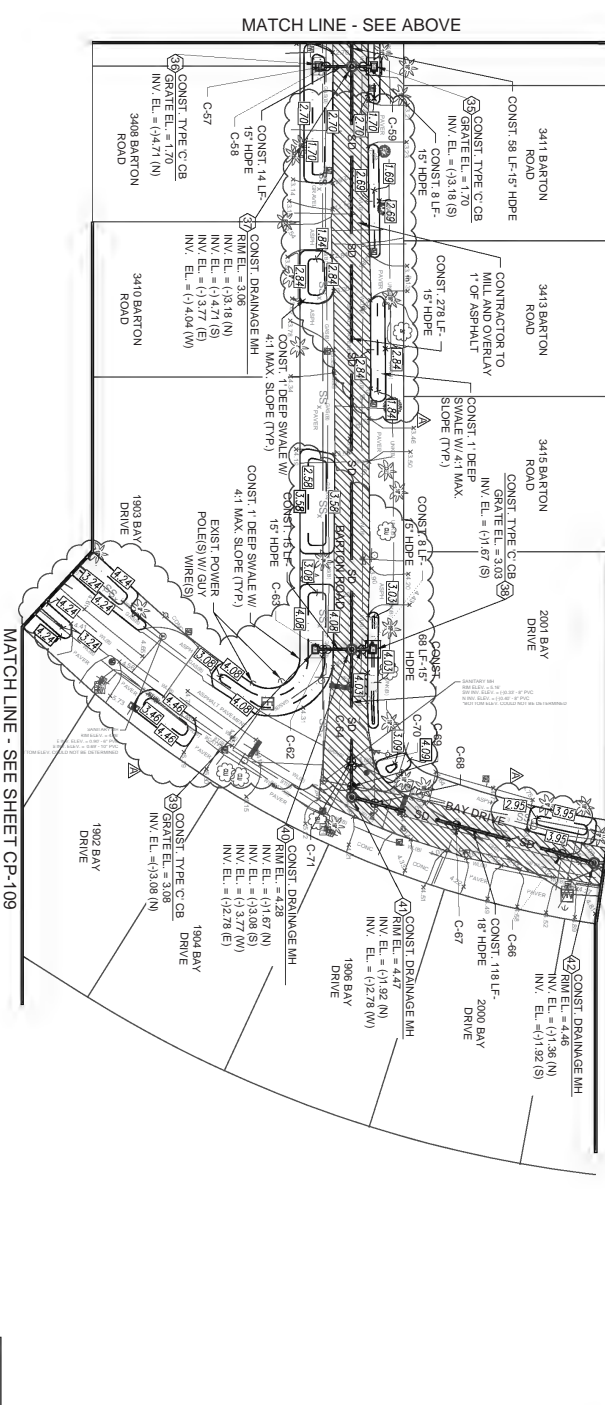
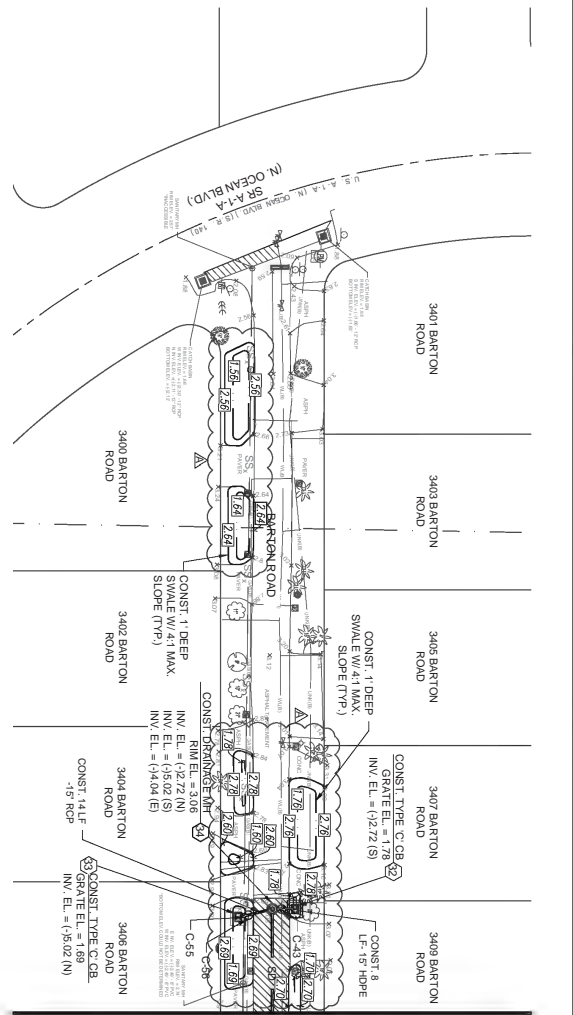
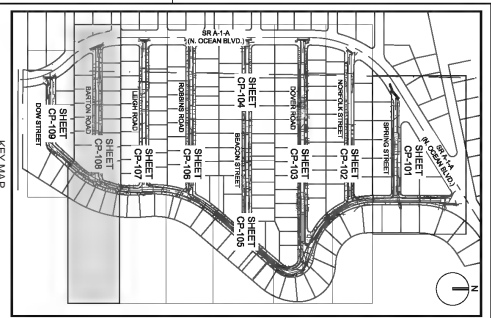
DESIGNED BY:

DATE: 2020.11.12 17:57:45-05:00  
THOMAS F. DONAHUE, P.E.  
FOR THE FIRM

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
FLORIDA HIGHWAY AND TRANSPORTATION  
CONSTRUCTION DISTRICT 11  
NO. 60229

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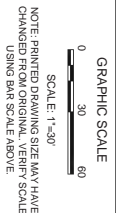
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THOMAS F. DONAHUE, P.E.  
FOR THE FIRM



MATCH LINE - SEE BELOW

MATCH LINE - SEE SHEET CP-107

MATCH LINE - SEE SHEET CP-109



- NOTES:
- SWALE EXCAVATION SHALL START 2 INCHES BELOW DRIVEWAY OR ROAD EDGE OF PAVEMENT GRAD TO ALL SWALES EXCEPT WHERE PROPOSED SWALES.
  - ALL SWALES SHALL BE 1-FOOT DEEP, BOTTOM OF SWALE ELEVATIONS REPRESENT FINISHED TOP OF SO/D/GRASS.
  - CONTRACTOR SHALL NOT DISTURB ANY EXISTING UTILITIES WITHIN THE EXCAVATION AREA UNLESS NOTED ON PLANS AND MANHOLES IMPACTED AS A RESULT OF THE PROPOSED IMPROVEMENTS SHALL BE RESTORED BY CONTRACTOR TO ORIGINAL CONDITION OR BETTER.

C-43 WATER OVER DRAINAGE EX. 1" PVC BOP = (1.38) S 15' HOPE TOP = (-1.78) CLEARANCE = 1.00'	C-44 WATER OVER DRAINAGE EX. 8" W/M BOP = (0.59) 15' HOPE TOP = (-1.35) CLEARANCE = 3.07'	C-45 SEWER OVER DRAINAGE EX. 8" PVC BOP = (0.25) 15' HOPE TOP = (-1.35) CLEARANCE = 1.00'	C-46 GAS OVER DRAINAGE EX. 1" PVC BOP = (0.51) 15' HOPE TOP = (-1.42) CLEARANCE = 2.34'	C-47 GAS OVER DRAINAGE EX. 1" PVC BOP = (0.95) 15' HOPE TOP = (-1.42) CLEARANCE = 2.27'	C-48 WATER OVER DRAINAGE EX. 8" W/M BOP = (0.72) 15' HOPE TOP = (-1.82) CLEARANCE = 1.00'	C-49 SEWER OVER DRAINAGE EX. 8" PVC BOP = (0.72) 15' HOPE TOP = (-1.42) CLEARANCE = 0.70'	C-50 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.76) 15' HOPE TOP = (-1.27) CLEARANCE = 0.89'	C-51 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 2.52'	C-52 WATER OVER DRAINAGE EX. 8" W/M BOP = (0.27) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-53 WATER OVER DRAINAGE EX. 8" W/M BOP = (0.11) 15' HOPE TOP = (-1.42) CLEARANCE = 1.53'	C-54 WATER OVER DRAINAGE EX. 8" W/M BOP = (0.29) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-55 WATER OVER DRAINAGE EX. 8" W/M BOP = (0.35) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-56 WATER OVER DRAINAGE EX. 8" W/M BOP = (0.35) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-57 SEWER OVER DRAINAGE EX. 8" W/M BOP = (0.25) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-58 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-59 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-60 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-61 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-62 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-63 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-64 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-65 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-66 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-67 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-68 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-69 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-70 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-71 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-72 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-73 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-74 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-75 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-76 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-77 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-78 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-79 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-80 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-81 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-82 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-83 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-84 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-85 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-86 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-87 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-88 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-89 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-90 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-91 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-92 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-93 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-94 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-95 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-96 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-97 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-98 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-99 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'	C-100 GAS OVER DRAINAGE EX. 8" W/M BOP = (0.13) 15' HOPE TOP = (-1.42) CLEARANCE = 1.00'
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CONTRACTOR TO VERIFY SIZE AND LOCATION OF ALL EXISTING UTILITIES

ALL EXISTING AND PROPOSED ELEVATIONS SHOWN ARE BASED ON NAVD 1988

THE PRESENCE OF GROUNDWATER SHOULD BE INDICATED ON THE CONTRACTOR'S BID SHALL BE ISSUED AND OBTAINING ALL NECESSARY PERMITS.

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PH: (954) 788-3400  
Florida Certificate of Authorization # - 7928

Florida's Warmest Welcome

**POMP-004 BAY DRIVE NEIGHBORHOOD STORMWATER IMPROVEMENTS PROJECT**

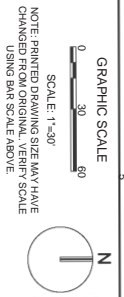
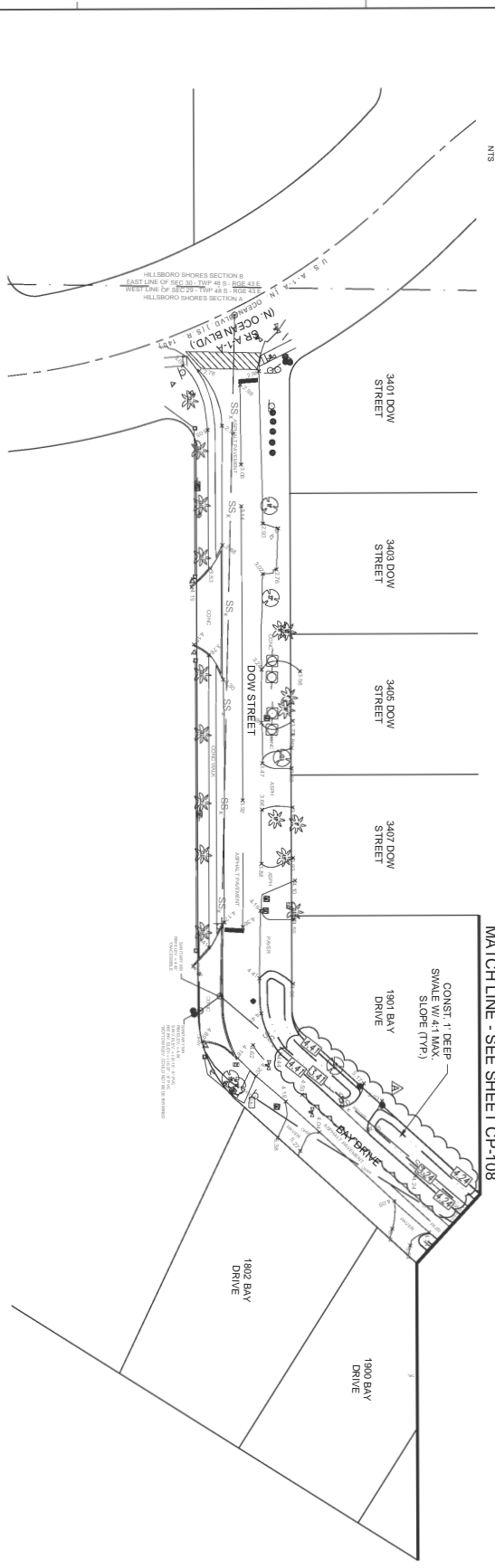
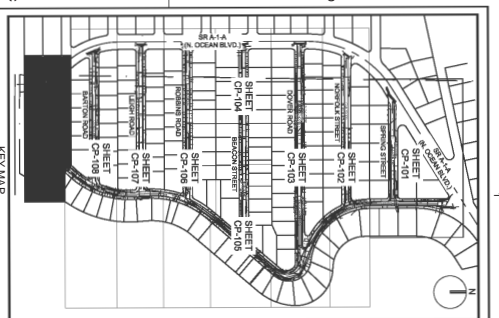
SCALE: AS NOTED  
DATE ISSUED: MAY 2019  
DRAWN BY: NLS  
DESIGNED BY: MG  
CHECKED BY: TD

SHEET NUMBER: CP-108

PROJECT NO: 10020 28

**PAVING, GRADING, AND DRAINAGE PLAN**

THOMAS F. DONAHUE, P.E.  
FOR THE FIRM




- NOTES:
- SWALE EXCAVATION SHALL START 2-INCHES BELOW DRIVEWAY OR ROAD EDGE OF PAVEMENT GRADE TO ALLOW DRIVEWAY TO DRAIN INTO PROPOSED SWALES.
  - ALL SWALE SLOPES SHALL BE 4:1.
  - ELEVATIONS REPRESENT FINISHED TOP OF SODGRASS WITHIN THE EXCAVATION AREA UNLESS NOTED ON PLANS.
  - ALL DRIVEWAYS, PAVEMENT MARKINGS, TRAFFIC SIGNALS AND MARKERS SHALL BE AS A RESULT OF THE PROPOSED EXCAVATION WORK.
  - ALL EXISTING UTILITIES SHALL BE PROTECTED OR RELOCATED TO ORIGINAL CONDITION OR BETTER.

CONTRACTOR TO VERIFY SIZE AND LOCATION OF ALL EXISTING UTILITIES

ALL EXISTING AND PROPOSED ELEVATIONS SHOWN ARE BASED ON NAVD 1988

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE PROVISIONS FOR GROUNDWATER ISSUES AND OBTAINING ALL NECESSARY PERMITS.



301 East Atlantic Boulevard  
Pompano Beach, FL 33060  
PH: (954) 798-3400  
Florida Certificate of  
Authorization # - 7228

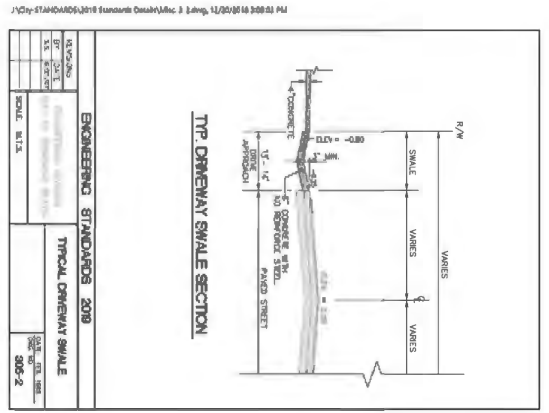
**POMP-004  
BAY DRIVE  
NEIGHBORHOOD  
STORMWATER  
IMPROVEMENTS  
PROJECT**

SCALE: AS NOTED  
DATE ISSUED: MAY 2019  
DRAWN BY: NL  
DESIGNED BY: MG  
CHECKED BY: TD

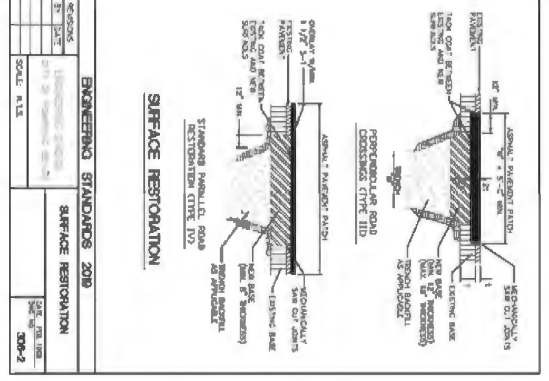
STATE OF  
FLORIDA  
THOMAS F. DONAHUE, P.E.  
FLORIDA REGISTERED PROFESSIONAL ENGINEER  
No. 60525  
Date: 2020-11-12 17:59:27-0500  
(FOR THE NRM)

SHEET NUMBER  
**CP-109**

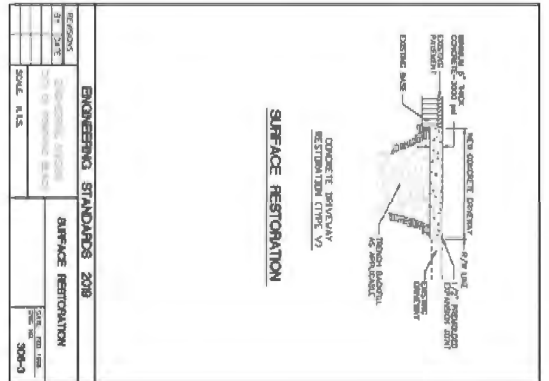
PROJECT NO. 10020.28



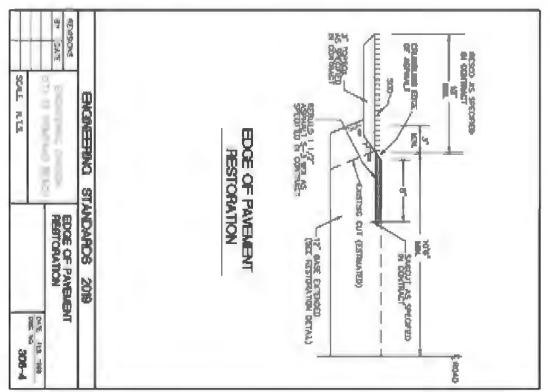
REVISIONS	NO.	DESCRIPTION	DATE



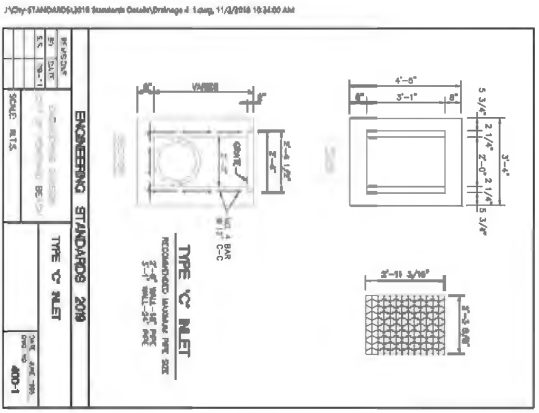
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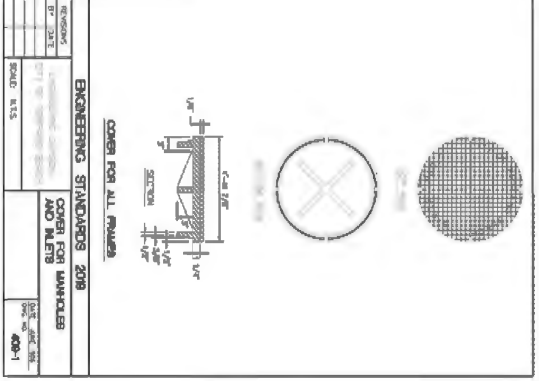
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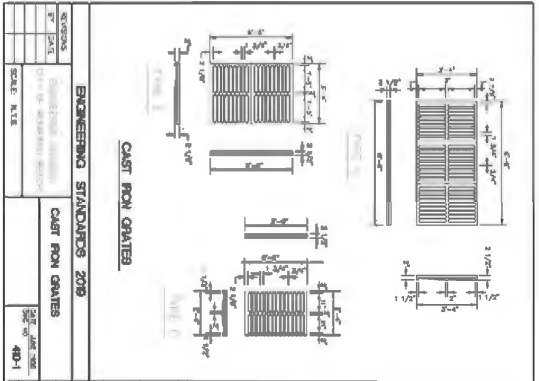
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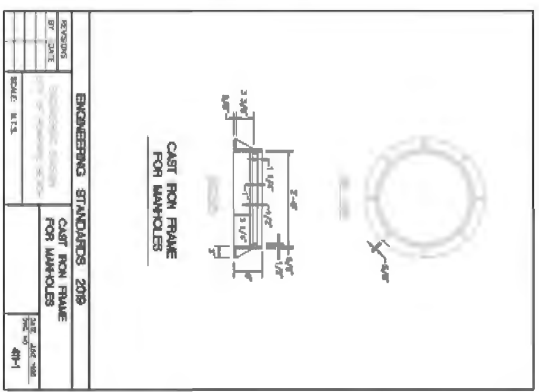
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REVISIONS	NO.	DESCRIPTION	DATE



REVISIONS	NO.	DESCRIPTION	DATE



REVISIONS	NO.	DESCRIPTION	DATE

**POMP-004 BAY DRIVE NEIGHBORHOOD STORMWATER IMPROVEMENTS PROJECT**

SCALE: AS NOTED  
 DATE ISSUED: MAY 2019  
 DRAWN BY: NL  
 DESIGNED BY: MG  
 CHECKED BY: TD

THIS SHEET IS TO BE USED IN CONJUNCTION WITH THE CITY OF POMPANO BEACH STANDARD SPECIFICATIONS FOR THE P.R.M. (FOR THE P.R.M.)

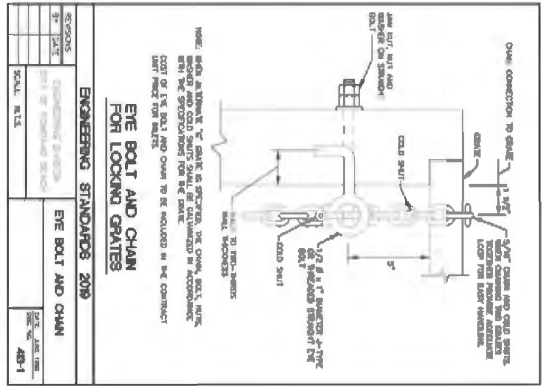
THOMAS P. DONAHUE, P.E.  
 LICENSE NO. 60229  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER

SHEET TITLE: PAVING, GRADING, AND DRAINAGE DETAILS  
 SHEET NUMBER: CP-501  
 PROJECT NO.: 10020-28

**KEITH**  
 301 East Atlantic Boulevard  
 Pompano Beach, FL 33060  
 PH: (954) 798-3400  
 Florida Certificate of Authorization # - 7928

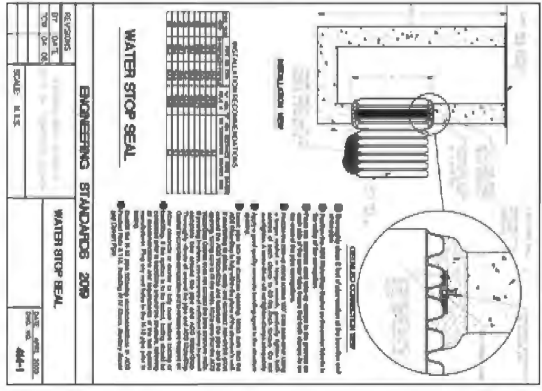
**pompano beach**  
 Florida's Warmest Welcome

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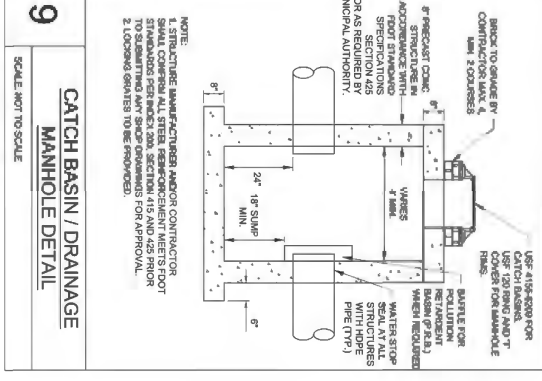
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SCALE: N.T.S.

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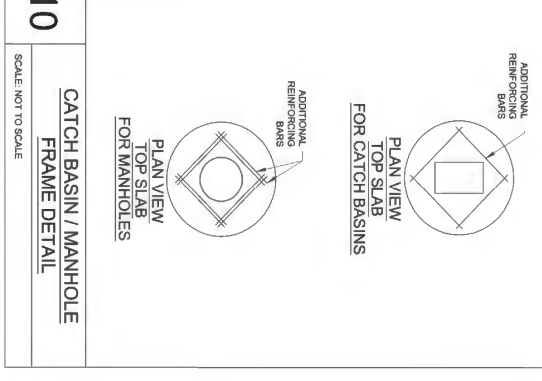
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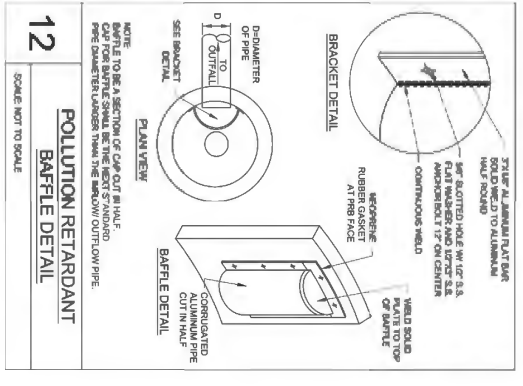
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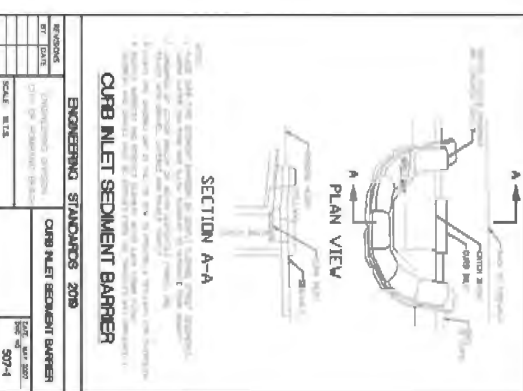
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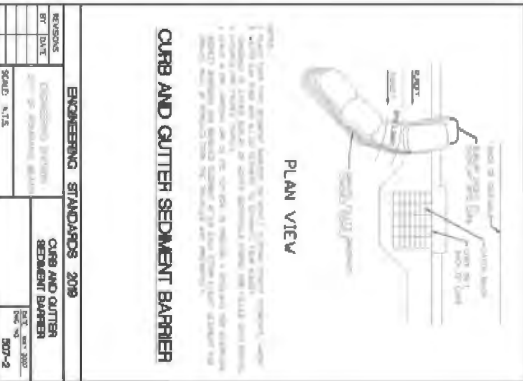
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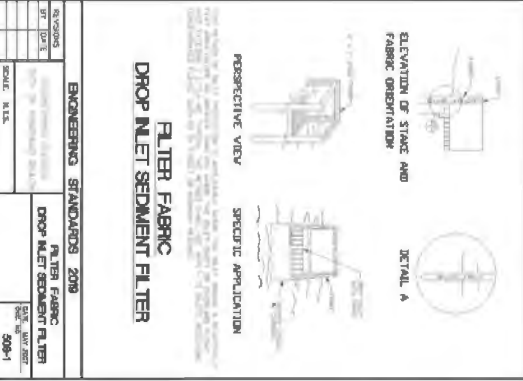
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ENGINEERING STANDARDS 2019  
CURB AND GUTTER  
SEDIMENT BARRIER  
SCALE: N.T.S.

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ENGINEERING STANDARDS 2019  
FILTER FABRIC  
DROP INLET SEDIMENT FILTER  
SCALE: N.T.S.

J:\City STANDARDS\2019 Standards Details\Drainage 5 2.dwg, 11/2/2018 12:21:32 PM

POMP-004  
BAY DRIVE  
NEIGHBORHOOD  
STORMWATER  
IMPROVEMENTS  
PROJECT

FLORIDA PROFESSIONAL ENGINEER  
No. 6025  
STATE OF FLORIDA  
THOMAS F. DONAHUE, P.E.  
FLORIDA LICENSE NO. 602529  
(FOR THE FIRM)

SCALE: AS NOTED  
DATE ISSUED: MAY 2019  
DRAWN BY: NL  
DESIGNED BY: MG  
CHECKED BY: TD

SHEET TITLE  
PAVING, GRADING,  
AND DRAINAGE  
DETAILS

SHEET NUMBER  
CP-502

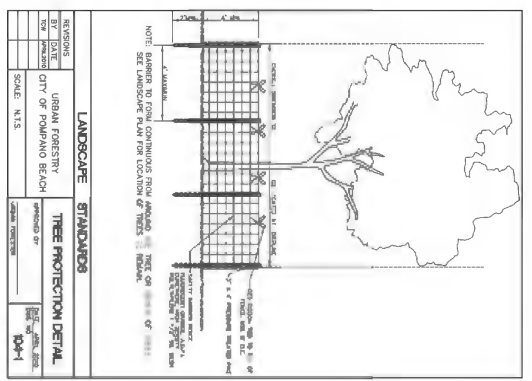
PROJECT NO. 10020.28

**KEITH**  
301 East Atlantic Boulevard  
Pompano Beach, FL 33060  
PH: (954) 788-3400  
Florida Certificate of  
Authorization # - 7928

**pompano beach**  
Florida's Westmost Welcome

REVISIONS  
NO. DESCRIPTION DATE



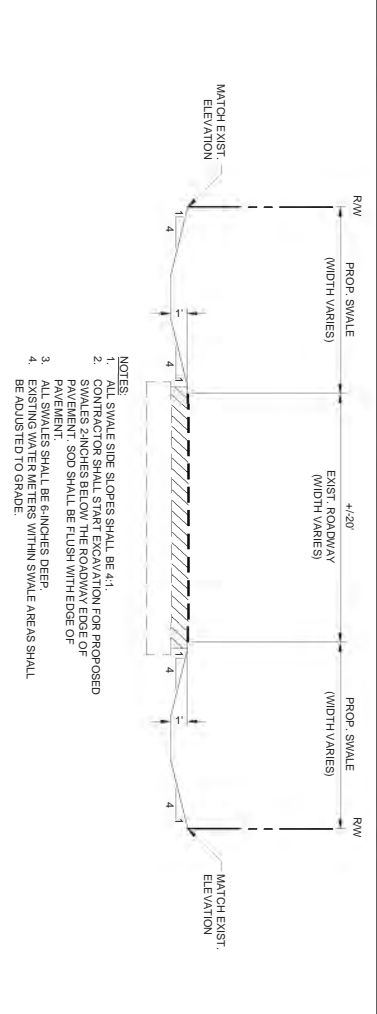


LANDSCAPE STANDARDS TREE PROTECTION DETAIL

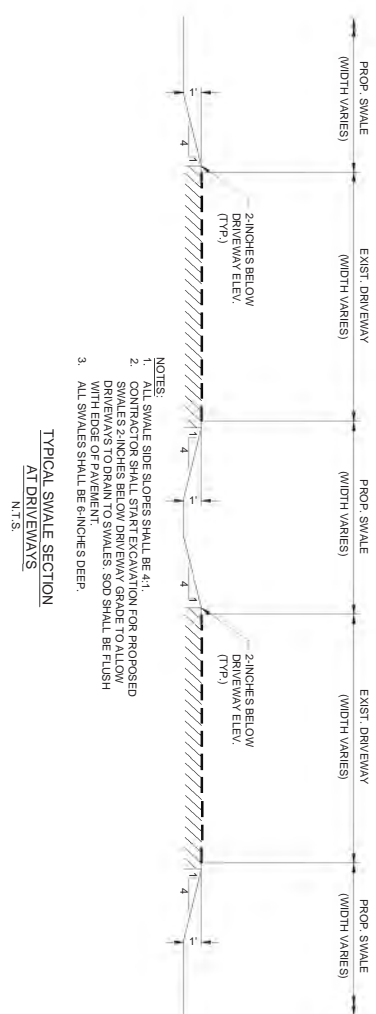
WATER MAIN SEPARATION IN ACCORDANCE WITH P.A.C. RULE 62-555.214			
OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (1) (4)	JOINT SPACING @ FULL JOINT CENTER(S)
STORM SEWER, TRENCH WATER MAINS, BELLSHIELD WATER (1)	12" MINIMUM	12" MINIMUM	12" MINIMUM
MIXED SANITARY SEWER	12" MINIMUM	12" MINIMUM	12" MINIMUM
GRAVITY SANITARY SEWER (1) BELLSHIELD SANITARY SEWER	12" MINIMUM	12" MINIMUM	12" MINIMUM
CONCRETE EXISTING UTILITIES IN EXISTING TRENCH	12" MINIMUM	12" MINIMUM	12" MINIMUM

STANDARD DETAIL WATER MAIN SEPARATION

FIGURE 105



TYPICAL SWALE SECTION N.T.S.



TYPICAL SWALE SECTION AT DRIVEWAYS N.T.S.

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Florida Certificate of  
Authorization # - 7928

**POMP-004**  
BAY DRIVE  
NEIGHBORHOOD  
STORMWATER  
IMPROVEMENTS  
PROJECT

SCALE: AS NOTED  
DATE ISSUED: MAY 2019  
DRAWN BY: N.L.  
DESIGNED BY: M.G.  
CHECKED BY: T.D.

PROJECT NO. 10020.28

SHEET NUMBER CP-503

**EXHIBIT B**  
**Funding Schedule**

**Funding Amounts:** The amounts stated in this Funding Schedule are the maximum amounts payable for the Phase(s) stated, and shall be invoiced and paid only in accordance with the remainder of this Funding Schedule (as may be amended from time to time) and the terms and conditions of the Agreement. In the event of a conflict between anything stated in this Funding Schedule and anything stated elsewhere in the Agreement, the provisions stated in Articles 1 through 11 of the Agreement shall govern and control.

**Invoicing/Application for Funding Documentation:** Municipality shall submit the following with each invoice or Application for Funding (as defined below): an updated progress schedule; documentation of all invoices received from or payments made to Contractor or Consultant for which funding is sought; a statement indicating the cumulative amount of CBE participation to date; and a certification that all funding amounts sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

**Additional Invoicing Requirements:** If checked, the checked requirements apply to all invoices/Applications for Funding under this Agreement:

- All costs invoiced shall be supported by properly certified payrolls, time records, invoices, contracts, or vouchers evidencing appropriate detail the amounts invoiced/expended and the nature and purpose of such amounts.
- Pay Application documents consistent with AIA Document G702 and G703
- \_\_\_\_\_

**Funding Parameters:** The checked expenses are ineligible for funding under this Agreement:

- Costs incurred by Municipality prior to the execution of this Agreement
- Costs incurred after the expiration of this Agreement
- Costs that are not expressly permitted in Exhibit A or B
- Amounts that Contractor, Consultant, or Subcontractors are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project Schedule, audit costs, etc.)
- Amounts attributable to good or services received under a contract or other arrangement that was not approved by County
- Audit costs incurred by Municipality
- Legal and accounting fees and expenses
- Costs for operation, support, or maintenance of the Project
- Interest expenses incurred by Municipality
- Municipality's staff or other personnel costs in directly performing the Project [uncheck this box if Municipality is directly performing the Project]

Municipality may invoice County for funding (“Application for Funding”), at intervals of not more than quarterly, for work to be completed on the Project up to the maximum not-to-exceed amounts per applicable Phase stated below. Absent prior written approval by the Contract Administrator, Municipality may not invoice County for funding for a subsequent Phase until all prior Phases have been satisfactorily completed. Municipality may not invoice for a Phase for which a not-to-exceed amount has not been specified in the applicable Funding Schedule.

Each quarter will be funded in advance by County per the schedule stated below, with the quarterly funding amount determined by the Maximum Not-to-Exceed Amount for the applicable Phase or Deliverable divided by the number of quarters in the duration of that Phase or Deliverable, less any unexpended funding received during any prior quarter. Each Application for Funding (after the first) shall include for the prior quarter the amount of funding received and evidence of actual expenditures for that quarter including documentation demonstrating all invoices received from and payments made to Contractor or Consultant; and a statement indicating the cumulative amount of CBE participation through the end of the prior quarter. Municipality shall submit with each Application for Funding: an updated progress schedule; and a certification that all funding amounts sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

<b>Deliverable/Phase Description*</b>	<b>Quarterly Funding Amount (subject to adjustment)</b>	<b>Maximum Not-To-Exceed Amount</b>
Deliverable 1: Mobilization/Clearing & Grubbing/Permit/Bonds	\$293,685.25	\$293,685.25
Deliverable 2: Piping Installation	\$293,685.25	\$293,685.25
Deliverable 3: Catch Basins/Pavement Installation	\$293,685.25	\$293,685.25
Deliverable 4: Site Restoration/Close-out	\$293,685.25	\$293,685.25
<b>TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:</b>		<b>\$1,174,741.00</b>

\* The order in which street segments are completed may vary depending on Contractor preferences and City requirements

## **EXHIBIT C**

### **Reporting Requirements**

Municipality shall submit to County and the Oversight Board, on a quarterly and annual basis, a detailed Financial Report that includes the information contained in the attached Sample Financial Report.

Municipality shall submit to County on a monthly basis a detailed report of the Project Metrics and progress towards applicable goals in a form prescribed by County (see attached MAP PMO Project Report Status Template). The reports must include sufficient information to enable County's Program Management Office ("PMO") to track and document on a monthly basis:

- Key activities and Project milestones since the previous report;
- Expected activities/milestones to be completed before the next report;
- If applicable, key issues/challenges the Project faces and the plan to resolve or manage the issues/challenges; and
- Overall status of the Project.

Municipality's annual financial report for the Project must be audited and certified by an independent CPA, at Municipality's expense, with an opinion as to whether the financial information in the report is presented in accordance with Generally Accepted Accounting Principles and whether the Project is in accordance with the operative interlocal agreements for surtax funding. The audit shall contain sufficient information for County and the Oversight Board to determine if the Project expenditures conform to this Agreement and applicable law. The annual financial report must also include cumulative financial information for each individual Surtax-Funded Project undertaken by Municipality. The annual financial report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any issue of noncompliance with this Agreement or applicable law.

### Sample Financial Report

<b>Project Name:</b>	
<b>Quarterly Period:</b>	

#### Section A: Total/Maximum Project Funding

1.	Surtax Maximum Funding Amount (per Section 5.4)	\$
2.	Non-Surtax Funding Awarded/Committed	\$
3.	<b>Total Project Funding</b> (Total lines 1 + 2)	<b>\$</b>
4.	Less Proceeds (as defined in Section 5.6)	(\$ )
5.	<b>Adjusted Project Funding</b> (Line 3 minus Line 4)	<b>\$</b>

#### Section B: Funding Received to Date

		Quarter Reported	Fiscal Year to Date	Total
6.	Surtax Funding Received	\$	\$	\$
7.	Non-Surtax Funding Received	\$	\$	\$
8.	<b>Total Project Funding Received</b> (Total lines 6 + 7)	<b>\$</b>	<b>\$</b>	<b>\$</b>

#### Section C: Expenditures to Date

		Quarter Reported	Fiscal Year to date	Total
9.	Surtax Funding Expended	\$	\$	\$
10.	Non-Surtax Funding Expended	\$	\$	\$
11.	<b>Total Project Funding Expended</b> (Total lines 9 + 10)	<b>\$</b>	<b>\$</b>	<b>\$</b>

#### Section D: Available Funding to Date

12.	<b>Adjusted Project Funding</b> (Line 5 above)	\$
13.	Total Project Funding Expended to Date (Line 11 above)	\$
14.	<b>Available Project Funding to date</b> (Line 12 minus line 13)	\$

#### Section E: Contract Financials *(complete for each of Contractor and Consultant)*

Original Contract amount	\$
Changes (increases or decreases)	\$
<b>Revised contract amount</b>	<b>\$</b>
Total Work Completed to Date	\$
Retainage Held to Date	\$
<b>Total Earned Less Retainage</b>	<b>\$</b>
<b>Total Amount Paid to Date</b>	<b>\$</b>
Work Completed this Quarter	\$
Retainage Held for Work Completed this Quarter	\$

Retainage Released this Quarter	\$
Amount Paid this Quarter	\$

**Section F: Quarterly Detailed Expenditures (for Quarter Reported)**

Invoice No.	Invoice Date	Vendor Name	Description of Work	Invoice Amount	Amount Paid

**Section G: Project Schedule & Status**





15.	Project Schedule Completion Date	
16.	Total Project Schedule Time Remaining	
17.	Amount Project Is Ahead/Behind Schedule	<input type="checkbox"/> Ahead by ___ Days <input type="checkbox"/> Behind by ___ Days
18.	Explanation for Change in Project Schedule:	
19.	Project Run Rate (Actual vs. Planned Expenditures)	
20.	Percentage of Project Phases/Milestones Met	%

**Section H: Performance Metrics****A. Performance metrics include:**

1. signed approved engineering inspections;
2. periodic and final acceptance certification letter from engineer of record;
3. approval by city Project Manager and engineer of record of monthly payment applications for scope performed; and
4. inspection approval from Broward County EPA

**B.** Pavement Serviceability Rating (PSR): Report PSR prior to commencement of Project, current PSR, and projected PSR upon completion of Project.

# MAP PMO Project Status Report *Template*

<b>&lt;Agency&gt; Project:</b> <i>&lt;fill in project name&gt;</i>		<b>Owner:</b> <i>&lt;fill in&gt;</i>	<b>July 15, 2019</b>
<b>Progress update</b> <ul style="list-style-type: none"> <li>• Key activities since the last status report</li> <li>• ?</li> </ul>		<b>Overall Progress</b>  <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <ul style="list-style-type: none"> <li> Red = Execution critical delay</li> <li> Amber = Delay, not recoverable</li> <li> Green = On track</li> </ul> </div>	
<b>Key activities to be completed in the next &lt;2-4&gt; weeks:</b> <ul style="list-style-type: none"> <li>• ?</li> <li>• ?</li> </ul>		<b>Summary:</b> (may include) <ul style="list-style-type: none"> <li>• Key take-aways for BoCC, OB and Sur Tax Admin</li> <li>• Project run rate; actual vs. planned</li> <li>• % Milestones met</li> <li>• Days over budget</li> <li>• Leverage ratio</li> <li>• Key reminders of critical decisions/milestones/etc.</li> </ul>	
<b>Issues/Challenges:</b>		<b>Proposed solutions:</b>	

**Exhibit D      Form Contracts**

**Surtax-Funded Projects Form Construction Contract:**



Muni 170.docx

**Surtax-Funded Projects Form Consultant Contract:**



Muni 202.docx





