STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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 <u>The City of Pompano Beach (</u>"Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties." **RECITALS**

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 SR834,US1,A1A, SR845,SR814,SR811,<u>at 29 different locations</u> in <u>Broward</u> 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. <u>TERM.</u> The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through <u>the 5th Anniversary of this agreement</u>, 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 <u>one (1) year (365)</u> 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. <u>PROJECT DESCRIPTION.</u> 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

<u>3400 West Commercial Blvd, Ft Lauderdale, FL 33309</u>. 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

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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 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.
- The Agency shall be responsible for monitoring construction operations and the maintenance of C. 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 (Vikrant.srivastava@dot.state.fl.us) or from an appointed designee.
- The Agency is authorized, subject to the conditions in this Agreement, to enter FDOT's right-of-way f. 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-ofway 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.

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- 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 limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant'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.
- I. 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 identity 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. The deposit will be returned to the Agency after the Agency has satisfied its obligation to remove the Project and restore the right-of-way.
- 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.

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5. INDEMNITY AND INSURANCE.

a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant 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/ subconsultant, its officers, agents or employees."

- b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a 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/subconsultant 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/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. <u>NOTICES.</u> 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) MAINTENANCE ENGINEER

District Four Maintenance Engineer

3400 West Commercial Blvd, Ft Lauderdale, FL 33309

Phone: 954-486-1400

Fax: 954-7774223

CITY OF POMPANO BEACH, FLORIDA

Public Works_____

1201 NE 5th Ave_____

Pompano Beach, Florida 33060

Phone: <u>954-786-4507</u>

Fax: 954-786-4028_____

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7. <u>TERMINATION OF AGREEMENT.</u> 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. <u>LEGAL REQUIREMENTS.</u>

- 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. 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 subconsultants 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-ofway.

9. <u>PUBLIC ENTITY CRIME.</u> 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. <u>UNAUTHORIZED ALIENS.</u> 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. <u>NON-DISCRIMINATION.</u> 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. <u>DISCRIMINATORY VENDOR LIST.</u> 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

Section No. _____ CAFA No. ____

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. <u>ATTORNEY FEES.</u> 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 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. <u>MODIFICATION.</u> This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. <u>NON-ASSIGNMENT.</u> 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. <u>**BINDING AGREEMENT.**</u> 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. <u>ENTIRE AGREEMENT.</u> 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. <u>DUPLICATE ORIGINALS.</u> This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.

	Section No.	CAFA No.	
AGENCY			
City of Pompano Beach			
100 West Atlantic Blvd., Pompano Beach, FL 33060			
By: See attached Authorized Sheet			
Print Name: Lamar Fisher			
Title: Mayor of the City of Pompano Beach			
As approved by the Council, Board, or			
Commission on: See attached Authorization Sheet			
Attest: See attached Authorization Sheet			
Legal Review:			
See attached Authorization Sheet			
City or County Attorney			

FDOT

State of Florida, Department of Transportation

By: _____

Print Name: Stacy L. Miller, PE

Title: Director of Transportation Development

Date: _____

Legal Review:

625-010-10 ROADWAY DESIGN OGC - 12/12 Page 8 of 12

Section No. _____ CAFA No. _____

EXHIBIT "A"

PROJECT DESCRIPTION

I. <u>SCOPE OF SERVICES</u>

Traffic control box wraps (29 units) on various State Roads: SR834,US1,A1A, SR845,SR814,SR811. All artwork was submitted to Pompano Beach from artists.

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by AD Graphics, Inc. and dated <u>August 2018</u>. Any revisions to these plans must be approved by FDOT in writing.

Section No. ____ CAFA No. _

EXHIBIT "B"

SPECIAL PROVISIONS

- During construction, highest priority shall be given to ensure pedestrian safety. If permission is granted • to temporarily close a sidewalk, it shall be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet the American with Disability Act (ADA) Standards.
- A copy of this permit will be on the job site at all times during constriction of this facility. •

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EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

• All maintenance of traffic (MOT) will be in accordance with the department's current edition of the Design Standards (600 series). The Operations Engineer or his designee reserves the right to direct the removal/relocation/modification of any traffic devices(s) at the Permittee's sole expense.

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EXHIBIT "D"

AGENCY RESOLUTION

See the Attachment.

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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 City of Pompano Beach

PROJECT DESCRIPTION: Installation of 3M Vinyl Artwort to 29 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 ______, 2018.

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.

Ву:_____

SEAL:

Name: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/22/2017

С В	HIS CERTIFICATE IS ISSUED AS A MA ERTIFICATE DOES NOT AFFIRMATIVE ELOW. THIS CERTIFICATE OF INSUR EPRESENTATIVE OR PRODUCER, AN	LY OF ANCE	R NE	GATIVELY AMEND, EXTER S NOT CONSTITUTE A CO	ND OR	ALTER THE (OVERAGE A	FFORDED BY THE POLIC	CIES	
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Silk Insurance Services					PHONE (A/C, No	(610)99	4-8600	FAX (A/C, No):	(610)9	94-8704
1000 Germantown Pike					E-MAIL ADDRE	magazoroa	n@silkinsuran	ceservices.com		
Suit	e J-4				ADDILL		SURER(S) AFFOR			NAIC #
Plyr	nouth Meeting			PA 19462	INSURE					
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	Ad Graphics Incorporated				INSURE	RC:				
	3101 W. McNab Road				INSURE	RD:				
					INSURE	RE:				
	Pompano Beach			FL 33069	INSURE	RF:				
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	ADDITIONAL COVERAGES							
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Limit 1 1,000,0		Limit 2	Limit 3	Deductible Amount	Dedu	ctible Type	Premium	1
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OFADT	LCV						Copyright 2001, A	MS Services, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/17/2018

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~	OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A		WC 50-11-942-04		04/01/2016	04/01/2019	E.L. DISEASE - EA EMPLOYEE \$	1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	1,000,000	
				Location Coverage Perio	od:	04/01/2018	04/01/2019	Client# P443519-FL		
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	City of Pompano Beach Risk Management Manager 100 West Atlantic Blvd Pompano Beach, FL 33060				THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE CANCELI REOF, NOTICE WILL BE DE Y PROVISIONS.		
1 ompano Boaon, 1 E 00000					AUTHORIZED REPRESENTATIVE					
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SERVICE CONTRACT

 $Q_{C_1,T}$

THIS AGREEMENT is made and entered into this ______ 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. <u>Contract Documents</u>. 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. <u>Purpose</u>. 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.

 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. <u>Term of Contract</u>. 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. <u>Renewal</u>. 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. <u>Maximum Obligation</u>. 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. <u>Price Formula</u>. 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. <u>Invoices</u>. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis.

9. <u>Payment</u>. 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. <u>Communications</u>. 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 5 th 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. <u>Termination</u>. 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 fuet.

15. <u>Insurance</u>. 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. <u>Assignment</u>. 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. <u>Performance Under Law</u>. 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. <u>Audit and Inspection Records</u>. 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. <u>Adherence to Law</u>. 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. <u>Mutual cooperation</u>. 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. <u>Governing Law</u>. 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. <u>Waiver</u>. 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.

This document incorporates and includes all prior 26. Entire Agreement. 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

Sandre Minjoraray CIM. R. Raithelone

TAMAR FISHER MAYOR

CITY MANAGER W BEAC

Attest:

CITY CLERK ASCELETA HAMMOND.

(SEAL)

APPROVED AS TO FORM: MARKE BERMAN, CIPY ATTORNEY

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this <u>the</u> day of <u>December</u>, 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:

NOTARY PUBLIC, STATE OF FLORIDA

REVERAL A SUSSE 3. CONTRACTOR SUSSE SUSSE 1. CONTRACTOR SUSSE 1. CONTRACTOR 1. CONTRACTOR

Krystal Aaron

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"C	CONTRACTOR"
Witnesses: Barry CarField Parry CarField Mint of Type Name Kunching Hoopmoed Kinching Hoopmoed (Print or Type Name)	Ad Graphice, Incorporated (Print or type nome of Jumpany herb) By: Print Name: Richard Thompsoll Title: Business License No Business License No Busin
STATE OF FLORIDA	
November, 2015, by	acknowledged before me this day of <u>Richard C. Thompson</u> , a <u>AdBraphics TMC</u> ., a ration, He/she is <u>personally known</u> to me or who has (type
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA <u>NOTARY PUBLIC, STATE OF FLORIDA</u> <u>Notabe</u> <u>Morales</u> (Name of Acknowledger Typed, Printed or Stamped) <u>EE 1409167</u> Commission Number

l:agr/genl srvs/service contract

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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

<u>Film</u>: IJ180Cv3 (3MTM), or approved superior alternative* <u>Overlaminate</u>: 8518 (3MTM), 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 (EFITM), Piezo Inkjet Ink Series 2800UV (3MTM), or similar printer that has a 3MTM MCSTM 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 3MTM MCSTM 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 $3M^{TM}$ cast wrap vinyl and $3M^{TM}$ 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 though 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	Box #	Box Location				
1	0	NW corner of Atlantic Blvd & NW 31st Ave				
2	1					
3	14					
		NW corner of Dr Martin Luther King Blvd & NW 31st				
4	2					
	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 Atlatnic Blvd & Federal Hwy (larger box)				
12	9A	NE corner of Atlatnic Blvd & Federal Hwy (smaller box)				
13	10	SW corner of Atlantic Blvd & SE 18th Ave				
14	11	SW corner of Atlatnic Blvd & SE 11th Ave				
15	12	NE corner of Atlatnic & NE 2nd Ave				
16 13 17 14		NE corner of Atlantic Blvd & NE 1st Ave				
		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 tem	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 Dixle Hwy (northbound) & SW 6th St				
24 19		SW corner of Dixle Hwy & SW 2nd St				
25	22	west side of NE 20th Ave, just north of Atlantic Bivd				
26	23	east side of A1A just north of NE 4th St				
27 24		east side of A1A, between Atlantic Blvd & NE 2nd St				

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