

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COMMUNITY AESTHETIC FEATURE AGREEMENT

ROADWAY DESIGN
OGC - 12/12
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Section No. _____ CAFA No. _____

This Community Aesthetic Feature Agreement ("Agreement") is entered into this ____ day of _____, between the State of Florida, Department of Transportation ("FDOT") and City of Pompano Beach ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

- A. The Agency has requested permission from FDOT to install a [CHOOSE ONE: ☐Public Art – Standalone, ☒Public Art – Add On/affixed, ☐Local Identification Marker – Standalone, ☐Local Identification Marker – Add On/affixed] community aesthetic feature on that certain right-of-way owned by FDOT which is located at Atlantic Blvd, Martin Luther King Jr. Blvd., US 1, A1A at 18 different locations in Broward County, Florida ("Project").
- B. FDOT agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.
- C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. **TERM.** The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through the 25th anniversary of this agreement, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within one (1) year (365) days of the Effective Date of this Agreement, FDOT may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. **PROJECT DESCRIPTION.** The Project is a [CHOOSE ONE: ☐Public Art – Standalone, ☒Public Art – Add On/affixed, ☐Local Identification Marker – Standalone, ☐Local Identification Marker – Add On/affixed], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

3. **FUNDING OF THE PROJECT.** The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". FDOT shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of FDOT's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for FDOT's right-of-way.

4. **DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.**

- a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including FDOT standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by FDOT and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to FDOT for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. Six (6) copies of the design plans shall be provided to FDOT's District Design Engineer, at 3400 West Commercial Blvd, Ft Lauderdale, FL 33309. FDOT will review the plans for conformance to FDOT's requirements and feasibility. FDOT's review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, FDOT signifies only that such plans and improvements satisfies FDOT's requirements, and FDOT expressly disclaims all other representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. FDOT's review of the plans does not relieve the Agency, its consultants or

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contractors of any professional or other liability for the plans. All changes required by FDOT shall be made by the Agency and final corrected plans shall be provided to FDOT within thirty (30) days.

- b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.
- c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by FDOT prior to implementation.
- d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.
- e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from FDOT's Construction Project Manager, **Vikrant Srivastava**, at **(954) 776-4300** or from an appointed designee.
- f. The Agency is authorized, subject to the conditions in this Agreement, to enter FDOT's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use FDOT's right-of-way nor the placing of facilities upon FDOT's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in FDOT right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of FDOT right-of-way.
- g. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If FDOT determines that a condition exists which threatens the public's safety, FDOT may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, FDOT may remove the safety hazard at the Agency's sole cost, expense, and effort.
- h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".
- i. The Agency shall notify FDOT a minimum of forty eight (48) hours before beginning the Project within FDOT right-of-way. The Agency shall notify FDOT should installation be suspended for more than five (5) working days.
- j. Upon completion of the Project, the Agency shall notify FDOT in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the Responsible Professional for the Project, the form of which is attached to this Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not

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limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ sub-consultant's property, machinery, and equipment from FDOT right-of-way and shall restore those portions of FDOT right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

- k. If FDOT determines that the Project is not completed in accordance with the provisions of this Agreement, FDOT shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of FDOT's written notice to complete the Project and provide FDOT with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, FDOT may: 1) provide the Agency with written authorization granting additional time as FDOT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without FDOT liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If FDOT elects to correct the deficiency(ies), FDOT shall provide the Agency with an invoice for the costs incurred by FDOT and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.
- l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The Maintenance schedule shall include Initial Defect, Instantaneous Damage and Deterioration components. The Initial Defect Maintenance inspection should be conducted, and any required repairs performed during the Construction Phase. The Instantaneous Damage Maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identify short term damage that does not develop over longer time periods. The Deterioration Maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration Maintenance shall include, but is not limited to, the following services:
The Agency shall be responsible for the maintenance of the graphic material wrapped on the Traffic Controller Equipment as described in Exhibit "A". All maintenance of the equipment will remain the responsibility of the maintaining agency and the respective owners and covered by a separate agreement Between such owners and FDOT.
- m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of \$ 0.00.
- n. FDOT reserves its right to cause the Agency to relocate or remove the Project, in FDOT's sole discretion, and at the Agency's sole cost.

5. INDEMNITY AND INSURANCE.

- a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and sub-consultants, who perform work in connection with this Agreement:
"The contractor/ subcontractor/ consultant/ sub-consultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ sub-consultant, its officers, agents or employees."
- b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ sub-consultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a

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company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/sub-consultant shall cause FDOT to be an additional insured party on the policy or policies, and shall provide FDOT with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2010), as amended.

- c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ sub-consultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. **NOTICES.** All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DISTRICT FOUR (4) PROGRAM MANAGER

District Maintenance Engineer

3400 W. Commercial Blvd., Fort Lauderdale, FL 33309

Phone: 954-486-1400

Fax: 954-777-4223

CITY OF POMPANO BEACH, FLORIDA

Public Works

1201 NE 5th Ave.

Pompano Beach, FL 33060

Phone: 954-786-4507

Fax: 954-786-4028

7. **TERMINATION OF AGREEMENT.** FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by FDOT pursuant to this Paragraph 7.

8. **LEGAL REQUIREMENTS.**

- a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.

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Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.

- b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
- c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.
- d. The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and sub-consultants are not agents of FDOT as a result of this Agreement.
- e. The Agency shall not cause any liens or encumbrances to attach to any portion of FDOT right-of-way.

9. **PUBLIC ENTITY CRIME.** The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. **UNAUTHORIZED ALIENS.** FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. **NON-DISCRIMINATION.** The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. **DISCRIMINATORY VENDOR LIST.** The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

14. **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

15. **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or

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remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. MODIFICATION. This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. NON-ASSIGNMENT. The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT. Any assignment, sublicense, or transfer occurring without the required prior written approval of FDOT will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. BINDING AGREEMENT. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. INTERPRETATION. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. ENTIRE AGREEMENT. This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

21. DUPLICATE ORIGINALS. This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.

Section No. _____

CAFA No. **Error! Reference
source not found.**

AGENCY

City of Pompano Beach

By: _____

Print Name: Gregory P. Harrison

Title: City Manager

As approved by the Council, Board, or

Commission on: _____

Attest: _____

Legal Review:

City or County Attorney

FDOT

State of Florida, Department of Transportation

By: _____

Print Name: Stacy Miller, PE

Title: Director of Development

Date: _____

Legal Review:

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EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

Traffic control box wraps (18 units) on various State Roads: Federal Hwy (SR 5), A1A, and Atlantic Blvd (SR 814) and Martin Luther King Jr. Blvd. (SR849). All artwork was submitted to Pompano Beach from local artists.

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by AdGraphics Inc, and dated April 2017. Any revisions to these plans must be approved by FDOT in writing.

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EXHIBIT "B"

SPECIAL PROVISIONS

(NOT APPLICABLE)

Section No. _____ CAFA No. _____

EXHIBIT "C"

TERMS AND CONDITIONS

SEE ATTACHEMENT

(First Amendment)

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the 14th day of December, 2015, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

ADGRAPHICS INCORPORATED, a Florida corporation, having its office and place of business at 3101 W. McNab Rd., Pompano Beach, FL 33069, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into an agreement for A Service Contract between the City of Pompano Beach and ADGraphics, Incorporated, to Provide Services and Materials to Cover Forty-nine Utility Boxes with Adhesive Vinyl Wraps Printed with Artwork on December 14, 2015, ("Original Agreement"); and

WHEREAS, the CITY and CONTRACTOR have mutually agreed to extend the Original Agreement for one (1) additional one-year period;

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The terms and conditions contained within the Original Agreement between CITY and CONTRACTOR, effective December 14, 2015, a copy of which is attached hereto and made a

part hereof as Exhibit "A," shall remain in full force and effect for the new contract extension term except as specifically amended hereinbelow.

3. The parties hereto agree to extend the original Agreement for one (1) additional one-year period, ending December 2017.

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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Mones

By:

Lamar Fisher

LAMAR FISHER, MAYOR

Shelly R. Bartholomew

By:

Dennis W. Beach

DENNIS W. BEACH, CITY MANAGER

Attest:

Asceleta Hammond

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO DEPARTMENT HEAD:

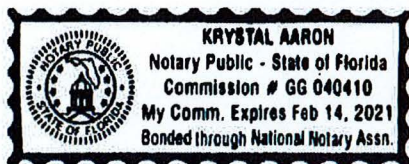
By: Robert A. McGaughey

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9th day of December, 2016 by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

Kristin A. [Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

* This Contract may not be in an amount greater than **\$75,000.00.**

"CONTRACTOR":

Witnesses:

[Signature]
Laura Agdia
Print Name
[Signature]
Barry Garfield
Print Name

Ad Graphics, Inc.
(Type Name of Contractor)

By: [Signature]
Signature

Richard C. Thompson
Typed, Stamped or Printed Name

Owner.
Title

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10 day of November, 2016 by Richard C. Thompson as owner of Ad Graphics, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Nayibe Morales
(Name of Acknowledger Typed, Printed or Stamped)

FF 943058
Commission Number

l:agr/genlsrvcs/1st amendment-ext service contract



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2016

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

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

PRODUCER Jeffrey Rendel c/o Stonehenge Insurance Solutions, Inc. 300 Avenue of the Champions, Suite 222 Palm Beach Gardens, FL 33418	CONTACT NAME: PHONE (A/C No, Ext): (561) 748-5027 FAX (A/C No): (561) 748-5028 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Zurich-American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 16535
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COVERAGES **CERTIFICATE NUMBER:** 16FL081858270 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC 54-70-393-04	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
			Location Coverage Period:	10/01/2016	10/01/2017	Client# 1041-FL

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

Coverage is provided for only those co-employees of, but not subcontractors to:
Ad Graphics, Incorporated
3101 W. McNab Rd
Pompano Beach, FL 33068

CERTIFICATE HOLDER

City of Pompano Beach
Risk Management Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND AD GRAPHICS, INCORPORATED, TO PROVIDE SERVICES AND MATERIALS TO COVER FORTY-NINE UTILITY BOXES WITH ADHESIVE VINYL WRAPS PRINTED WITH ARTWORK; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Contract between the City of Pompano Beach and Ad Graphics, Incorporated, to provide services and materials to cover forty-nine utility boxes with adhesive vinyl wraps printed with artwork, a copy of which Contract is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract between the City of Pompano Beach and Ad Graphics, Incorporated.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 8th day of December, 2015.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

01/17

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 15th day of December, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and AD GRAPHICS, INCORPORATED, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.
2. Purpose. City hereby contracts with Contractor to provide service and materials to cover large metal utility boxes with printed adhesive vinyl wraps with artwork upon the terms and conditions herein set forth.
3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.
4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.
5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City shall have the option to renew this contract for two (2) additional periods of one (1) year each, provided that City will provide notification within sixty (60) days of termination date of its intention.
6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.
7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$35,631.63 according to unit prices awarded via Bid L-02-16.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Ad Graphics, Incorporated
Mr Richard Thompson
3101 W McNab Road
Pompano Beach, FL 33069

If to City: City of Pompano Beach
Public Works Director
1201 NE 5th Ave
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such

Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

Sandra M. Moraway

By:

LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By:

DENNIS W. BEACH, CITY MANAGER

Attest:

Asceleta Hammond
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

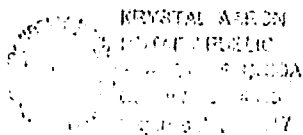
Mark E. Berman
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of December, 2015 by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

Krystal Aaron
NOTARY PUBLIC, STATE OF FLORIDA



Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

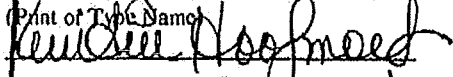
"CONTRACTOR"

Witnesses:



Barry Earfield

(Print or Type Name)



Kim Ann Hoogmoed

(Print or Type Name)

Ad Graphics, Incorporated

(Print or type name of company here)

By: 

Print Name: Richard Thompson

Title: Owner

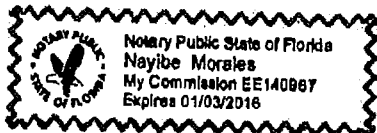
Business License No. 16-00055415

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23 day of November, 2015, by Richard C. Thompson as Owner of Ad Graphics, Inc., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:




NOTARY PUBLIC, STATE OF FLORIDA

Nayibe Morales
(Name of Acknowledger Typed, Printed or Stamped)

EE140887
Commission Number

l:agr/genl srvs/service contract

Exhibit A - Scope of Work

Provide for the purchase of services and materials to cover forty-nine (49) large metal utility boxes (mostly traffic signal boxes) with printed adhesive vinyl with artwork provided by the City.

Detail Specifications

Allowable Adhesive Vinyl Material

Film: II180Cv3 (3M™), or approved superior alternative*

Overlamine: 8518 (3M™), or approved superior alternative*

** If the Contractor proposes an alternative material, the Contractor must provide the City with the specifications and a sample of the alternative material at the time the bid is submitted. Any alternative material suggested must be moisture resistant and include ultraviolet and abrasion protection. The City reserves the right to reject any proposed superior alternative.*

Inks and Printing

Printer: VUTEk® QS3200 (EFI™), Piezo Inkjet Ink Series 2800UV (3M™), or similar printer that has a 3M™ MCS™ warranty

No water based inks

Minimum 24-hour ink drying period before overlaminating

Warranty

The Contractor is responsible for providing all applicable warranties for labor and materials, including vendor/ manufacturer warranties, in writing at the time of payment.

Minimum 3 year 3M™ MCS™ warranty guarantee on the material*

** If the full 3 year warranty is not possible on the top (horizontal exposure) or any other element of the utility box, please indicate so in your response.*

Minimum 2 year guarantee on the installation

A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

Final Graphic Layout

The Contractor will measure each utility box and provide a document set-up template with measurements and guides in an agreed format such as jpg, pdf, and/or eps to the City for the artists' use. The Contractor will identify any obstructions (i.e., outlets, hinges, etc.) on the boxes that may interfere with wrapping the boxes. The measurements provided by the Contractor must include adjustments for any obstructions identified on the boxes.

The digital files will be returned with the artwork included and set-up according to the recommendations by the Contractor. Files will be a very close approximation of the layout for the boxes, but the Contractor will be required to adjust and finalize the designs to comply with the final size, printing, and installation. Prior to printing the artwork, the Contractor will review the press-ready files and provide feedback to the City regarding any concerns or issues the vendor may see with the artwork or files. A final digital layout or proof will be prepared for approval by the City. For quality assurance purposes, one sample printed proof will be required prior to the first installation in order to confirm appropriate color, content, and image quality. The printing will not proceed until the City has approved the proof(s).

The Contractor is solely responsible for guaranteeing the layout is set-up properly and fits the dimensions of the entire box.

Installation

The Contractor will wrap forty-nine (49) utility boxes identified in attached list throughout the City with 3M™ cast wrap vinyl and 3M™ cast lamination materials (or approved alternative). The Contractor will provide the utility boxes free of posters, stickers, glue, paint, and other foreign matter. The utility boxes will require a cleaning by the Contractor including the application of any necessary solvents before installation. The Contractor must determine exact specifications and dimensions of each utility box through a site visit.

The Contractor must provide all necessary supplies, setup, installation, and cleanup. Installers must use proper hygiene, i.e. clean hands to avoid dirt, oil, or sweat on boxes prior to installation. Installation will be smooth and free of bubbles, folds, creases, and foreign matter under the vinyl. The vinyl will cover all metal surfaces on the sides of the boxes; the vinyl will be applied such that all doors and access panels can be opened or removed. Handles, hinges, and access panel screwheads will be clear of vinyl. The vinyl will be cut-off or removed to allow the function of any holes or air vents.

The Contractor will notify the City no less than 24 hours before installation of the vinyl. Contractor will not install wraps during inclement weather or any other undesirable conditions noted in the manufacturer's specifications. If the City, Broward County, FDOT, or a utility company or its agents needs access to the box, the Contractor will postpone the installation of that box or boxes at no additional cost to the City.

The Contractor will provide the City with documentation (digital images) of the wrap after installation.

Permitting

The Contractor will be responsible for obtaining appropriate permits from the City of Pompano Beach, Broward County, and FDOT (if required) to wrap the boxes. Only City of Pompano Beach permitting fees will be reimbursed to the Contractor.

Unless otherwise noted below, all four sides of the utility box must be wrapped in vinyl. Additionally, if the height of the utility box is four (4) feet or less, as measured from sidewalk grade, the top of the box will also be covered in vinyl. (Tops will not be wrapped on utility boxes exceeding a height of four (4) feet, as measured from sidewalk grade.)

Line Item	Box #	Box Location
1	0	NW corner of Atlantic Blvd & NW 31st Ave
2	1	NW corner of Atlantic Blvd & Dixie Hwy (larger box)
3	1A	NW corner of Atlantic Blvd & Dixie Hwy (smaller box)
4	2	NW corner of Dr Martin Luther King Blvd & NW 31st Ave/Turnpike ramp
5	3	NW corner of Atlantic Blvd & Powerline Rd
6	4	SW corner of Dr Martin Luther King Blvd & Powerline Rd
7	5	east side of A1A between NE 2nd St & NE 3rd St
8	6	SW corner of Atlantic Blvd & A1A
9	7	south side of Atlantic Blvd at Harbor Dr
10	8	SE corner of Atlantic Blvd & SE 24th Ave
11	9	NE corner of Atlantic Blvd & Federal Hwy (larger box)
12	9A	NE corner of Atlantic Blvd & Federal Hwy (smaller box)
13	10	SW corner of Atlantic Blvd & SE 18th Ave
14	11	SW corner of Atlantic Blvd & SE 11th Ave
15	12	NE corner of Atlantic & NE 2nd Ave
16	13	NE corner of Atlantic Blvd & NE 1st Ave
17	14	east side of NW 27th Ave, just south of Dr Martin Luther King Blvd
18	14A	east side of NW 27th Ave, between NW 10th St & NW 11th St
Line Item	Box #	Box Location
19	15	SE corner of Dixie Hwy (southbound) & SW 3rd St (larger box)
20	15A	SE corner of Dixie Hwy (southbound) & SW 3rd St (smaller box)
21	16	SE corner of Hammondville Rd & NW 6th Ave
22	17	NW corner of Hammondville Rd & Dixie Hwy
23	18	NW corner of Dixie Hwy (northbound) & SW 6th St
24	19	SW corner of Dixie Hwy & SW 2nd St
25	22	west side of NE 20th Ave, just north of Atlantic Blvd
26	23	east side of A1A just north of NE 4th St
27	24	east side of A1A, between Atlantic Blvd & NE 2nd St

28	24A	west side of A1A, between Atlantic Blvd & NE 2nd St
29	25	NE corner of Hammondville Rd & NW 18th Dr
30	26	SW corner of Cypress Rd & SE 2nd Ave
31	27	NE corner of Hammondville Rd & NW 16th Ave
32	28	NW corner of Hammondville Rd & NW 6th St
33	29	NE corner of US 1 & NE 2nd St
34	30	NE corner of US 1 & NE 6th St (larger box)
35	30A	NE corner of US 1 & NE 6th St (smaller box)
36	31	SW corner of NE 5th Ave & NE 10th St
37	32	NE corner of US 1 & Copans Rd (larger box)
38	32A	NE corner of US 1 & Copans Rd (smaller box)
39	33	NE corner of US 1 & NE 4th Ave (larger box)
40	33A	NE corner of US 1 & NE 4th Ave (smaller box)
41	34	SE corner of US 1 & SE 2nd St (larger box)
42	34A	SE corner of US 1 & SE 2nd St (smaller box)
43	35	NE corner of US 1 & NE 10th St (larger box)
44	35A	NE corner of US 1 & NE 10th St (smaller box)
45	36	SE corner of US 1 & NE 14th St (larger box)
46	36A	SE corner of US 1 & NE 14th St (smaller box)
47	37	SW corner of US 1 & NE 18th St
48	38	NW corner of NE 3rd Ave & NE 10th St
49	39	SW corner of Dixie Hwy (southbound) & McNab Rd

Notes for Line Items

Line item 7 Box #5 – mid-block pedestrian crossing

Line item 8 Box #6 – only wrap (3) three sides of box

Line item 14 Box #11 – top of box is damaged

Line item 17 Box #14 – not a traffic signal box

Line item 18 Box #14A – not a traffic signal box

Line item 26 Box #23 – mid-block pedestrian crossing, only wrap (3) three sides of box

Line item 27 Box #24 – mid-block pedestrian crossing

Line item 28 Box #24A – mid-block pedestrian crossing

Line item 29 Box #25 mid-block pedestrian crossing, small above-ground box attached to pole

The service includes in-field utility box measurement, digital files for artist designs, creation of digital templates for artist designs, creation of digital templates for artist designs, final graphic layout, proofs, printing, final cleaning, solvent application, installation, and all permitting.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 8/27/2015

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

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

PRODUCER Mack, Mack & Waltz Insurance Group, Inc. 1211 S Military Trail Suite 100 Deerfield Beach FL 33442		CONTACT Melissa Rihm PHONE (954) 640-6225 FAX (954) 640-6226 E-MAIL mrihm@mackinsurance.com ADDRESS:															
INSURED Ad Graphics, Incorporated 3101 W. McNab Road Pompano Beach FL 33069		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER: National Trust Insurance Co.</td> <td>20141</td> </tr> <tr> <td>INSURER: Progressive Express Ins. Co.</td> <td>10193</td> </tr> <tr> <td>INSURER: Commerce & Industry Insurance</td> <td>19410</td> </tr> <tr> <td>INSURER: Republic Vanguard Ins. Co.</td> <td>40A79</td> </tr> <tr> <td>INSURER: Scottsdale</td> <td>41297</td> </tr> <tr> <td>INSURER: Monroe Guaranty Ins Co</td> <td>32506</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER: National Trust Insurance Co.	20141	INSURER: Progressive Express Ins. Co.	10193	INSURER: Commerce & Industry Insurance	19410	INSURER: Republic Vanguard Ins. Co.	40A79	INSURER: Scottsdale	41297	INSURER: Monroe Guaranty Ins Co	32506
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COVERAGES **CERTIFICATE NUMBER:** CL14121632063 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	GL00162822	12/22/2014	12/22/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> GL Ded \$250					PERSONAL & ADV INJURY \$ 1,000,000
B	<input checked="" type="checkbox"/> Printers & O Ded \$500		01278557-1	12/22/2014	12/22/2015	GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					Printers E&O \$ 1,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
C	<input type="checkbox"/> ANY AUTO		01278557-1	12/22/2014	12/22/2015	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB					Uninsured Motorists \$ 1,000,000
D	<input type="checkbox"/> CLAIMS-MADE	C	09067929125	12/22/2014	12/22/2015	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> RETENTION \$					AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY					ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) <input type="checkbox"/> Y/N
	DESCRIPTION OF OPERATIONS below					EL EACH ACCIDENT \$
E	<input type="checkbox"/> Hired & Non-Owned Auto		CH0555020301	12/22/2014	12/22/2015	EL DISEASE - EA EMPLOYED \$
	<input type="checkbox"/> Leased & Rented Equip.					EL DISEASE - POLICY LIMIT \$
						Limit \$1,000,000
						Ded \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is listed as additional insured, per written contract, on the General Liability policy.

F: Garagekeepers Liab-Policy #CA0025936-Eff: 12/22/14 to 12/22/15-Comprehensive Limit: \$55,000-Ded: \$500-for each customer's auto for loss caused by theft or mischief or vandalism subject to \$2,500 max. ded. for all such loss in any one event-Collision: Limit: \$55,000-Ded \$500 for each customer's auto.

CERTIFICATE HOLDER

City of Pompano Beach
 Attn: Risk Manager
 100 West Atlantic Boulevard
 Pompano Beach, FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Greg Waltz/MARITZ

Section No. _____ CAFA No. _____

EXHIBIT "D"

AGENCY RESOLUTION

See the Attachment

Section No. _____ CAFA No. _____

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S
CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and The City of Pompano Beach

PROJECT DESCRIPTION: Installation of 3M Vinyl Artwork to 18 Utility Boxes in City of Pompano Beach

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 2017.

By: AdGraphics

Name: Richard Thompson

Title: President

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record.

By: _____

SEAL:

Name: _____

Date: _____