

**Coral Springs
Improvement District**

Agenda

April 17, 2023

**Meeting Location
JP Taravella high School
10600 Riverside Drive, Coral Springs, FL. 33071**

Coral Springs Improvement District

Board of Supervisors
 Martin Shank, President
 Len Okyn, Vice President
 Chuck Sierra, Secretary

Kenneth Cassel, District Manager
 Terry Lewis, District Counsel
 David McIntosh, Director of Operations
 Joe Stephens, Director of Utilities

Meeting Agenda

Monday, April 17, 2023 at 4:15 p.m.

*Meeting Location: JP Taravella High School, 10600 Riverside Drive, Coral Springs, FL. 33071

1. **Call to Order**
2. **Approval of the Minutes of the February 27, 2023 and March 20, 2023 Meetings**
3. **Financials for February and March 2023**
4. **Consideration of Staff Request to Approve a Contract for Telephone Service from Ring Central MVP Under Contract #2022003385 Omnia Contract for Telephonic Services-Landline Category - David**
5. **Consideration of Request by Staff to Piggyback Off a Contract between SA Recycling and the Town of Davie Partnered with Southeast Florida Governmental Purchasing Cooperative for Scrap Metal Recycling (*Staff is also requesting to piggyback any contract renewals until January 2, 2027*) - Joe**
6. **Staff Request Board Consideration of an Agreement between the District and VB BTS II, LLC for the Location of a Cell Tower on District Property at 10300 NW 11th Manor - David**
7. **Staff Requests Board Consideration of a Contract with Trio Development Company for Repairs to Lift Station 28 in the Amount of \$170,682.50. (*CSID will Piggyback on contract PNC2122386B1 Sewer Lift Station Rehabilitation and Repair between Trio and Broward County*) - Curt**
8. **Consideration of Work Authorizations**
 - A. Amendment #1 to Work Authorization #199 for Pump Stations 1 & 2 LP Gas Tank Replacement Reimbursing Unused Allowance and fees of \$24,312.41
 - B. Work Authorization #213 for Diffuser Replacement for Digester 1 for a Total Cost of \$18,892
9. **Engineer's Report**
10. **Staff Reports**
 - A. Manager – Ken Cassel
 - B. Department Reports
 - Operations – David McIntosh
 - Utilities Update – Joe Stephens

- Utility Billing Customer Service Report – Osmany Larzabal (Report Provided)
- Water – Christian McShea (Report Provided)
- Wastewater – Tom Kedrierski (Report Provided)
- Stormwater – Shawn Frankenhauser (Report Provided)
- Field – Curt Dwiggin (Report Provided)
- Maintenance Report – Pedro Vasquez (Report Provided)
- Procurement Report – Danielle Keira-Cancel
- Human Resources – Jan Zilmer
- Motion to Accept Department Reports

C. Attorney

11. Audience Comments (5:15 p.m.) *This section of the agenda allows for comments from the public to speak on items not on the agenda. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the District Manager. When you are called to speak, and prior to addressing the Board of Supervisors, state your name and address for the record. The public comment section of the agenda is not a time for debate. It is intended to allow members of the public the opportunity to share their comments on items they think may be of value to the District.*

12. Supervisors’ Requests

13. Adjournment

*Next Meeting Scheduled for May 15, 2023

Second Order of Business

**MINUTES OF MEETING
CORAL SPRINGS
IMPROVEMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Coral Springs Improvement District was held Monday, February 27, 2023, at 4:00 p.m. at the District Office at 10300 NW 11th Manor, Coral Springs, Florida.

Present and constituting a quorum were:

Martin Shank	President
Len Okyn	Vice President

Also present were:

Ken Cassel	District Manager
Seth Behn	District Attorney
David McIntosh	Director of Operations
Joe Stephens	Director of Utilities
Jan Zilmer	Human Resources
Sue Beyer	Director of Finance and Accounting
Rick Olson	District Engineer
Curt Dwiggin	Field Department
Shawn Frankenhauser	Stormwater Department
Roger Dunbar	Water Department
Mike Hosein	Wastewater Department
Pedro Vasquez	Maintenance Department
Osmanny Larzabal	Utility Billing and Customer Service
Glen Hanks	Glen Hanks Consulting Engineers
Residents	

The following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Cassel called the meeting to order at 4:00 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Approval of the Minutes of the January 23, 2023 Meeting

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor the minutes of the January 23, 2023 meeting were approved.

THIRD ORDER OF BUSINESS

Audience Comments

- Ms. Lucy Dicataua addressed the Board regarding the tree removal project and the fact the trees prevent access to their properties for security and provide privacy.
- Dr. Shank explained the reasoning behind the tree removal project.

FOURTH ORDER OF BUSINESS

Financials for January 2023

Ms. Beyer reviewed the financials.

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor the financials for January 2023 were approved.

FIFTH ORDER OF BUSINESS

Consideration of Bridge at Cypress Hammock Park/Orchid Park

- Mr. Hanks reviewed the City’s request to install a pedestrian bridge connecting Cypress Hammock Park and Orchid Park.
- He recommends approval of the right-of-way utilization.
- The City will restore the right-of-way to existing conditions at the conclusion of the job and will maintain the bridge.

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor a right-of-way permit to the City of Coral Springs for the installation of a bridge connecting Cypress Hammock Park and Orchid Park was approved.

SIXTH ORDER OF BUSINESS

Consideration of Encroachment Agreement – 11900 NW 11th Court

- Mr. Frankenhauser reviewed the resident’s request to install a deck.
- The area is owned by Lake Coral Springs Master Association; however, the District has a utility easement.
- The recommendation is to approve an encroachment agreement.

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor an encroachment agreement with 11900 NW 11th Court was approved.

SEVENTH ORDER OF BUSINESS

Consideration to Declare Equipment Surplus so Staff Can Take the Necessary Actions to Dispose of Items

- Mr. Stephens explained to the Board they compiled another group of equipment, mostly vehicles.
- He recommends disposing as the cost of maintenance on these items is not worth it.

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor the items on the list of surplus items presented in the agenda package was declared surplus.

EIGHTH ORDER OF BUSINESS

Consideration of Request by Staff to Piggyback on Contract WH-22 Annual Supply for Brass Fittings and Accessories between Fortiline Waterworks and the City of Boynton Beach, Including any Extensions

- Mr. Dwiggins reviewed the request to approve the purchase of brass fittings and accessories from Fortiline, piggybacking off the City of Boynton Beach.

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor the purchase of brass fittings and accessories from Fortiline, piggybacking off the City of Boynton Beach contract, was approved with any extensions.

NINTH ORDER OF BUSINESS

Consideration of Work Authorizations

A. Amendment #1 to Work Authorization #208 for WWTP Headworks Concrete Crack Repair for a Decrease of \$23,664

Mr. Olson reviewed the amendment to Work Authorization 208.

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor Amendment #1 to Work Authorization #208 was approved for a decrease of \$23,664.

B. Work Authorization #207 for DIW MIT Testing for a Total Cost of \$252,704

Mr. Olson reviewed the work associated with Work Authorization #207.

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor Work Authorization #207 was approved at an amount not to exceed \$252,704, with the selection of the well contractor to be determined by the engineer’s pricing along with the review of legal and management.

C. Work Authorization #204 for High Service Pump Building Valve Replacement for a Total Cost of \$317,760

Mr. Olson reviewed the work associated with Work Authorization #204.

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor with all in favor Work Authorization #204 was approved for a total cost of \$317,760.

TENTH ORDER OF BUSINESS

Engineer’s Report

Mr. Olson reviewed his report, a copy of which was included in the agenda package.

- Work Authorization #187 – everything is on schedule.
- Work Authorization #199 – the valves arrived, and the work is scheduled for Thursday, March 2, 2023. They now have an inventory of tanks and will be providing a proposal.
- Work Authorization #202 – there is great progress on this project, and it is ahead of schedule.
- Work Authorization #210 – the polymer skid arrived last week. District staff will install.
- Work Authorization #211 – the restoration work was completed today. This project is three weeks ahead of schedule.

ELEVENTH ORDER OF BUSIESS

Staff Reports

A. Manager – Ken Cassel

- Mr. Cassel reported they met with the City and had a presentation with them as discussed at the staff meeting. They are willing to work with the District on certain things. There will be a follow up meeting. The idea of escrowing does not fit what they would agree with.
- Dr. Shank is not comfortable with giving the City a lump sum as the District will not have control of the project. He wants to ensure the money is spent within the

District. He also does not want to pay for engineering and design because those are staff positions the City has.

- Mr. Behn reviewed his draft letter to the City proposing an Interlocal Agreement.

B. Department Reports

- **Operations – David McIntosh**

Mr. McIntosh reported the following:

- They are working with Quest. Quest has started doing some PR work for the District.
- They had a meeting scheduled with the City Environmental Sustainability Committee last Tuesday, February 21, 2023, but it was cancelled until they can get the process nailed down.
- He has been talking with Ms. Beyer. The District has been banking with PNC for over a year. They are looking at possibly moving or creating accounts with Bank United to earn more interest.
- Staff is preparing for Customer Appreciation Day scheduled for April 29, 2023.
- They are negotiating the contract for the Cell Tower.
- The District has been giving the Broward County Waterway Cleanup \$500 a month for the past 10 years. They will continue to do this.
- Quest is starting to do some work with Customer Appreciation Day. He would like approval at a not to exceed amount of \$4,000.
- He congratulated Joe and the staff on their recognition from the Department of Environmental Protection for operation excellence. Mr. Stephens provided more details on the award. Quest will be doing a press release on this.
- He will be working with Mr. Hanks on modifying the Permit Criteria Manual to ensure they have a means of collecting the appropriate fees for all the work they have to do. There is currently a cost recovery program in place, which takes care of some of the charges; however, they are finding other things are coming up with some of these projects.

- **Utilities Update – Joe Stephens**

Mr. Stephens reported the following:

- The Department of Agriculture is scheduled to come out March 1, 2023 to do a performance site visit. This is the first site visit for the grant project.

- **Utility Billing Customer Service Report - Osmanny Larzabal (Report Provided)**

Mr. Larzabal reviewed his report, a copy of which is attached hereto and made a part of the public record.

- **Water – Roger Dunbar (Report Provided)**

Mr. Dunbar reviewed his report, a copy of which is attached hereto and made a part of the public record.

- **Wastewater – Mike Hosein (Report Provided)**

Mr. Hosein reviewed his report, a copy of which is attached hereto and made a part of the public record.

- **Stormwater – Shawn Frankenhauser (Report Provided)**

Mr. Frankenhauser reviewed his report, a copy of which is attached hereto and made a part of the public record.

- **Field – Curt Dwiggin (Report Provided)**

Mr. Dwiggin reviewed his report, a copy of which is attached hereto and made a part of the public record.

- **Maintenance Report – Pedro Vasquez (Report Provided)**

Mr. Vasquez reviewed his report, a copy of which is attached hereto and made a part of the public record.

- **Procurement Report – Danielle Keira-Cancel**

No report.

- **Human Resources – Jan Zilmer**

Mr. Zilmer reported they hired a new water operator and training is starting today. He also provided updates on other positions being filled.

- **Motion to Accept Department Reports**

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor the Department Reports were accepted.

C. Attorney

Mr. Behn reported on the SWCD bill that went through concurrent with the Reedy Creek Improvement District redesignation.

TWELFTH ORDER OF BUSINESS

Supervisors' Requests

- Mr. Okyn is looking forward to Customer Appreciation Day.
- Dr. Shank congratulated staff on the award. He also requested reservations be made for FASD.

THIRTEENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor the meeting was adjourned.

Kenneth Cassel
Assistant Secretary

Dr. Martin Shank
President

**MINUTES OF MEETING
CORAL SPRINGS
IMPROVEMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Coral Springs Improvement District was held Monday, March 20, 2023, at 4:00 p.m. at the District Office at 10300 NW 11th Manor, Coral Springs, Florida.

Present and constituting a quorum were:

Martin Shank	President
Len Okyn	Vice President
Chuck Sierra	Secretary

Also present were:

Ken Cassel	District Manager
Seth Behn	District Attorney
David McIntosh	Director of Operations
Joe Stephens	Director of Utilities
District Staff	
Residents	

The following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Cassel called the meeting to order at 4:00 p.m. and called the roll.

THIRD ORDER OF BUSINESS

Audience Comments

Due to the large number of residents attending the meeting, and to ensure the safety of all meeting attendees, the meeting was adjourned. The next meeting will be held in a larger venue to accommodate all attendees.

Kenneth Cassel
Assistant Secretary

Dr. Martin Shank
President

Third Order of Business



CORAL SPRINGS IMPROVEMENT DISTRICT

FINANCIAL REPORT SUMMARY – MEETING MARCH 20, 2023

**CORAL SPRINGS IMPROVEMENT DISTRICT
WATER & SEWER FUND
SUMMARY REPORT**

For Period Ending February 28, 2023

	Actual ENDING 02/28/23		BUDGET THRU 02/28/23		VARIANCE Actual to Budget (UNDERBUDGET)		ADOPTED BUDGET FY 2022/2023
REVENUES							
TOTAL REVENUES	\$ 5,914,206	*	\$ 6,304,652	*	\$ (390,446)	*	\$ 15,131,165
CARRY FORWARD	\$ -		\$ 1,520,380		\$ (1,520,380)		\$ 3,648,911
TOTAL REVENUE WITH CARRY FORWARD	\$ 5,914,206		\$ 7,825,032		\$ (1,910,826)		\$ 18,780,076

* \$927,180.00 of Water & Sewer Revenue accrued to 2021-2022 Fiscal Year

EXPENDITURES							
TOTAL ADMINISTRATIVE	\$ 714,079		\$ 1,105,518		\$ (391,439)		\$ 2,653,243
TOTAL PLANT	\$ 2,368,368		\$ 3,874,488		\$ (1,506,119)		\$ 9,298,770
TOTAL FIELD	\$ 824,325		\$ 1,603,527		\$ (779,202)		\$ 3,848,465
TOTAL EXPENDITURES	\$ 3,906,772		\$ 6,583,533		\$ (2,676,761)		\$ 15,800,478
AVAILABLE FOR DEBT SERVICE	\$ 2,007,434						\$ 2,979,598
Total Debt Service	\$ 1,174,094						\$ 2,817,818
Excess Revenues (Expenses) After Debt Service	\$ 833,340						\$ 161,781
Net Assets Beginning	\$ 41,174,831						
Net Assets Ending	\$ 42,008,171						

Debt Service Coverage February 2023 1.71

Debt Service Requirement 1.00

Debt Service-Budget 1.06

surplus .06 budgeted

**CORAL SPRINGS IMPROVEMENT DISTRICT
General Fund
SUMMARY REPORT**

For Period Ending February 28, 2023

	Actual ENDING 02/28/23	BUDGET THRU 02/28/23	VARIANCE Actual to Budget (UNDERBUDGET)	ADOPTED BUDGET FY 2022/2023
REVENUES				
TOTAL REVENUES	\$ 3,173,385	\$ 1,368,329	\$ 1,805,056	\$ 3,283,990
CARRY FORWARD	\$ -	\$ 2,286,932	\$ (2,286,932)	\$ 5,488,636
TOTAL REVENUE WITH CARRY FORWARD	\$ 3,173,385	\$ 3,655,261	\$ (481,876)	\$ 8,772,626
EXPENDITURES & RESERVES				
TOTAL ADMINISTRATIVE	\$ 201,513	\$ 374,678	\$ (173,164)	\$ 899,226
TOTAL FIELD	\$ 276,075	\$ 2,988,917	\$ (2,712,842)	\$ 7,173,400
TOTAL EXPENDITURES	\$ 477,588	\$ 3,363,594	\$ (2,886,006)	\$ 8,072,626
RESERVES				
EXCESS REVENUES (EXPENSES)	\$ 2,695,797			\$ 700,000
TOTAL EXPENSES & RESERVES	\$ 3,173,385			\$ 8,772,626
FUND BALANCE BEGINNING	\$ 11,654,210			
FUND BALANCE ENDING	\$ 14,350,045			

* Fund Balance changed due to audit adjustments



CORAL SPRINGS IMPROVEMENT DISTRICT

FINANCIAL REPORT SUMMARY – MEETING APRIL 17, 2023

**CORAL SPRINGS IMPROVEMENT DISTRICT
WATER & SEWER FUND
SUMMARY REPORT**

For Period Ending March 31, 2023

	Actual ENDING 3/31/23		BUDGET THRU 3/31/23		VARIANCE Actual to Budget (UNDERBUDGET)		ADOPTED BUDGET FY 2022/2023
REVENUES							
TOTAL REVENUES	\$ 7,358,074	*	\$ 7,565,583	*	\$ (207,508)	*	\$ 15,131,165
CARRY FORWARD	\$ -		\$ 1,824,456		\$ (1,824,456)		\$ 3,648,911
TOTAL REVENUE WITH CARRY FORWARD	\$ 7,358,074		\$ 9,390,038		\$ (2,031,964)		\$ 18,780,076

* \$927,180.00 of Water & Sewer Revenue accrued to 2021-2022 Fiscal Year

EXPENDITURES							
TOTAL ADMINISTRATIVE	\$ 864,008		\$ 1,326,622		\$ (462,613)		\$ 2,653,243
TOTAL PLANT	\$ 2,857,452		\$ 4,649,385		\$ (1,791,933)		\$ 9,298,770
TOTAL FIELD	\$ 1,323,320		\$ 1,924,233		\$ (600,912)		\$ 3,848,465
TOTAL EXPENDITURES	\$ 5,044,781		\$ 7,900,239		\$ (2,855,458)		\$ 15,800,478
AVAILABLE FOR DEBT SERVICE	\$ 2,313,293						\$ 2,979,598
Total Debt Service	\$ 1,408,909						\$ 2,817,818
Excess Revenues (Expenses) After Debt Service	\$ 904,384						\$ 161,781
Net Assets Beginning	\$ 41,174,831						
Net Assets Ending	\$ 42,079,215						

Debt Service Coverage February 2023 1.64
--

Debt Service Requirement 1.00

Debt Service-Budget 1.06

surplus .06 budgeted

**CORAL SPRINGS IMPROVEMENT DISTRICT
General Fund
SUMMARY REPORT**

For Period Ending March 31, 2023

	Actual ENDING 3/31/23	BUDGET THRU 3/31/23	VARIANCE Actual to Budget (UNDERBUDGET)	ADOPTED BUDGET FY 2022/2023
REVENUES				
TOTAL REVENUES	\$ 3,250,562	\$ 1,641,995	\$ 1,608,567	\$ 3,283,990
CARRY FORWARD	\$ -	\$ 2,744,318	\$ (2,744,318)	\$ 5,488,636
TOTAL REVENUE WITH CARRY FORWARD	\$ 3,250,562	\$ 4,386,313	\$ (1,135,751)	\$ 8,772,626
EXPENDITURES & RESERVES				
TOTAL ADMINISTRATIVE	\$ 242,650	\$ 449,613	\$ (206,963)	\$ 899,226
TOTAL FIELD	\$ 687,794	\$ 3,586,700	\$ (2,898,906)	\$ 7,173,400
TOTAL EXPENDITURES	\$ 930,444	\$ 4,036,313	\$ (3,105,869)	\$ 8,072,626
RESERVES				
EXCESS REVENUES (EXPENSES)	\$ 2,320,118			\$ 700,000
TOTAL EXPENSES & RESERVES	\$ 3,250,562			\$ 8,772,626
FUND BALANCE BEGINNING	\$ 11,654,210			
FUND BALANCE ENDING	\$ 13,974,366			

* Fund Balance changed due to audit adjustments

Fourth Order of Business



Telecommunications UC Systemwide
Executive Summary

Lead Agency: University of California

Solicitation: # 001757-JAN2020

RFP Issued: June 1, 2020

Pre-Proposal Date: June 8, 2020

Response Due Date: August 24, 2020

Proposals Received: # 8

Awarded to:  RingCentral[®]

Agreement No. 2020003385

The University of California, Office of the President (UC) issued RFP # 001757-JAN2020 on June 1, 2020, to establish a national cooperative contract to assist UC and national participating agencies, in obtaining the best, most cost-effective and efficient procurement program for Telecommunication Services Systemwide

The Regents of the University of California partnered with OMNIA Partners to include a national cooperative purchasing opportunity:

The purpose of this Request for Proposal (the "RFP") is to invite qualified Telecommunication ("Supplier(s)") to prepare and submit proposals to the University of California ("UC") to provide Telecommunication Services that will provide maximum value to the UC through enhanced technology, superior customer service, streamlined processes, and lower total cost of ownership ("Goods and Services") in accordance with Federal and State of California laws and the requirements of the UC as further detailed in this RFP. The UC has partnered with OMNIA Partners to make the resultant agreement a national cooperative agreement which public agencies, across the country, will be able to utilize.

The overall objective of this RFP is to select a Supplier, or multiple Suppliers, to assist UC, and national participating agencies, in obtaining the best, most cost-effective and efficient procurement program for Telecommunication Services. In addition, qualified Suppliers are invited to submit proposals, based on the information provided in this RFP with the intent to establish a business alliance with UC, and OMNIA Partners, that will maximize the resources.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- CalUSource website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, IL
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review Journal, NV
- The Herald-News, IL

On August 24, 2020, proposals were received from the following offerors:

- AT&T
- F5 Network Solutions
- Granite Communications
- RingCentral, Inc.
- Spectrum Enterprise
- Windstream Communications
- VoicePlus, Inc.
- Zoom Video Communications

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that RingCentral demonstrated the ability to provide the products and services outlined in the solicitation for **Landline Services (Cloud VoIP)** while offering competitive pricing to members. University of California executed a purchasing agreement on August 31, 2022.

Contract Highlights:

RingCentral VoIP (voice over internet protocol) is part of a secure, reliable cloud communications platform that eliminates the need for on-premise PBX hardware. With mobile apps, online meetings, and business SMS, it's more than a phone system, it's comprehensive hosted business communications at its best. Manage all communications with your computer or mobile device from any location—there's no additional hardware necessary.

Fully integrated communication and collaboration platform with a complete business phone system, unified voice, fax, video, messaging & collaboration, and integrated contact center capabilities.

Term:

Initial five (5) year agreement from August 31, 2022 through August 30, 2027 with the option to renew for five (5) additional one-year periods through August 30, 2032.

Pricing/Discount:

Pricing varies based on monthly subscriptions, bundles, products, and services. Refer to pricing schedule for details.

OMNIA Partners, Public Sector Web Landing Page:

[RingCentral Cooperative Contract | Contract Documentation \(omniapartners.com\)](#)



Ring Central MVP agrees to provide Coral Springs Improvement District with all services, terms, and conditions listed in contract# 2022003385, OMNIA Partners for telecommunication services-Landline category. Ring Central MVP agrees that they will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further Ring Central MVP agrees that it is their obligation to obtain affidavits from any subcontractors to ensure that the subs are in compliance with E-Verify.

The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The CONTRACTOR agrees and acknowledges that the OWNER is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the OWNER has a good faith belief that the CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall terminate this Agreement. If the OWNER has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. The CONTRACTOR shall be liable for any additional costs incurred by the OWNER as a result of the termination of a contract based on CONTRACTOR'S failure to comply with E-Verify requirements evidenced herein.

IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Sandra Demarco
 210 N. University Drive, Suite 702 Coral Springs, FL 33071
 (O) 954.603.0033, Ext. 40532
 Email: PublicRecords@inframark.com

Ring Central MVP Representative

CSID Representative

Title: PARTNER / VENDOR

Title: _____

Name: (Print) CHRISTOPHER DUQUETTE

Name: (Print) _____

Signature

3/16/23
 Date

 Signature

 Date



Sales Proposal [Confidential]

Quote

Quote name:	PQ-77556 -Coral Springs Improvement District	Prepared for:
Valid Until:	April 9, 2023	Coral Springs Improvement District Manny L mannyl@csidfl.org 954-796-0380
Start Date:	April 30, 2023	
Initial Term:	24	
Renewal Term:	24	
Currency:	USD	
Payment Plan:	Monthly	

	Charge Term	Quantity	Unit Price	Total Price
MVP Premium - Subscription Fee				
DigitalLine Unlimited	Monthly Contract	28	USD 32.29	USD 904.12
Main Local Number	Monthly Contract	1	USD 0.00	USD 0.00
Additional Local Number	Monthly Contract	2	USD 4.24	USD 8.48
Main Local Fax Number	Monthly Contract	1	USD 0.00	USD 0.00
Compliance and Administrative Cost Recovery Fee	Monthly Contract	28	USD 4.00	USD 112.00
e911 Service Fee	Monthly Contract	28	USD 1.00	USD 28.00
Polycom VVX 450 Business IP Phone - Rental	Monthly Contract	25	USD 8.08	USD 202.00
Global MVP DigitalLine				
Polycom OBi302 ATA - Rental	Monthly Contract	3	USD 3.83	USD 11.49
		Total One - Time Payment*:		USD 0.00
		Total Recurring Charge*:		USD 1,266.09
Taxes are not included. Additional fees may apply.				

RingCentral Office is now RingCentral MVP. All references to "RingCentral Office," whether in the Agreement or its attachments, Order Forms, or descriptions, mean "RingCentral MVP".

*This budgetary quote is not a contract or a bill. Prices contained in this quote are an estimate only and may be subject to change at any time without notice to the Customer. The products and services listed in this quote are subject to withdrawal or modification. Taxes are not included. Additional fees may apply. Prices shall only become binding when a valid Order Form is executed subject to the terms and conditions contained in the relevant written Agreement between the Parties

Quote



1009 NW 83rd Dr
 Coral Springs, Fl 33071
 (954)340-6880
 State Lic# ES12001272

DATE	ESTIMATE NO.
3/9/2023	3199

NAME / ADDRESS
Coral Springs Improvement District 10300 N.W. 11th Manor Coral Springs, Fl 33071

Job Location
RingCentral Implementation

DESCRIPTION	QTY	P.O. NO.	Project/Job
		COST	TOTAL
Programming, Installation & Training of RingCentral system.	25	95.00	2,375.00
		Subtotal	\$2,375.00
		Sales Tax (0.0%)	\$0.00
		TOTAL	\$2,375.00

Fifth Order of Business



SA Recycling, LLC agrees to provide Coral Springs Improvement District with all services, terms, and conditions listed in Southeast Florida Governmental Purchasing Cooperative Group ITB-RM-21-98 contract, with the Town of Davie serving as the Lead Agency. SA Recycling, LLC agrees that they will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further SA Recycling, LLC agrees that it is their obligation to obtain affidavits from any subcontractors to ensure that the subs are in compliance with E-Verify.

The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The CONTRACTOR agrees and acknowledges that the OWNER is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the OWNER has a good faith belief that the CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall terminate this Agreement. If the OWNER has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. The CONTRACTOR shall be liable for any additional costs incurred by the OWNER as a result of the termination of a contract based on CONTRACTOR'S failure to comply with E-Verify requirements evidenced herein.

IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT
Sandra Demarco
210 N. University Drive, Suite 702 Coral Springs, FL 33071
(O) 954.603.0033, Ext. 40532
Email: PublicRecords@inframark.com

SA Recycling, LLC Representative

CSID Representative

Title: Dr. Duggan

Title: _____

Name: (Print) Steve Weinberg

Name: (Print) _____

Steve Weinberg 3/21/28
 Signature Date

 Signature Date

VENDOR AWARD

Vendor Name: _____
 Vendor Address: _____
 Contact: _____
 Phone: _____ Fax: _____
 Cell/Pager: _____ Email Address: _____
 Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____
 Vendor Address: _____
 Contact: _____
 Phone: _____ Fax: _____
 Cell/Pager: _____ Email Address: _____
 Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____
 Vendor Address: _____
 Contact: _____
 Phone: _____ Fax: _____
 Cell/Pager: _____ Email Address: _____
 Website: _____ FEIN: _____

SECTION #2

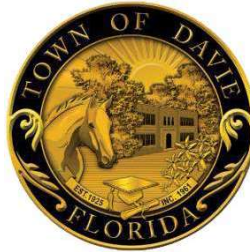
AWARD/BACKGROUND INFORMATION

Award Date: January 02, 2022 Resolution/Agenda Item No.: R-2021-331
 Insurance Required: Yes X No _____
 Performance Bond Required: Yes _____ No X

SECTION #3

LEAD AGENCY

Agency Name: Town of Davie
 Agency Address: 6591 Orange Drive
 Agency Contact: Rebecca Moreau Email rmoreau@davie-fl.gov
 Telephone: 954-797-1015 Fax: 954-797-1049



Town of Davie Contract Renewal

This contract renewal by and between the Contractor and the Town of Davie defined below shall be effective as of the date this Contract Renewal is fully executed. To the extent the contract requires the Town to issue a Notice of Contract Renewal for purposes of exercising the renewal option, this written document shall serve as such Notice of Contract Renewal.

Town Department: Budget & Finance Solicitation Type: Formal Solicitation

Contract Information	
Town Contract #: ITB-RM-21-98 Scrap Metal Recycling - Coop REVENUE	
Lead Agency Name: Town of Davie	Lead Agency Solicitation #: ITB-RM-21-98
Lead Agency Solicitation Title Name: Scrap Metal Recycling - Coop REVENUE	
Lead Agency Contract Award Date: 01/02/2022	Town Award Resolution(s) #: 2021-331
Current Contract Term: 01/02/22-01/01/2023	Annual Contract Amount: N/A-Revenue

Contractor Information	
Company Name: SA Recycling, LLC	
Address: 1610 N Powerline Rd Pompano Beach, FL 33069	
Company Contact Person: Steve Weinberg, Sr. Regional Buyer-Commercial\Industrial	
Phone #: (954) 972-1111	Email: sweinberg@sarecycling.com

Description of Services: Scrap metal recycling, disposal, and e-scrap recycling services on an as-needed basis for various departments and projects.

This contract is open for use to all Southeast Florida Governmental Purchasing Cooperative Group agencies.

Reason For Renewal: There is an option to renew the contract for two (2) additional two (2) year periods. The first renewal option is being used.

WHEREAS, the Contract is in effect through the Current Contract Term as defined above;
 and
 NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1.) **CONTRACT RENEWAL/EXTENSION:** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

New Contract Term	
Beginning Date of New Contract Term: 01/02/2023	End Date of New Contract Term: 01/01/2025

The parties agree the contract will expire at midnight on the date defined as the “End Date of the New Contract Term” unless the parties agree to renew/extend the contract for an additional period of time.

2.) **SUCCESSORS AND ASSIGNS:** This Contract Renewal shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

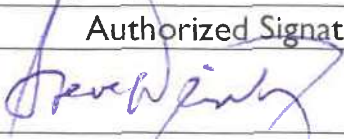
3.) **ENTIRE AGREEMENT:** Except as expressly modified by this Contract Renewal, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Contract Renewal and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Contract Renewal to be duly executed by their authorized representatives.

(Continued on the next page)

Authorization

Contractor

Name and Title of Person Signing	Authorized Signature	Date
Steve Weinberg, Sr. Buyer		10/31/22

Town of Davie Department Director or Designee

Name and Title of Person Signing	Authorized Signature	Date
William Ackerman, Budget and Fin. Dir.	William Ackerman <small>Digitally signed by William Ackerman Date: 2022.11.30 07:49:50 -05'00'</small>	11/30/22

Town of Davie Procurement Manager or Designee

Name and Title of Person Signing	Authorized Signature	Date
	Brian K. O'Connor <small>Digitally signed by Brian K. O'Connor Date: 2022.11.30 09:00:21 -05'00'</small>	

Town of Davie Town Administrator or Designee

Name and Title of Person Signing	Authorized Signature	Date
	Richard J. Lemack <small>Digitally signed by Richard J. Lemack Date: 2022.12.09 12:45:00 -05'00'</small>	

Sixth Order of Business

Landlord:
 Coral Springs Improvement District
 210 N University Drive Ste. 702
 Coral Springs, FL 33071

Tenant:
 VB BTS II, LLC
 750 Park of Commerce Drive, Suite 200
 Boca Raton, Florida 33487
 Site #: US-FL-7156
 Site Name: Whispering Oaks

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (this “**Agreement**”) is made this _____ day of _____, 20_____ (the “**Effective Date**”) by and between **Coral Springs Improvement District**, a local unit of special government and public corporation (“**Landlord**” or “**District**”), whose address is 210 N University Drive Ste. 702, Coral Springs, FL 33071, and **VB BTS II, LLC**, a Delaware limited liability company (“**Tenant**”), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487.

WHEREAS, Landlord owns certain real property located in the County of Broward, in the State or Commonwealth of Florida, that is more particularly described and/or depicted in **Exhibit 1** attached hereto (the “**Property**”); and,

WHEREAS, Tenant desires to lease from Landlord a certain portion of the Property measuring approximately 50' x 50' (approximately 2,500 square feet) and to obtain easements for guy wires, guy anchors, landscape buffer, utilities and access, as applicable (collectively, the “**Premises**”), which Premises is more particularly described and/or depicted in **Exhibit 2** attached hereto, for the placement of Communications Facilities (defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree:

1. OPTION TO LEASE.

(a) As of the Effective Date, Landlord grants to Tenant the exclusive option to lease the Premises (the “**Option**”) during the Option Period (defined below). At any time during the Option Period and Term (defined below), Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property, upon at least 24 hours’ notice that may be by email or telephone call, to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, construction permits and any other permits and approvals deemed necessary by Tenant (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, obtain a title report with respect to the Property, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, and the feasibility or suitability of the Property for Tenant’s permitted use under this Agreement, all at Tenant’s expense. Tenant shall be authorized to apply for the Government Approvals on behalf of Landlord and Landlord agrees to reasonably cooperate with such applications. Landlord shall be provided a copy of all Governmental Approval permit applications at least 5 business days prior to submittal to any governmental agency. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant’s

Tests. Tenant will restore the Property to its condition as it existed prior to conducting any Tests, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests. Tenant shall provide a copy of all Governmental Approvals received at least 5 business days prior to the Commencement Date. Notice for the purposes of this section may be satisfied by either email or telephone conference with the District Manager or their designee.

(b) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Three Thousand Dollars (\$3,000.00) within thirty (30) days of the full execution of this Agreement. The Option Period will be for a term of twenty four (24) months from the Effective Date (the "**Option Period**").

(c) Tenant may exercise the Option at any time during the Option Period by delivery of written notice to Landlord (the "**Notice of Exercise of Option**"). The Notice of Exercise of Option shall set forth the commencement date (the "**Commencement Date**") of the Initial Term (defined below). If Tenant does not provide a Notice of Exercise of Option during the Option Period, this Agreement will terminate, and the parties will have no further liability to each other.

(d) During the Option Period or the Term, Landlord shall not take any action to change the zoning status or land use of the Property which would diminish, impair, or adversely affect the use of the Premises by Tenant for its permitted uses hereunder.

(e) Prior to the Commencement Date, Landlord reserves the right to reject any Government Approval or permit issued to the Tenant if in the opinion of the Landlord, at its sole discretion, it is found that a permit condition or requirement will interfere or hinder the operations of the District. Landlord agrees to make all reasonable effort to resolve permit conflicts, if any, including extending the Option Period if necessary to resolve the conflicts.

2. **TERM.**

(a) Effective as of the Commencement Date, Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement for an initial term of five (5) years (the "**Initial Term**").

(b) Tenant shall have the option to extend the Initial Term for nine (9) successive terms of five (5) years each (each a "**Renewal Term**"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord, not less than thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable, of Tenant's intent not to renew. For purposes of this Agreement, "**Term**" shall mean the Initial Term and any applicable Renewal Term(s).

3. **RENT.**

(a) Beginning on the first (1st) day of the third (3rd) month after the Commencement Date ("**Rent Commencement Date**"), Tenant shall pay to Landlord a monthly rent payment of Two Thousand Two Hundred and Fifty Dollars (\$2,250.00) ("**Rent**") at the address set forth in Section 29 below on or before the fifth (5th) day of each calendar month in advance. The initial payment of Rent will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) Beginning on the first anniversary of the Rent Commencement Date of the first Renewal Term and each five-year anniversary of the Rent Commencement Date of each Renewal Term thereafter throughout the remainder of the Term and Renewal Term(s), if any, the Rent shall be increased by an

amount equal to 15.0% of the amount of the Rent for the previous Term or previous Renewal Term, as the case may be, which sum shall be payable in equal monthly installments in advance as herein set forth.

(c) Beginning with the second (2nd) broadband carrier, Tenant agrees to pay Landlord thirty percent (30%) of the second (2nd) and each subsequent additional broadband carrier's monthly sublease or license fee ("**Sublease Fee**") as additional Rent (individually, or together if applicable, a "**Revenue Share Fee**"), subject to the following terms and conditions. The applicable Revenue Share Fee shall commence on the first day of the month following the date that such additional broadband carrier(s) commences payments to Tenant of such carrier's Sublease Fee under its respective sublease(s). The Revenue Share Fee shall only be due and payable in the event there are two (2) or more broadband carriers. If at any time subsequent to the addition of a second (2nd) broadband carrier the number of broadband carriers is reduced to one (1) broadband carrier, then no Revenue Share Fee shall be due and payable. Notwithstanding anything to the contrary contained herein, the Revenue Share Fee shall only be due and payable by Tenant to Landlord hereunder during the term of such broadband carriers' sublease agreements for so long as such broadband carriers are actually paying to Tenant the requisite Sublease Fee set forth therein. For purposes of this Agreement, Sublease Fee shall be all rent actually collected from any sublease that Tenant enters into with any subtenant or licensee including amendments and renewals thereof but excluding: (i) any reimbursements or pass-throughs from such subleases or licenses to Tenant for charges including but not limited to utility charges, taxes, or other pass-through expenses or (ii) any fees from subleasees or licenses to Tenant for services performed on behalf of such subleasees or licensees including but not limited to site acquisition, due diligence, design and engineering work, construction, site inspections, radio frequency monitoring and testing, repairs, and zoning and permitting.

4. TAXES. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communications Facilities located on the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Premises. Tenant shall pay as additional rent any increase in real property taxes levied against the Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant (such increase, the "**Landlord Tax Reimbursement**"). In the event that Landlord fails to pay when due any taxes affecting the Premises or any easement relating to the Premises, Tenant shall have the right, but not the obligation, to pay such taxes and any applicable interest, penalties or similar charges, and deduct the full amount of the taxes and such charges paid by Tenant on Landlord's behalf from future installments of Rent. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. In addition, Tenant shall not have the obligation to pay or reimburse Landlord for the Landlord Tax Reimbursement if Landlord has not provided proof of such amount and demand therefor within one (1) year of the date such amount is due and payable by Landlord.

5. USE. The Premises are being leased for the purpose of erecting, installing, operating, maintaining, repairing and replacing radio or communications towers, transmitting and receiving equipment, antennas, dishes, satellite dishes, mounting structures, equipment shelters and buildings, solar energy conversion and electrical power generation system, fencing and other supporting structures and related equipment including, without limitation, guy wires and guy anchors, if applicable (collectively, the "**Communications Facilities**"), and to alter, supplement and/or modify same. Tenant may, subject to the foregoing, make any improvements, alterations or modifications to the Premises as are deemed appropriate by Tenant for the permitted use herein. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which interferes with the use of the Premises for the intended purposes by Tenant and/or its

subtenants and licensees, as applicable. Tenant shall have the exclusive right to install and operate the Communications Facilities upon the Premises.

6. ACCESS AND UTILITIES.

(a) **Access.** During the Term, Tenant and its guests, agents, employees, customers, invitees, subtenants, licensees and assigns shall have the unrestricted, exclusive right to use, and shall have reasonable access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Tenant shall provide notice at least 24 hours in advance of accessing the Premises, except for cases of emergency, at which time it shall provide notice as soon as reasonably practicable. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, subtenants, licensees, successors and assigns a non-exclusive access easement throughout the Term to a public right of way for ingress and egress. The initial location of the ingress and egress easement is reflected in the attached **Exhibit 2**. Landlord also agrees to provide a blanket easement over the Property as available and reasonably necessary to permit the construction, installation, operation, maintenance, repair and replacement of the Communication Facilities and any overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through Premises and the utility easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. Notice for the purposes of this section may be satisfied by either email or telephone conference with the District Manager or their designee. The location of the ingress and egress easement may be relocated at the Landlord's sole discretion, provided that at all times Tenant is provided comparable and adequate access to the Premises.

If Landlord determines it necessary to relocate the access easement, Landlord will have the right, subject to the following provisions of this Section, and only after providing Tenant with not less than sixty (60) days' prior written notice, to relocate the access easement, or any part thereof, to an alternate location (the "**Relocation Access Easement**") on Landlord's remaining real property outside the Premises; provided, however, that: (a) all reasonable costs and expenses associated with or arising out of such relocation including, without limitation, all design and construction costs, shall be paid by Landlord; (b) the Relocation Access Easement shall be subject to Tenant's written approval, not to be unreasonably withheld; (c) such relocation will be performed exclusively by Landlord or its agents; and (d) such relocation will not unreasonably result in any interruption of Tenant's access to the Premises. Landlord will exercise its relocation right by delivering written notice pursuant to Section 29 and the terms of this Agreement. In the notice, Landlord will identify the proposed Relocation Access Easement. Landlord and Tenant hereby agree that a survey (prepared at the sole cost and expense of Landlord) of the Relocation Access Easement and Landlord and Tenant shall also mutually cooperate and enter into any written instrument to carry out the intent of this Section.

(b) **Utilities.** Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, subtenants, licensees, successors and assigns a non-exclusive easement throughout the Term to a public right of way for the construction, installation, operation, maintenance, repair and replacement of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), subject to the terms and conditions herein set forth. Tenant shall be responsible for the permitting, installation, maintenance and payment of any fees or charges associated with any utility service the Tenant requires on the Premises. The initial anticipated location of the utility easement is reflected in the attached **Exhibit 2**, which location may be amended by written consent of Landlord and Tenant. Landlord agrees to cooperate with Tenant's efforts to obtain the required utility easements to the Premises from a public right of way. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any

public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easements for the purposes described above.

7. EQUIPMENT, FIXTURES AND REMOVAL. The Communications Facilities shall at all times be the personal property of Tenant and/or its subtenants and licensees, as applicable. Tenant or its customers, subtenants or licensees shall have the right to erect, install, maintain, repair, replace and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant, its customers, subtenants or licensees may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers, subtenants or licensees. Within ninety (90) days after the expiration or earlier termination of this Agreement (the "**Removal Period**"), Tenant, customers, subtenants or licensees shall remove its improvements and personal property and restore the Premises to grade and perform all obligations under this Agreement during the Removal Period, including, without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement.

8. ASSIGNMENT AND SUBLEASE. Tenant may transfer or assign this Agreement to Tenant's lender, principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all of or substantially all of Tenant's assets or ownership interests by reasons of merger, acquisition or other business reorganization without Landlord's consent (a "**Permitted Assignment**"). As to transfers or assignments which do not constitute a Permitted Assignment, Tenant is required to obtain Landlord's written consent prior to effecting such transfer or assignment, which consent shall not be unreasonably withheld, conditioned or delayed. Upon such assignment, including a Permitted Assignment, Tenant will be relieved and released of all obligations and liabilities hereunder. Tenant shall have the exclusive right to sublease or grant licenses without Landlord's consent to use all or part of the Premises and/or the Communications Facilities, but no such sublease or license shall relieve or release Tenant from its obligations under this Agreement. Landlord may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property, subject to Section 15. Landlord may subdivide the Property without Tenant's prior written consent provided the resulting parcels from such subdivision are required to afford Tenant the protections set forth in Section 14 hereof.

9. COVENANTS, WARRANTIES AND REPRESENTATIONS.

(a) Landlord warrants and represents that it is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant in writing prior to the execution hereof, and that it alone has full right to lease the Premises for the Term.

(b) Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, without limitation, judgments, taxes, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Agreement, or breaches any other obligation or covenant under this Agreement, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord and offset such payment (including any reasonable attorneys' fees incurred in connection with Tenant performing such obligation) against payments of Rent.

(c) Landlord shall not do or knowingly permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause Tenant's use of the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any

governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the Government Approvals required to use and maintain the Premises and the Communications Facilities.

(d) To the best of Landlord's knowledge, Landlord has complied and shall comply with all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other Hazardous Materials (as defined below) have been placed on or in the Property by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Property. There has been no release of or contamination by Hazardous Materials on the Property by Landlord, or to the knowledge of Landlord, any prior owner or user of the Property.

(e) Landlord warrants and represents that there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Premises; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in Landlord if Landlord is an entity; and there are no parties (other than Landlord) in possession of the Property except as to those that may have been disclosed to Tenant in writing prior to the execution hereof.

10. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy from month-to-month only, subject to a monthly holdover rent fee that shall be equal to 1.5 times the Rent at the conclusion of the Term, but otherwise upon the same terms and conditions.

11. INDEMNITIES. Each party agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, managers, members, agents and employees (collectively, "**Indemnified Persons**") from and against all claims, actions, judgments, damages, liabilities, losses, expenses and costs (including, without limitation, reasonable attorneys' fees and court costs) (collectively, "**Losses**") caused by or arising out of (a) such party's breach of any of its obligations, covenants, representations or warranties contained herein, or (b) such party's acts or omissions with regard to this Agreement; provided, however, in no event shall a party indemnify the other party for any such Losses to the extent arising from the gross negligence or willful misconduct of the party seeking indemnification. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such Losses. Tenant will indemnify Landlord from and against any mechanic's liens or liens of contractors and subcontractors engaged by or through Tenant. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the District, including those set forth in Section 768.28, Florida Statutes.

12. WAIVERS.

(a) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS

AGREEMENT. THIS WAIVER SHALL NOT AFFECT THE RIGHTS, PRIVILEGES, AND SOVEREIGN IMMUNITIES OF THE DISTRICT, INCLUDING THOSE SET FORTH IN SECTION 768.28, FLORIDA STATUTES.

13. INSURANCE. Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$1,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other communications facilities of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the State or Commonwealth where the Premises are located if required by law, and shall provide for cancellation only upon ten (10) days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of a certificate of insurance of such policies issued by the insurance companies underwriting such risks.

14. INTERFERENCE. During the Option Period and the Term, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property (outside of the Premises) and any property adjacent or contiguous to the Property or in the immediate vicinity of the Property that is fee owned by Landlord: (a) for any of the uses contemplated in Section 5 herein; or (b) if such lease, license, or easement would detrimentally impact the Communications Facilities or Tenant's economic opportunities at the Premises, or the use thereof. Landlord shall not cause or permit the construction of communications or broadcast towers or structures, fiber optic backhaul facilities, or satellite facilities on the Property or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Property, except for the Communications Facilities constructed by Tenant. Landlord and Tenant intend by this Agreement for Tenant (and persons deriving rights by, through, or under Tenant) to be the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the Option Period and the Term. Landlord agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on Landlord, not injurious to the public interest, and shall be specifically enforceable by Tenant (and persons deriving rights by, through or under Tenant) in a court of competent jurisdiction. The foregoing restriction shall run with the land and be binding on the successors and assigns of Landlord.

15. RIGHT OF FIRST REFUSAL. In the event Landlord determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Premises (the "**ROFR Property**") to any third party that is a Third Party Competitor (as defined below), Landlord shall offer Tenant a right of first refusal to purchase the Premises (or such larger portion of the Property that encompasses the Premises, if applicable). For purposes herein, a "**Third Party Competitor**" is any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing communications infrastructure or any person or entity directly or indirectly engaged in the business of owning, acquiring, or investing in real property leases or easements underlying communications infrastructure. In such event, Landlord shall send a written notice to Tenant in accordance with Section 29 below that shall contain an offer to Tenant of a right of first refusal to purchase the ROFR Property, together with a copy of any offer to purchase, or any executed purchase agreement or letter of intent (each, an "**Offer**"), which copy shall include, at a minimum, the purchase price or acquisition price, proposed closing date, and financing terms (collectively, the "**Minimum Terms**"). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant's election to purchase the ROFR Property on the same Minimum Terms, provided: (a) the closing date shall be no sooner than sixty (60) days after Tenant's purchase election notice; (b) given Landlord's direct relationship and access to Tenant, Tenant shall not be responsible for payment of any broker fees associated with an exercise of Tenant's rights to acquire the ROFR Property; and, (c) Tenant shall not be required to match any components of the purchase price which are speculative or incalculable at the time of the Offer. In such event, Landlord agrees to sell the ROFR

Property to Tenant subject to Tenant's payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Landlord and Tenant. If Tenant provides written notice that it does not elect to exercise its right of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Tenant's continuing right of first refusal hereunder), and Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer ("**Permitted Sale**"). If Landlord does not consummate the Permitted Sale within ninety (90) days of the date of Tenant's waiver of its right of first refusal, including if the Minimum Terms are modified between Landlord and the Third Party Competitor, Landlord shall be required to reissue a New Offer to Tenant.

16. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure the Communications Facilities. Tenant may also undertake any other appropriate means to restrict access to the Communications Facilities including, without limitation, if applicable, installing security systems, locks and posting signs for security purposes and as may otherwise be required by law.

17. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, pandemics, material or labor restrictions by governmental authority, government shutdowns, quarantines, and/or other disease control measures and any other cause not within the control of Landlord or Tenant, as the case may be.

18. CONDEMNATION; CASUALTY.

(a) In the event Landlord receives any notice of any condemnation proceedings, or other proceedings in the nature of eminent domain related to the Property or the Premises, it will forthwith send a copy of such notice to Tenant. If all or any part of the Premises is taken by eminent domain, Tenant may, upon written notice to Landlord, elect to terminate this Agreement, whereupon neither party shall have any further liability or obligation hereunder. Notwithstanding any provision of this Agreement to the contrary, in the event of condemnation of all or any part of the Premises, Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon.

(b) In case of damage to the Premises or the Communications Facilities by fire or other casualty, Landlord shall, at its expense, cause any damage to the Property (excluding the Communications Facilities) to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of adjustment of loss under insurance policies, governmental regulations, and for delays beyond the control of Landlord, including a force majeure. Landlord shall coordinate with Tenant as to the completion of Landlord's work to restore the Property so as not to adversely impact Tenant's use of the Premises and the Communications Facilities. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or injury to Tenant's business or for any consequential damages resulting in any way from such damage or the repair thereof, except to the extent and for the time that the Communications Facilities or the Premises are thereby rendered unusable for Tenant's intended purpose the Rent shall proportionately abate. In the event the damage shall be so extensive that Tenant shall decide, in its sole discretion, not to repair or rebuild the Communications Facilities, or if the casualty shall not be of a type insured against under standard fire policies with extended

type coverage, or if the holder of any mortgage, deed of trust or similar security interest covering the Communications Facilities shall not permit the application of adequate insurance proceeds for repair or restoration, this Agreement shall, at the sole option of Tenant, exercisable by written notice to Landlord, be terminated as of the date of such casualty, and the obligation to pay Rent (taking into account any abatement as aforesaid) shall cease as of the termination date and Tenant shall thereupon promptly vacate the Premises.

19. DEFAULT. The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

20. REMEDIES. Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, and the right to terminate this Agreement. In the event Landlord elects to terminate this Agreement due to a default by Tenant, Landlord shall continue to honor all sublease and license commitments made by Tenant through the expiration of the term of any such commitment, it being intended hereby that each such commitment shall survive the early termination of this Agreement.

21. ATTORNEYS' FEES. If there is any legal proceeding between Landlord and Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees and disbursements shall be included in and as a part of such judgment.

22. ADDITIONAL TERMINATION RIGHT. If at any time during the Term, Tenant determines, in Tenant's sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Landlord.

23. PRIOR AGREEMENTS. The parties hereby covenant, recognize and agree that the terms and provisions of this Agreement shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

24. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT. In the event the Property is encumbered by a mortgage or deed of trust or other security instrument of any kind (a "**Landlord Mortgage**"), Landlord, within fifteen (15) days following Tenant's request or immediately prior to the creation of any encumbrance created after the date this Agreement is fully executed, will obtain from the holder of each such Landlord Mortgage a fully-executed subordination, non-disturbance and attornment agreement (an "**SNDA**") in recordable form, which shall be prepared or approved by Tenant. The holder of every such Landlord Mortgage shall, in the SNDA, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises, such Landlord Mortgage holder shall recognize and confirm the validity and existence of this Agreement, not disturb the tenancy of Tenant (and its customers, subtenants, and licensees) and Tenant (and its customers, subtenants, and licensees) shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement, provided Tenant is not in default of this Agreement beyond applicable notice and cure periods.

25. LENDER'S RIGHTS.

(a) Landlord agrees to recognize the subleases and licenses of all subtenants and licensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or licensee is not in default under the lease/license covering its premises. Landlord agrees to execute such documents as any such subtenant and/or licensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use Landlord's best efforts to also cause its lenders to similarly acknowledge, in writing, subtenant's and licensee's right to continue to occupy its premises as provided above.

(b) Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in this Agreement and/or leasehold estate of the Premises and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Lender of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Lender as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure.

(c) Landlord hereby agrees to give Lender written notice of any breach or default of Tenant of the terms of this Agreement within fifteen (15) days after the occurrence thereof at the address set forth in Section 29. Landlord further agrees that no default under this Agreement by Tenant shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of this Agreement, Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional ninety (90) days after any applicable grace period to cure or correct any such default.

(d) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under this Agreement. Lender shall not become liable under the provisions of this Agreement or any lease executed pursuant to Section 26 hereof unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate created hereby or thereby.

(e) Tenant shall have the right from time to time to mortgage or otherwise encumber Tenant's interest in this Agreement and/or leasehold estate in the Premises; provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If Tenant shall so mortgage (each a "**Tenant Mortgage**") Tenant's interest in this Agreement and/or leasehold interest in the Premises to Lender, Tenant or Lender shall give Landlord prompt notice of such Tenant Mortgage and furnish Landlord with a complete and correct copy of such Tenant Mortgage, certified as such by Tenant or Lender, together with the name and address of Lender if it is different from the information set forth in Section 29 hereof. The term "**Lender**" as used in this Agreement shall mean the lender identified in Section 29 hereof and its successors, assigns, designees or nominees.

(f) This Agreement shall not be amended or modified without the consent of Lender. In the event that Lender shall become the owner of such leasehold estate, Lender shall not be bound by any modification or amendment of this Agreement made subsequent to the date of a Tenant Mortgage unless Lender shall have consented to such modification or amendment at the time it was made.

26. RIGHT TO NEW LEASE.

(a) In the case of termination of this Agreement for any reason, or in the event this Agreement is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights,

Landlord shall give prompt notice thereof to Lender at the address set forth in Section 29 or as may be provided to Landlord by Tenant following the Commencement Date. Thereafter, Landlord, upon written request of Lender, and within thirty (30) days after the receipt of such request, shall promptly execute and deliver a new lease of the Premises and assignment of all subleases and licenses to Lender or its designee or nominee, for the remainder of the Term upon all the covenants, conditions, limitations and agreements contained herein (including, without limitation, options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that Lender (i) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Agreement up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Agreement and the preparation of the new lease, and (ii) shall cure all defaults existing under this Agreement which are susceptible to being cured by Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Lender shall have otherwise complied with the provisions of this Section, Lender shall have no obligation to cure any defaults which are not susceptible to being cured by Lender (for example, the bankruptcy of Tenant).

(b) For so long as Lender shall have the right to enter into a new lease with Landlord pursuant to this Section, Landlord shall not enter into a new lease of the Premises with any person or entity other than Lender, without the prior written consent of Lender.

27. ADDITIONAL PROVISIONS.

(a) The parties hereto agree that (i) Tenant is in possession of the Premises notwithstanding the fact that Tenant has subleased or licensed, or may in the future sublease or license, certain of the improvements thereon or portions of the Premises to third parties, and (ii) the requirements of Section 365(h) of Title 11 of the United States Code (the Bankruptcy Code) with respect to Tenant's possession of the leasehold under this Agreement are satisfied. Accordingly, the right of Tenant to remain in possession of the leasehold under this Agreement shall continue notwithstanding any rejection of this Agreement in any bankruptcy proceeding involving Landlord, or any other actions by any party in such a proceeding. This provision, while included in this Agreement, has been separately negotiated and shall constitute a separate contract between the parties as well as a part of this Agreement. The provisions of this Section are for the benefit of Tenant and its assigns, including, without limitation, Lender. The parties hereto also agree that Lender is a party in interest and shall have the right to appear as a party in any proceeding brought under any bankruptcy law or under any other law which may affect this Agreement.

(b) The provisions of Section 25 and Section 26 hereof shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if such Sections were a separate and independent contract made by Landlord, Tenant and Lender and, from the effective date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such new lease, Lender may use and enjoy the leasehold estate created by this Agreement without hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new lease with Lender shall be deemed a separate agreement between Landlord and Lender, separate and apart from this Agreement as well as a part of this Agreement, and shall be unaffected by the rejection of this Agreement in any bankruptcy proceeding by any party.

(c) Landlord shall have no right, and expressly waives any right arising under applicable law, in and to the rentals or other fees payable to Tenant, if any, under any sublease or license of the Premises by Tenant, which rentals or fees may be assigned by Tenant to Lender.

(d) If a Tenant Mortgage is in effect, this Agreement shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such termination or surrender of this Agreement by Tenant, without the prior written consent of Lender.

(e) The provisions of Section 25 and Section 26 hereof are for the benefit of Lender and may be relied upon and shall be enforceable by Lender as if Lender were a party to this Agreement.

(f) Landlord shall, within ten (10) days of the request of Tenant or any Lender or prospective Lender, provide an estoppel certificate as to any matters reasonably requested by Tenant or Lender.

(g) The right to extend or renew this Agreement and any right of first refusal to purchase the Premises may be exercisable by the holder of a Tenant Mortgage and, before the expiration of any periods to exercise such a right, Landlord must provide to Lender at least thirty (30) days prior written notice before the expiration of the right to so extend or renew in order to extinguish Lender’s right to so extend, renew or purchase.

(h) Under no circumstances shall the fee estate of Landlord and the leasehold estate created hereby merge, even though owned by the same party, without the written consent of the holder of a Tenant Mortgage.

28. QUIET ENJOYMENT. So long as Tenant is not in default under this Agreement beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peaceably and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns or by those claiming by, through or under them.

29. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a party at the party’s respective address below, or to such other address that a party below may provide from time to time:

If to Landlord:
 Coral Springs
 Improvement District
 210 N University Drive
 Ste. 702
 Coral Springs, FL 33071

If to Tenant:
 VB BTS II, LLC
 750 Park of Commerce Drive, Suite 200
 Boca Raton, Florida 33487
 Ref: US-FL-7156
 Attn: VP Asset Management

If to Lender:
 Barclays Bank PLC,
 as Administrative Agent
 745 Seventh Avenue, 5th Floor
 New York, NY 10019
 Attn: Karen Ngai

With a copy to: General Counsel

30. USE OF HAZARDOUS MATERIALS. Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept or used in, on or about the Property by Tenant, its agents, employees, contractors, licensee, guests, visitors or invitees without the prior written consent of Landlord. Tenant shall, at all times, provide any required warnings or disclosure, and shall use, keep, store, and handle all such Hazardous Materials in or about the Property in compliance with all applicable Environmental Laws. Tenant shall not treat or dispose of Hazardous Materials at the Property. Tenant shall properly dispose of Hazardous Materials at an off-site facility in accordance with all applicable Environmental Laws, and shall properly remove from the Property, as applicable, all Hazardous Materials used or brought onto the Property

during the Term prior to the expiration or earlier termination of this Agreement. For the purposes of this Agreement, the term “**Hazardous Materials**” shall mean asbestos or any hazardous substance, waste or material as defined in any federal, state or local environmental or safety law or regulation including, without limitation, the Resource Conservation and Recovery Act of 1976, as amended, and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

31. MISCELLANEOUS.

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.

(b) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

(d) Failure of a party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party’s rights hereunder, shall not waive such rights.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Premises are located.

(f) This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, other leases and/or agreements with regard to the Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(g) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(h) A short-form Memorandum of Option to Lease (and a short-form Memorandum of Lease in the event Tenant exercises its option to lease the Premises) may be recorded at Landlord’s or Tenant’s option in the form as depicted in **Exhibit 3** and **Exhibit 4**, respectively, attached hereto. In addition, Tenant’s subtenants and licensees shall have the right to record a memorandum of its sublease or license with Tenant.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date (date last signed by a party hereto).

WITNESSES:

LANDLORD:

Coral Springs Improvement District
a local unit of special government and public corporation

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20_____, by _____ as _____ of Coral Springs Improvement District, a local unit of special government and public corporation.

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

(Tenant signature page to Option and Lease Agreement)

WITNESSES:

TENANT:

VB BTS II, LLC
a Delaware limited liability company

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____
_____, 20_____, by means of physical presence or online notarization by _____
_____, the _____ of VB BTS II, LLC, a
Delaware limited liability company, on behalf of the company.

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT 1**Legal Description of the Property (Parent Parcel)**

(may be updated by Tenant upon receipt of final legal description from title)

A portion of Parcel "G", Maple Wood, as recorded in Plat Book 80, Page 37, of the Public Records of Broward County, Florida, more particularly described as follows:

Commencing at the Southeast corner of said Parcel "G"; thence North 00°46'20" East, along the East line of said Parcel "G", a distance of 720.00 feet; thence North 89°13'40" West, a distance of 530.94 feet to the Point of Beginning; thence continuing North 89°13'40" West, a distance of 767.10 feet to a point on the West line of said Parcel "G"; thence North 00°35'18" West, along said West line, a distance of 304.76 feet; thence South 89°13'40" East, a distance of 774.34 feet; thence South 00°46'20" West, a distance of 304.67 feet to the Point of Beginning.

Another portion of Parcel "G", Maple Wood, more particularly described as follows:

Beginning at a point at the Southeast corner of said Parcel "G"; thence North 89°13'40" West, along the South line of said Parcel "G", a distance of 1020.00 feet to the beginning of a curve concave to the Northeast having a radius of 267.21 feet and a central angle of 88°38'22"; thence Westerly, Northwesterly and Northerly along the arc of said curve, a distance of 413.39 feet to a point-of-tangency; thence North 00°35'18" West along the tangent of said curve and the West line of said Parcel "G", a distance of 459.26 feet; thence South 89°13'40" East, departing from said west line of Parcel "G", a distance of 1298.04 feet to a point on the East line of said Parcel "G"; thence South 00°46'20" West, along said East line of Parcel "G", a distance of 720.00 feet to the point of beginning.

LESS AND EXCEPT

A 10.00 foot wide strip of land in Parcel "G", Maple Wood, according to the plat thereof, recorded in Plat Book 80 at Page 37 of the Public Records of Broward County, Florida, described as follows:

Beginning at the Southwest corner of Lot 1, Block C-C of said Maple Wood;

Thence South 00°26'27" West (bearings are relative to the West line of Section 28, Township 48 South, Range 41 East, as shown on Stoner/Keith Resurvey of a portion of Township 47 South, Range 41 East, all of Township 48 South, Range 41 East, & all of Township 49 South, Range 41 East, according to the plat thereof, recorded in Miscellaneous Plat Book 3 at Page 44 of said Public Records), along the East line of said Parcel "G", a distance of 10.00 feet;

Thence North 89°23'03" West, a distance of 50.00 feet;

Thence North 00°26'27" East, a distance of 10.00 feet to the North line of that portion of said Parcel "G" described in Official Records Book 5838 at Page 967 of said Public Records;

Thence South 89°33'33" East, along said North line, a distance of 50.00 feet to the Point of Beginning.

Said land being in the City of Coral Springs, Broward County, Florida.

This being the same property conveyed to Coral Springs Improvement District, a local unit of special government and public corporation by a Deed from Florida National Properties, Inc. dated July 6, 1984 and recorded July 9, 1984 in Book 11838 Page 362 and Instrument 84-237182 in the County of Broward, State of Florida.

This also being the same property conveyed to Coral Springs Improvement District, a public corporation by a Deed from Florida National Properties, Inc. dated June 24, 1974 and recorded July 8, 1974 in Book 5838 Page 967 and Instrument 74-145267 in the County of Broward, State of Florida.

EXHIBIT 2

Premises

(below may be replaced with a final survey and legal description of the Premises)

Property Id: 484128036130

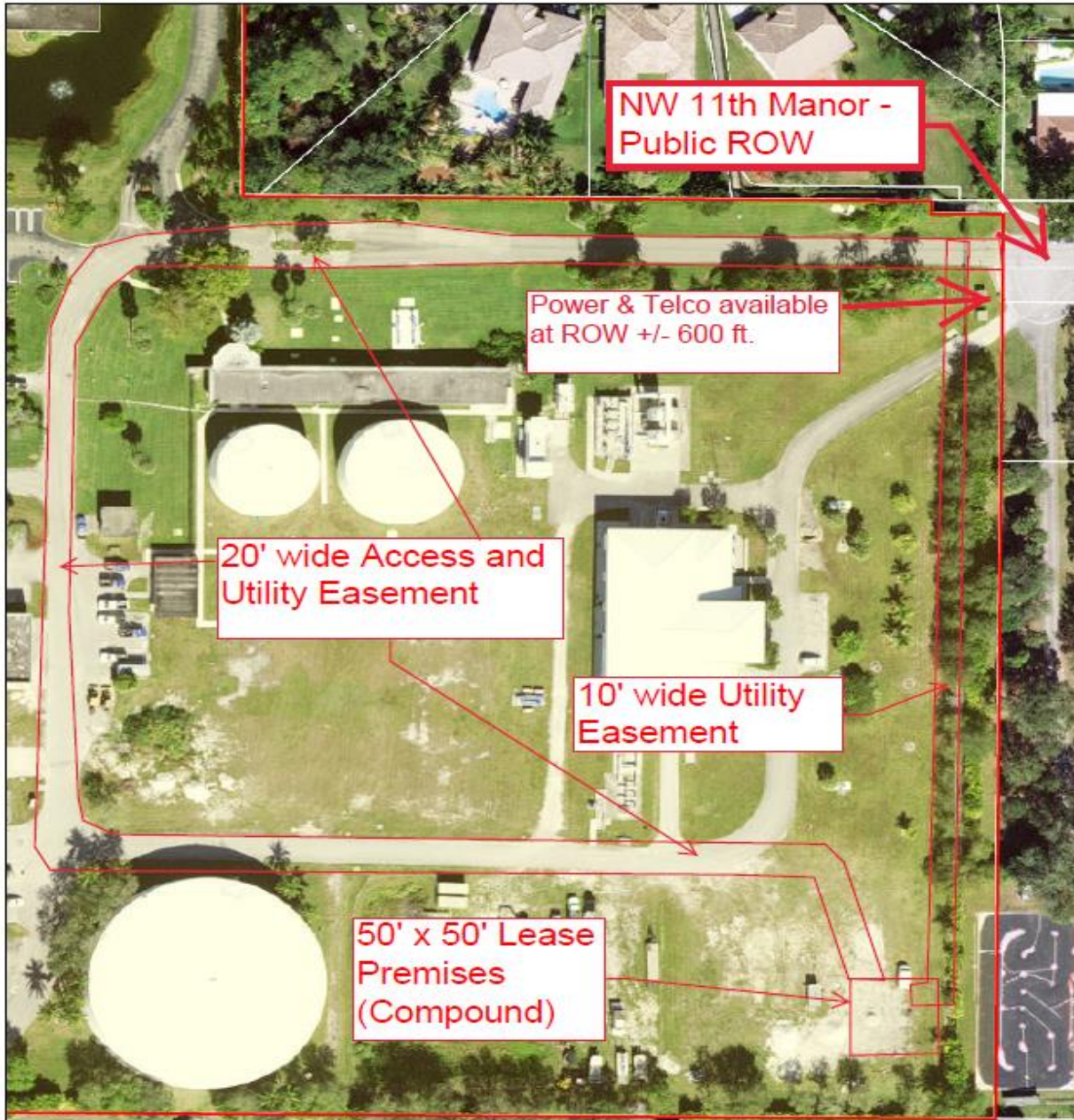


EXHIBIT 3

Memorandum of Option to Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

VB BTS II, LLC
 750 Park of Commerce Drive, Suite 200
 Boca Raton, Florida 33487
 Attn: Daniel Marinberg

Site Name: Whispering Oaks
Site Number: US-FL-7156
Commitment #: VTB-143391-C

MEMORANDUM OF OPTION TO LEASE

This Memorandum of Option to Lease (“**Memorandum**”) evidences an Option and Lease Agreement (the “**Lease**”) between **Coral Springs Improvement District**, a local unit of special government and public corporation (“**Landlord**”), whose address is 210 N University Drive Ste. 702, Coral Springs, FL 33071, and **VB BTS II, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 (“**Tenant**”), dated _____, 20____ (the “**Effective Date**”), for a portion (the “**Premises**”) of the real property (the “**Property**”) described in Exhibit A attached hereto.

Pursuant to the Agreement, Landlord has granted Tenant an exclusive option to lease the Premises (the “**Option**”). The Option commenced as of the Effective Date and shall continue in effect for a period of twenty four (24) months from the Effective Date.

Landlord ratifies, restates and confirms the Agreement and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Agreement. The Agreement provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord may assign the Agreement only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises or the Property from Landlord;
3. Subject to the terms in the Lease, Landlord may subdivide the Property; and

4. The Agreement restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of the Communications Facilities (as defined in the Agreement).

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement. In the event of a conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF OPTION TO LEASE effective as of the date last signed by a party hereto.

WITNESSES:

LANDLORD:

Coral Springs Improvement District
a local unit of special government and public corporation

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20_____, by _____ as _____ of Coral Springs Improvement District, a local unit of special government and public corporation.

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

(Tenant’s Signature Page to Memorandum of Option to Lease)

WITNESSES:

TENANT:

VB BTS II, LLC
a Delaware limited liability company

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by means of physical presence or online notarization by _____, the _____ of VB BTS II, LLC, a Delaware limited liability company, on behalf of the company.

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT A
(TO MEMORANDUM OF OPTION TO LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

A portion of Parcel "G", Maple Wood, as recorded in Plat Book 80, Page 37, of the Public Records of Broward County, Florida, more particularly described as follows:

Commencing at the Southeast corner of said Parcel "G"; thence North 00°46'20" East, along the East line of said Parcel "G", a distance of 720.00 feet; thence North 89°13'40" West, a distance of 530.94 feet to the Point of Beginning; thence continuing North 89°13'40" West, a distance of 767.10 feet to a point on the West line of said Parcel "G"; thence North 00°35'18" West, along said West line, a distance of 304.76 feet; thence South 89°13'40" East, a distance of 774.34 feet; thence South 00°46'20" West, a distance of 304.67 feet to the Point of Beginning.

Another portion of Parcel "G", Maple Wood, more particularly described as follows:

Beginning at a point at the Southeast corner of said Parcel "G"; thence North 89°13'40" West, along the South line of said Parcel "G", a distance of 1020.00 feet to the beginning of a curve concave to the Northeast having a radius of 267.21 feet and a central angle of 88°38'22"; thence Westerly, Northwesterly and Northerly along the arc of said curve, a distance of 413.39 feet to a point-of-tangency; thence North 00°35'18" West along the tangent of said curve and the West line of said Parcel "G", a distance of 459.26 feet; thence South 89°13'40" East, departing from said west line of Parcel "G", a distance of 1298.04 feet to a point on the East line of said Parcel "G"; thence South 00°46'20" West, along said East line of Parcel "G", a distance of 720.00 feet to the point of beginning.

LESS AND EXCEPT

A 10.00 foot wide strip of land in Parcel "G", Maple Wood, according to the plat thereof, recorded in Plat Book 80 at Page 37 of the Public Records of Broward County, Florida, described as follows:

Beginning at the Southwest corner of Lot 1, Block C-C of said Maple Wood;

Thence South 00°26'27" West (bearings are relative to the West line of Section 28, Township 48 South, Range 41 East, as shown on Stoner/Keith Resurvey of a portion of Township 47 South, Range 41 East, all of Township 48 South, Range 41 East, & all of Township 49 South, Range 41 East, according to the plat thereof, recorded in Miscellaneous Plat Book 3 at Page 44 of said Public Records), along the East line of said Parcel "G", a distance of 10.00 feet;

Thence North 89°23'03" West, a distance of 50.00 feet;

Thence North 00°26'27" East, a distance of 10.00 feet to the North line of that portion of said Parcel "G" described in Official Records Book 5838 at Page 967 of said Public Records;

Thence South 89°33'33" East, along said North line, a distance of 50.00 feet to the Point of Beginning.

Said land being in the City of Coral Springs, Broward County, Florida.

This being the same property conveyed to Coral Springs Improvement District, a local unit of special government and public corporation by a Deed from Florida National Properties, Inc. dated July 6, 1984 and recorded July 9, 1984 in Book 11838 Page 362 and Instrument 84-237182 in the County of Broward, State of Florida.

This also being the same property conveyed to Coral Springs Improvement District, a public corporation by a Deed from Florida National Properties, Inc. dated June 24, 1974 and recorded July 8, 1974 in Book 5838 Page 967 and Instrument 74-145267 in the County of Broward, State of Florida.

Access and utilities serving the Premises (as defined in the Agreement) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, subtenants, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

EXHIBIT 4

Memorandum of Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

VB BTS II, LLC
 750 Park of Commerce Drive, Suite 200
 Boca Raton, Florida 33487
 Attn: Daniel Marinberg

Site Name: Whispering Oaks
Site Number: US-FL-7156
Commitment #: VTB-143391-C

MEMORANDUM OF LEASE

This Memorandum of Lease (this “**Memorandum**”) evidences a Lease Agreement (the “**Lease**”) between **Coral Springs Improvement District**, a local unit of special government and public corporation (“**Landlord**”), whose address is 210 N University Drive Ste. 702, Coral Springs, FL 33071, and **VB BTS II, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 (“**Tenant**”), dated the _____ day of _____, 20____ (the “**Effective Date**”), for a portion (the “**Premises**”) of the real property (the “**Property**”) described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is _____. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant, subordinate any Landlord’s lien to the Lease and to liens of Tenant’s mortgagees, and not disturb the tenancy of Tenant;
2. The Lease restricts Landlord’s ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of Communications Facilities (as defined in the Lease);
3. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);

4. The Premises may be used exclusively by Tenant for all legal purposes, including, without limitation, erecting, installing, operating and maintaining Communications Facilities;

5. Tenant is entitled to sublease and/or license the Premises, including any Communications Facilities located thereon;

6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;

7. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property; and

8. Subject to the terms in the Lease, Landlord may subdivide the Property.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

WITNESSES:

LANDLORD:

Coral Springs Improvement District
a local unit of special government and public corporation

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20_____, by _____ as _____ of Coral Springs Improvement District, a local unit of special government and public corporation.

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

(Tenant’s Signature Page to Memorandum of Lease)

WITNESSES:

TENANT:

VB BTS II, LLC
a Delaware limited liability company

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by means of physical presence or online notarization by _____, the _____ of VB BTS II, LLC, a Delaware limited liability company, on behalf of the company.

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT A
(TO MEMORANDUM OF LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

A portion of Parcel "G", Maple Wood, as recorded in Plat Book 80, Page 37, of the Public Records of Broward County, Florida, more particularly described as follows:

Commencing at the Southeast corner of said Parcel "G"; thence North 00°46'20" East, along the East line of said Parcel "G", a distance of 720.00 feet; thence North 89°13'40" West, a distance of 530.94 feet to the Point of Beginning; thence continuing North 89°13'40" West, a distance of 767.10 feet to a point on the West line of said Parcel "G"; thence North 00°35'18" West, along said West line, a distance of 304.76 feet; thence South 89°13'40" East, a distance of 774.34 feet; thence South 00°46'20" West, a distance of 304.67 feet to the Point of Beginning.

Another portion of Parcel "G", Maple Wood, more particularly described as follows:

Beginning at a point at the Southeast corner of said Parcel "G"; thence North 89°13'40" West, along the South line of said Parcel "G", a distance of 1020.00 feet to the beginning of a curve concave to the Northeast having a radius of 267.21 feet and a central angle of 88°38'22"; thence Westerly, Northwesterly and Northerly along the arc of said curve, a distance of 413.39 feet to a point-of-tangency; thence North 00°35'18" West along the tangent of said curve and the West line of said Parcel "G", a distance of 459.26 feet; thence South 89°13'40" East, departing from said west line of Parcel "G", a distance of 1298.04 feet to a point on the East line of said Parcel "G"; thence South 00°46'20" West, along said East line of Parcel "G", a distance of 720.00 feet to the point of beginning.

LESS AND EXCEPT

A 10.00 foot wide strip of land in Parcel "G", Maple Wood, according to the plat thereof, recorded in Plat Book 80 at Page 37 of the Public Records of Broward County, Florida, described as follows:

Beginning at the Southwest corner of Lot 1, Block C-C of said Maple Wood;

Thence South 00°26'27" West (bearings are relative to the West line of Section 28, Township 48 South, Range 41 East, as shown on Stoner/Keith Resurvey of a portion of Township 47 South, Range 41 East, all of Township 48 South, Range 41 East, & all of Township 49 South, Range 41 East, according to the plat thereof, recorded in Miscellaneous Plat Book 3 at Page 44 of said Public Records), along the East line of said Parcel "G", a distance of 10.00 feet;

Thence North 89°23'03" West, a distance of 50.00 feet;

Thence North 00°26'27" East, a distance of 10.00 feet to the North line of that portion of said Parcel "G" described in Official Records Book 5838 at Page 967 of said Public Records;

Thence South 89°33'33" East, along said North line, a distance of 50.00 feet to the Point of Beginning.

Said land being in the City of Coral Springs, Broward County, Florida.

This being the same property conveyed to Coral Springs Improvement District, a local unit of special government and public corporation by a Deed from Florida National Properties, Inc. dated July 6, 1984 and recorded July 9, 1984 in Book 11838 Page 362 and Instrument 84-237182 in the County of Broward, State of Florida.

This also being the same property conveyed to Coral Springs Improvement District, a public corporation by a Deed from Florida National Properties, Inc. dated June 24, 1974 and recorded July 8, 1974 in Book 5838 Page 967 and Instrument 74-145267 in the County of Broward, State of Florida.

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, subtenants, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area

Seventh Order of Business



**DEVELOPMENT
CORPORATION**

1701 N.W. 22nd Court
Pompano Beach, Florida 33069
(954) 971-2288
Fax (954) 971-0030

July 8, 2021

Curt Dwigins
Coral Springs Improvement District
10300 NW 11th Manor
Coral Springs, FL 33071

Re: PNC2122386B1 Piggyback – Broward County Sewer Lift Station Rehabilitation and Repair

Trio Development Corporation agrees to allow Coral Springs Improvement District the opportunity to piggyback the Broward County Sewer Lift Station Rehabilitation and Repair under the contract named above and further agrees that we will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further Trio Development Corporation agrees that it is our obligation to obtain affidavits from any subcontractors to ensure that the subs maintain compliance with E-Verify. The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The CONTRACTOR agrees and acknowledges that the OWNER is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the OWNER has a good faith belief that the CONTRACTOR has knowingly hired, recruited, or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall terminate this Agreement. If the OWNER has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. The CONTRACTOR shall be liable for any additional costs incurred by the OWNER as a result of the termination of a contract based on CONTRACTOR'S failure to comply with E-Verify requirements evidenced herein.

IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Sandra Demarco 210 N. University Drive, Suite 702 Coral Springs, FL 33071 (O) 954.603.0033, Ext. 40532 Email: Sandra.demarco@inframark.com

Sincerely,

Lawrence Shortz, President
Trio Development Corp.

Project: CSID LS 28
 Date: 3/30/2023
 Bid No.: PNC2122386B1
Sewer Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Nancy Oleson

Project Number:
 Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Project Estimate					
Item No.	Commodity Code(s) 91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
GROUP 1 - GENERAL CONDITIONS					
01-01	Mobilization for Routine Work Order under \$5,000.00		EA	\$200.00	\$ -
01-02	Mobilization for Routine Work Order from \$5,000.01 to \$25,000.00		EA	\$300.00	\$ -
01-03	Mobilization for Routine Work Order over \$25,000.01		EA	\$6,500.00	\$ -
01-04	Mobilization for Urgent Work Order under \$5,000.00		EA	\$200.00	\$ -
01-05	Mobilization for Urgent Work Order from \$5,000.01 to \$25,000.00		EA	\$300.00	\$ -
01-06	Mobilization for Urgent Work Order over \$25,000.01		EA	\$6,500.00	\$ -
01-07	Provide Foreperson	81	HRS	\$145.00	\$ 11,745.00
01-08	Provide Laborer / Crewperson	190	HRS	\$75.00	\$ 14,250.00
01-09	Furnish Combination Cleaner Truck	6	HRS	\$300.00	\$ 1,800.00
01-10	Provide Backhoe	10	DAYS	\$600.00	\$ 6,000.00
01-11	Project Planning Cost (When no work order is issued)		EA	\$50.00	\$ -
01-12	Pass-thru for Non-County Agency Permits and Fees per Attachment "A"		Allowance		\$ 750.00
01-13	Pass-Thru for Parts and Materials as per Attachment "A"		Allowance		\$ 8,520.50
01-14	Pass-Thru for Florida Power and Light		Allowance		
GROUP 1 Subtotal					\$ 43,065.50
GROUP 2 - DEMOLITION, REMOVAL AND DISPOSAL					
02-01	Demolish Slab on Grade, ≤ 8 inches thick		SF	\$ 10.00	\$ -
02-02	Demolish Slab over Wet Well or Vault > 8 inches ≤ 12 inches thick		SF	\$ 20.00	\$ -
02-03	Demolish and Remove Asphalt Paving		SF	\$ 10.00	\$ -
02-04	Demolish Valve Vault and Top Slab	1	EA	\$ 4,000.00	\$ 4,000.00
02-05	Remove existing Iron Piping and Fittings in Wet Wells or Vaults	1	TN	\$ 100.00	\$ 100.00
02-06	Remove existing Iron Piping and Fittings below Grade, including Excavation, Temporary Restraint, Backfilling, Compaction, and Restoration		TN	\$ 100.00	\$ -
02-07	Remove existing Valves (12 inches and under) below Grade, including Excavation, Backfilling, Compaction and Restoration		EA	\$ 250.00	\$ -
02-08	Remove existing Valves (12 inches and under) in Wet Wells or Vaults	5	EA	\$ 500.00	\$ 2,500.00
02-09	Remove existing Pump Base Ells and Rails	2	EA	\$ 2,500.00	\$ 5,000.00
02-10	Remove existing PVC Piping and Fittings in Wet Wells or Vaults		LB	\$ 1.00	\$ -
02-11	Remove existing Chain Link Fence		LF	\$ 6.00	\$ -
02-12	Plug and Prepare Abandoned Pipe for Grout Filling		EA	\$ 50.00	\$ -
02-13	Grout Fill Abandoned Pipe		CY	\$ 50.00	\$ -
02-14	Demolish Wet Well (6 foot or 8 foot diameter)		VF	\$ 50.00	\$ -
02-15	Fill in Abandoned Wet Well or Valve Vault		CY	\$ 25.00	\$ -
02-16	Remove Fillet from Bottom of Wet Well	10	CF	\$ 100.00	\$ 1,000.00
GROUP 2 Subtotal					\$ 12,600.00
GROUP 3 - SITE WORK					
03-01	F & I Temporary By-pass Pumps and Piping (up to 50,000 gpd)		DAYS	\$ 25.00	\$ -
03-02	F & I Temporary By-pass Pumps and Piping (50,001 gpd to 250,000 gpd)	60	DAYS	\$ 225.00	\$ 13,500.00
03-03	F & I Temporary By-pass Pumps and Piping (250,001 to 1.0 mgd)		DAYS	\$ 350.00	\$ -
03-04	F & I Temporary By-pass Pumps and Piping (over 1.0 mgd)		DAYS	\$ 350.00	\$ -
03-05	Operate and Maintain Temporary By-pass System (up to 50,000 gpd)		DAYS	\$ 25.00	\$ -

Project: CSID LS 28
 Date: 3/30/2023
 Bid No.: PNC2122386B1
Sewer Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Nancy Oleson

Project Number:
 Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Project Estimate

Item No.	Commodity Code(s) 91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
03-06	Operate and Maintain Temporary By-pass System (50,001 gpd to 250,000 gpd)	30	DAYS	\$ 225.00	\$ 6,750.00
03-07	Operate and Maintain Temporary By-pass System (250,001 gpd to 1.0 mgd)		DAYS	\$ 350.00	\$ -
03-08	Operate and Maintain Temporary By-pass System (over 1.0 mgd)		DAYS	\$ 350.00	\$ -
03-09	Exploratory Excavation	3	EA	\$ 1,500.00	\$ 4,500.00
03-10	Non-Exploratory Excavation	1	EA	\$ 2,500.00	\$ 2,500.00
03-11	Furnish and Install Temporary Line Stop (4" to 6")	1	EA	\$ 3,000.00	\$ 3,000.00
03-12	Furnish and Install Temporary Line Stop (8" to 12")		EA	\$ 5,000.00	\$ -
03-13	Furnish and Install Temporary Line Stop (14" to 24")		EA	\$ 8,000.00	\$ -
03-14	8 inch Lime Rock Base Course including Sub-base Preparation		CY	\$ 200.00	\$ -
03-15	12 inch Lime Rock Base Course including Sub-base Preparation		CY	\$ 210.00	\$ -
03-16	Saw Cut Asphalt Paving		LF	\$ 5.00	\$ -
03-17	1 inch Asphalt Concrete Pavement		SY	\$ 15.00	\$ -
03-18	2 inch Asphalt Concrete Pavement		SY	\$ 30.00	\$ -
03-19	Furnish and Install 3/4 inch Washed Rock over Weed Barrier		SY	\$ 40.00	\$ -
03-20	Furnish and Install Seed and Mulch		SY	\$ 3.00	\$ -
03-21	Furnish and Install Bahia Sod		SY	\$ 5.00	\$ -
03-22	Furnish and Install Floratam Sod		SY	\$ 7.00	\$ -
03-23	Furnish and Install Pipe Bollards		EA	\$ 100.00	\$ -
03-24	Relocate Existing Chain Link Fence		LF	\$ 5.00	\$ -
03-25	Furnish and Install New 6-foot Chain Link Fence		LF	\$ 50.00	\$ -
03-26	Furnish and Install 12-foot Chain Link Swing Gate		EA	\$ 2,500.00	\$ -
03-27	Furnish and Install 10-foot Chain Link Roller Gate		EA	\$ 1,500.00	\$ -
03-28	Furnish and Install 12-foot Chain Link Roller Gate		EA	\$ 1,500.00	\$ -
03-29	Produce and Submit As-built Drawings		EA	\$ 4,000.00	\$ -
GROUP 3 Subtotal					\$ 30,250.00
GROUP 4 - NEW AND REHABILITATED CONCRETE WORK					
04-01	Saw Cut Concrete up to 12 inches thick		LF	\$ 30.00	\$ -
04-02	Saw Cut Concrete > 12 inches ≤ 24 inches thick		LF	\$ 35.00	\$ -
04-03	Core Hole in Concrete up to 12 inches thick (less than 6 inch diameter)		EA	\$ 100.00	\$ -
04-04	Core Hole in Concrete up to 12 inches thick (6 inch to 12 inch diameter)	2	EA	\$ 700.00	\$ 1,400.00
04-05	Core Hole in Concrete up to 12 inches thick (over 12 inch diameter)		EA	\$ 750.00	\$ -
04-06	Furnish and Install Precast Wet Well Structure (6 foot diameter)		VF	\$ 600.00	\$ -
04-07	Furnish and Install Precast Wet Well Structure (8 foot diameter)		VF	\$ 850.00	\$ -
04-08	Furnish and Install Precast Wet Well Structure (10 foot diameter)		VF	\$ 1,000.00	\$ -
04-09	Furnish and Install Precast Wet Well Structure (12 foot diameter)		VF	\$ 1,100.00	\$ -
04-10	Furnish and Install Wet Well Precast Top Slab with 3 foot x 4 foot Hatch (6 foot diameter)	1	EA	\$ 7,000.00	\$ 7,000.00
04-11	Furnish and Install Wet Well Precast Top Slab with 3.5 foot x 5 foot Hatch (8 foot diameter)		EA	\$ 8,000.00	\$ -
04-12	Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (10 foot diameter)		EA	\$ 8,100.00	\$ -

Project: CSID LS 28
 Date: 3/30/2023
 Bid No.: PNC2122386B1
Sewer Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Nancy Oleson

Project Number:
 Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Project Estimate

Item No.	Commodity Code(s) 91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
04-13	Furnish and Install Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (12 foot diameter)		EA	\$ 8,200.00	\$ -
04-14	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 47"		EA	\$ 600.00	\$ -
04-15	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 53"		EA	\$ 700.00	\$ -
04-16	Furnish and Install Retrofit Hatch (TPD - 300 psf) 47" x 71"		EA	\$ 800.00	\$ -
04-17	Furnish and Install Retrofit Hatch (TPD - 300 psf) 59" x 59"		EA	\$ 750.00	\$ -
04-18	Furnish and Install Wet Well Fillet	10	CF	\$ 150.00	\$ 1,500.00
04-19	Furnish and Install 4.5 foot x 7.0 foot Precast Meter Vault		EA	\$ 2,000.00	\$ -
04-20	Furnish and Install 5.5 foot x 8.0 foot Precast Meter Vault		EA	\$ 3,000.00	\$ -
04-21	Furnish and Install 6.5 foot x 9.0 foot Precast Meter Vault		EA	\$ 4,000.00	\$ -
04-22	Furnish and Install 5.0 foot x 5.0 foot Precast Meter Vault		EA	\$ 15,000.00	\$ -
04-23	Furnish and Install 6.0 foot x 6.0 foot Precast Meter Vault		EA	\$ 16,000.00	\$ -
04-24	Wet Well and Manhole Interior Surface Preparation	585	SF	\$ 4.00	\$ 2,340.00
04-25	Furnish and Install Wet Well and Manhole Cementitious Coating - Brick Structures		SF	\$ 5.00	\$ -
04-26	Furnish and Install Wet Well and Manhole Cementitious Coating - Precast Structures		SF	\$ 5.00	\$ -
04-27	Furnish and Install Bituminastic Coating		SF	\$ 5.00	\$ -
04-28	Furnish and Install Wet Well and Manhole Level II Coating (Sewper Coat or BASF SP15)	585	SF	\$ 4.00	\$ 2,340.00
04-29	Furnish and Install Wet Well and Manhole Level III Coating (BASF Sewer Guard HBS 100 Epoxy Liner)	585	SF	\$ 17.00	\$ 9,945.00
04-30	Furnish and Install Injected Chemical Grout in Concrete Structures	50	GAL	\$ 10.00	\$ 500.00
04-31	Furnish and Install Meter Vault Ladder		EA	\$ 1,000.00	\$ -
04-32	Furnish and Install Precast Manhole, 4 foot diameter, 6 feet to 10 feet deep		EA	\$ 4,000.00	\$ -
04-33	Furnish and Install Precast Manhole, 4 foot diameter, 10 feet to 14 feet deep		EA	\$ 5,000.00	\$ -
04-34	Furnish and Install Precast Manhole, 4 foot diameter, 14 feet to 18 feet deep		EA	\$ 6,000.00	\$ -
04-35	Furnish and Install Precast Manhole, 4 foot diameter, over 18 feet deep		EA	\$ 7,000.00	\$ -
04-36	Furnish and Install Reinforced Concrete Slab on Grade (up to 12 inches thick)		CY	\$ 200.00	\$ -
04-37	Furnish and Install Reinforced Formed Concrete		CY	\$ 200.00	\$ -
04-38	Furnish and Install Miscellaneous Unreinforced Formed Concrete		CY	\$ 200.00	\$ -
04-39	Furnish and Install Tremie Concrete		CY	\$ 175.00	\$ -
04-40	Form and Pour Concrete Sidewalk (6 inch thick unreinforced)		SY	\$ 60.00	\$ -
04-41	Furnish and Install Flowable Fill		CY	\$ 125.00	\$ -
04-42	Furnish Concrete Pump		HRS	\$ 400.00	\$ -
GROUP 4 Subtotal					\$ 25,025.00
GROUP 5 - PIPING AND VALVES					
05-01	Furnish and Install 4 inch FLG Plug Valve with Stainless Steel Accessories	3	EA	\$ 2,500.00	\$ 7,500.00
05-02	Furnish and Install 6 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 3,500.00	\$ -
05-03	Furnish and Install 8 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 3,600.00	\$ -
05-04	Furnish and Install 10 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 3,700.00	\$ -

Project: CSID LS 28
 Date: 3/30/2023
 Bid No.: PNC2122386B1
Sewer Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Nancy Oleson

Project Number:
 Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Project Estimate

Item No.	Commodity Code(s) 91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
05-05	Furnish and Install 12 inch FLG Plug Valve with Stainless Steel Accessories		EA	\$ 3,800.00	\$ -
05-06	Furnish and Install 4 inch Check Valve with Stainless Steel Accessories	2	EA	\$ 3,500.00	\$ 7,000.00
05-07	Furnish and Install 6 inch Check Valve with Stainless Steel Accessories		EA	\$ 4,500.00	\$ -
05-08	Furnish and Install 8 inch Check Valve with Stainless Steel Accessories		EA	\$ 4,600.00	\$ -
05-09	Furnish and Install 10 inch Check Valve with Stainless Steel Accessories		EA	\$ 4,700.00	\$ -
05-10	Furnish and Install 12 inch Check Valve with Stainless Steel Accessories		EA	\$ 4,800.00	\$ -
05-11	Furnish and Install 4 inch Pump Out Connection	1	EA	\$ 2,000.00	\$ 2,000.00
05-12	Furnish and Install 6 inch Pump Out Connection		EA	\$ 2,500.00	\$ -
05-13	Furnish and Install 4 inch MJ Plug Valve with Accessories	1	EA	\$ 4,000.00	\$ 4,000.00
05-14	Furnish and Install 6 inch MJ Plug Valve with Accessories		EA	\$ 4,100.00	\$ -
05-15	Furnish and Install 8 inch MJ Plug Valve with Accessories		EA	\$ 4,200.00	\$ -
05-16	Furnish and Install 10 inch MJ Plug Valve with Accessories		EA	\$ 4,300.00	\$ -
05-17	Furnish and Install 12 inch MJ Plug Valve with Accessories		EA	\$ 4,400.00	\$ -
05-18	Furnish and Install 4 inch Flanged DI Piping	50	LF	\$ 150.00	\$ 7,500.00
05-19	Furnish and Install 6 inch Flanged DI Piping		LF	\$ 155.00	\$ -
05-20	Furnish and Install 8 inch Flanged DI Piping		LF	\$ 160.00	\$ -
05-21	Furnish and Install 10 inch Flanged DI Piping		LF	\$ 165.00	\$ -
05-22	Furnish and Install 12 inch Flanged DI Piping		LF	\$ 170.00	\$ -
05-23	Furnish and Install 4 inch MJ Flexible Joint		EA	\$ 600.00	\$ -
05-24	Furnish and Install 6 inch MJ Flexible Joint		EA	\$ 700.00	\$ -
05-25	Furnish and Install 8 inch MJ Flexible Joint		EA	\$ 800.00	\$ -
05-26	Furnish and Install 10 inch MJ Flexible Joint		EA	\$ 900.00	\$ -
05-27	Furnish and Install Pump Base Elbow and County Supplied Pumps (4 inch Discharge)	2	EA	\$ 2,500.00	\$ 5,000.00
05-28	Furnish and Install Pump Base Elbow and County Supplied Pumps (6 inch Discharge)		EA	\$ 2,700.00	\$ -
05-29	Furnish and Install Pump Base Elbow and County Supplied Pumps (8 inch Discharge)		EA	\$ 2,750.00	\$ -
05-30	Furnish and Install Stainless Steel Float Hanger Bracket	1	EA	\$ 300.00	\$ 300.00
05-31	Furnish and Install Wet Well Vent	1	EA	\$ 3,000.00	\$ 3,000.00
05-32	Furnish and Install 1 inch Water Service		EA	\$ 200.00	\$ -
05-33	Furnish and Install 1 inch Back Flow Prevention Device		EA	\$ 200.00	\$ -
05-34	Furnish and Install 2 inch Water Service		EA	\$ 3,000.00	\$ -
05-35	Furnish and Install 2 inch Back Flow Prevention Device		EA	\$ 2,000.00	\$ -
05-36	Furnish and Install 4 inch DIP Mechanical Joint Force Main	10	LF	\$ 35.00	\$ 350.00
05-37	Furnish and Install 6 inch DIP Mechanical Joint Force Main		LF	\$ 40.00	\$ -
05-38	Furnish and Install 8 inch DIP Mechanical Joint Force Main		LF	\$ 50.00	\$ -
05-39	Furnish and Install 10 inch DIP Mechanical Joint Force Main		LF	\$ 60.00	\$ -
05-40	Furnish and Install 12 inch DIP Mechanical Joint Force Main		LF	\$ 70.00	\$ -
05-41	Furnish and Install MJ DIP Force Main Fittings and Accessories	173	LBS	\$ 20.00	\$ 3,460.00

Project: CSID LS 28
 Date: 3/30/2023
 Bid No.: PNC2122386B1
Sewer Lift Station Rehabilitation and Repair
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Nancy Oleson

Project Number:
 Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Project Estimate

Item No.	Commodity Code(s) 91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
05-42	Furnish and Install 8 inch PVC Sanitary Sewer (SDR 26) (6 feet - 10 feet deep)		LF	\$ 50.00	\$ -
05-43	Furnish and Install 8 inch PVC Sanitary Sewer (SDR 26) (10 feet - 14 feet deep)		LF	\$ 55.00	\$ -
05-44	Furnish and Install 8 inch PVC Sanitary Sewer (C-900) (14 feet - 18 feet deep)		LF	\$ 60.00	\$ -
05-45	Furnish and Install 10 inch PVC Sanitary Sewer (SDR 26) (6 feet - 10 feet deep)		LF	\$ 55.00	\$ -
05-46	Furnish and Install 10 inch PVC Sanitary Sewer (SDR 26) (10 feet - 14 feet deep)		LF	\$ 60.00	\$ -
05-47	Furnish and Install 10 inch PVC Sanitary Sewer (C-900) (14 feet - 18 feet deep)		LF	\$ 65.00	\$ -
05-48	Furnish and Install 10 inch PVC Sanitary Sewer (C-900) (over 18 feet deep)		LF	\$ 70.00	\$ -
05-49	Furnish and Install Connection to Existing Force Main - 4 inch	1	EA	\$ 3,500.00	\$ 3,500.00
05-50	Furnish and Install Connection to Existing Force Main - 6 inch		EA	\$ 3,600.00	\$ -
05-51	Furnish and Install Connection to Existing Force Main - 8 inch		EA	\$ 3,700.00	\$ -
05-52	Furnish and Install Connection to Existing Force Main - 10 inch		EA	\$ 3,750.00	\$ -
05-53	Furnish and Install Connection to Existing Force Main - 12 inch		EA	\$ 3,800.00	\$ -
05-54	Furnish and Install Flanged DIP Fittings	738.8	LBS	\$ 15.00	\$ 11,082.00
05-55	Furnish and Install Pressure Gauge Assembly		EA	\$ 2,500.00	\$ -
05-56	Furnish and Install 1 tap for Additional Transducer		EA	\$ 200.00	\$ -
05-57	Furnish and Install 3" Drain Pipe from Valve Vault to Wet Well		EA	\$ 1,500.00	\$ -
05-58	Install County Supplied Passive Odor Control Unit with Connection to Panel		EA	\$ 500.00	\$ -
05-59	Install County Supplied Active Odor Control Unit with Connection to Panel		EA	\$ 1,520.00	\$ -
GROUP 5 Subtotal					\$ 54,692.00
GROUP 6 - ELECTRICAL WORK					
06-01	Remove Existing Control Panel (duplex)		EA	\$ 3,500.00	\$ -
06-02	Remove Existing Control Panel (triplex)		EA	\$ 3,600.00	\$ -
06-03	Remove Existing Electric Meter		EA	\$ 3,500.00	\$ -
06-04	Relocate Existing Control Panel (up to 30 feet)		EA	\$ 1,500.00	\$ -
06-05	Relocate Existing Electric Meter (up to 30 feet)		EA	\$ 1,500.00	\$ -
06-06	Install County Supplied Control Panel - up to 10 HP		EA	\$ 14,000.00	\$ -
06-07	Install County Supplied Control Panel - over 10 HP to 20 HP		EA	\$ 15,000.00	\$ -
06-08	Install County Supplied Control Panel - over 20 HP to 40 HP (duplex)		EA	\$ 15,100.00	\$ -
06-09	Install County Supplied Control Panel - over 20 HP to 40 HP (triplex)		EA	\$ 15,200.00	\$ -
06-10	Install County Supplied Control Panel - 50 HP to 100 HP (duplex)		EA	\$ 15,300.00	\$ -
06-11	Install County Supplied Control Panel - 50 HP to 100 HP (triplex)		EA	\$ 16,000.00	\$ -
06-12	Furnish and Install 3/4 inch Bubbler System Piping, Fittings and Appurtenances		EA	\$ 4,000.00	\$ -
06-13	Remove and Properly Store Existing Pumps during Construction	2	EA	\$ 1,000.00	\$ 2,000.00
06-14	Install/Reinstall Pumps Including Reconnection to Panel	2	EA	\$ 1,000.00	\$ 2,000.00
06-15	Disconnect and Remove Existing Floats from Wet Well	3	EA	\$ 100.00	\$ 300.00
06-16	Install and Reconnect County Supplied Floats in Wet Well	3	EA	\$ 250.00	\$ 750.00
06-17	Furnish and Install Power Present Indicator Light (blue)		EA	\$ 200.00	\$ -

Project: CSID LS 28
Date: 3/30/2023
Bid No.: PNC2122386B1
Sewer Lift Station Rehabilitation and Repair
Using Agency: Water and Wastewater Services
Purchasing Agent: Nancy Oleson

Project Number:
Contractor:
 Trio Development Corp.
 1701 N.W. 22nd. Ct.
 Pompano Beach Fl. 33069

Project Estimate

Item No.	Commodity Code(s) 91356 Description	Quantity	Unit of Measure	Unit Price	Total Price
06-18	Install County Supplied Connection/Isolation Panel (duplex)		EA	\$ 3,000.00	\$ -
06-19	Install County Supplied Connection/Isolation Panel (triplex)		EA	\$ 3,100.00	\$ -
06-20	Furnish and Install 200 AMP Electrical Service to Lift Station		LF	\$ 50.00	\$ -
06-21	Furnish and Install 400 AMP Electrical Service to Lift Station		LF	\$ 60.00	\$ -
06-22	Furnish and Install 200A Emergency Connection/Transfer Panel		EA	\$ 2,000.00	\$ -
06-23	Furnish and Install 400A Emergency Connection/Transfer Panel		EA	\$ 2,000.00	\$ -
06-24	Furnish and Install Temporary Electrical Service		EA	\$ 1,500.00	\$ -
06-25	Furnish and Install Temporary Control Panel		EA	\$ 1,000.00	\$ -
06-26	Furnish and Install 3 inch Aluminum Conduit		LF	\$ 10.00	\$ -
06-27	Furnish and Install 2 inch Aluminum Conduit		LF	\$ 7.00	\$ -
06-28	Furnish and Install 1-1/2 inch Aluminum Conduit		LF	\$ 5.00	\$ -
06-29	Furnish and Install 1 inch Aluminum Conduit		LF	\$ 4.00	\$ -
06-30	Furnish and Install 3/4 inch Aluminum Conduit		LF	\$ 3.00	\$ -
06-31	Furnish and Install 2 inch PVC Conduit		LF	\$ 4.00	\$ -
06-32	Furnish and Install 1 inch PVC Conduit		LF	\$ 2.00	\$ -
06-33	Furnish and Install 3/4 inch PVC Conduit		LF	\$ 1.00	\$ -
06-34	Remove existing Antenna and Support		EA	\$ 1,000.00	\$ -
06-35	Furnish and Install 2 inch Aluminum Pole for SCADA Antenna (max 20 feet)		EA	\$ 2,000.00	\$ -
GROUP 6 Subtotal					\$ 5,050.00
Total Price					\$ 170,682.50

Abbreviations:

CY= Cubic Yard SF = Square Foot SY= Square Yard EA = Each VF = Vertical Foot LF = Linear Foot HRS = Hours
 LBS = Pounds TN = Ton

Trench Safety Act applies to this bid solicitation. The Bidder should complete and submit the Trench Safety Act Certification (Form 004546-2) with the bid but must complete and submit within five (5) calendar days of request by COUNTY and prior to award to be considered responsive.

DATE PREPARED: 3/30/2023

PREPARED BY (NAME OF PREPARER): Larry Shortz

NAME OF COMPANY: Trio Development Corp.

AUTHORIZED SIGNATURE:



Breakdown for Labor and Equipment Items

Task Description	1.07 Provide Foreperson/Hr.	1.08 Provide Laborer/Hr.	1.10 Provide Backhoe/ Day
White Line and call in locates	3		
Permitting application process	3		
Dewater for pipe remove and installation	16	32	2
Excavate for pipe removal	8	24	1
Chip out existing risers from top slab	8	24	1
Assist line stop subcontractor	6	12	1
Irrigation repair	8	24	1
Backfill and compact after piping	8	24	1
Landscape removal	5	10	1
Grade for sod	8	16	1
Install temporary pump-out connection	8	24	1
Subtotal	81	190	10

Attachment A

1-12 Pass Through Permits and Fees

MOT	\$ 750.00
Total	\$ 750.00

1-13 Pass Through Parts and Materials

Materials

ARV and fittings	\$2,400.00
Misc. materials (irrigation repairs, etc.)	\$750.00
Cost differential for schedule 10SS riser pipes in wet well over DIP in contract	No Charge
	<u>\$ 3,150.00</u>
Tax	\$ 220.50
Subtotal	\$ 3,370.50

Subcontract

MOT	\$ 2,500.00
Temporary fencing	\$ 1,800.00
Disposal	\$ 850.00
Subtotal	\$ 5,150.00
Total	\$ 8,520.50

Weights for Ductile Iron pipe, flanged and mechanical joint fittings and accessories

Bid item 5.54 Furnish and install flanged DIP fittings

Description	Qty.	4" Lbs. ea.	Qty.	6" lbs. ea.	Qty.	8" lbs. ea.	Qty.	10" lbs. ea.	Sub Total in lbs.	Dollars
Flange x Mj adapter	2	26		36		50		60	52	
Flg ecc. Reducers		30		45		75		110	0	
Flg 90's	6	45		65		105		165	270	
Flg 45's	5	40		55		90		130	200	
Flg 22.5		40		55		90		135	0	
Flg 11.25		40		55		90		135	0	
Flg Tees	1	65		95		155		270	65	
Flg Cross	1	80		120		195		330	80	
Mega Flange adapter	2	20		32		38		65	40	
Flg Bolt sets	24	3.2		5.1		5.4		12	76.8	
									Total in pounds	783.8
									Bid item 5.54 Total x \$15.00	\$ 11,757.00

Bid Item 5.41 Furnish and install MJ Dip Force main Fittings and accessories

Description	Qty	4" Lbs. ea.	Qty.	6" Lbs. ea.	Qty.	8" Lbs. ea.	Qty.	10" lbs. ea.	Sub total in lbs.	Dollars
MJ Sleeves	1	25		39		55		68	25	
MJ 90	1	22		49		64		102	22	
MJ 45	2	20		39		56		78	40	
MJ 22.5		18		31		50		66	0	
MJ11.25		18		29		45		59	0	
MJ Tee		35		66		90		132	0	
MJ Wye		45		82		117		184	0	
MJ Cross		45		79		112		156	0	
MJ Reducer		18		28		39		54	0	
Mega Lug gland	10	4.6		11.8		14.9		23.9	46	
MJ accessories	10	4		6		6		8	40	
									Total in Pounds	173
									Bid item 5.41 Total x \$20.00	\$ 3,460.00

2.05 Remove existing iron pipe and fittings in wet wells and vaults

Description	Qty.	4" Lbs. ea.	Qty.	6" Lbs. ea.	Qty.	8" Lbs. ea.	Qty.	10" Lbs. ea.	Subtotal in lbs.	Dollars
Feet of Pipe	50	13.8		21.4		30.1		39.2	690	
Flanges	24	13		17		28		38	312	
									Total in Pounds	1002
									Bid item 2.05 Total x \$100.00 per ton	\$ 97.94

Total in Pounds 5.54 + 5.41 + 2.05 1958.8

Eighth Order of Business

8A

AMENDMENT 1 TO
WORK AUTHORIZATION 199

Globaltech No. 151358

Pursuant to the provisions contained in the "Contract for Professional Engineering Consulting and Design-Build Services on a Continuing Contract Basis " between the CORAL SPRINGS IMPROVEMENT DISTRICT, hereinafter referred to as "OWNER", and Globaltech, Inc., hereinafter referred to as "FIRM", dated July 1, 2012 (hereinafter referred to as "AGREEMENT"), this Work Authorization authorizes the FIRM to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The OWNER desires design-build services related to the Pump Stations 1 & 2 LP Gas Tank Replacement, hereinafter referred to as the "Specific Project."

Section 1 – Terms

NO CHANGE.

Section 2 – Scope of Work

Amendment 1 reimburses the unused allowance and fees of **\$24,312.41**.

Below are the unspent charges:

- \$1,500.00 Permitting Allowance
- \$5,000.00 General Construction Allowance
- \$430.68 Sanitary Facilities (not used)
- \$15,590.40 3 Replacement Tanks (remove/install) – work not performed
- \$1,091.33 Sales Tax on Tanks
- \$700.00 Reduced Fee for Hotel Charges

Section 3 – Location

NO CHANGE.

Section 4 – Deliverables

NO CHANGE.

Section 5 – Time of Performance

NO CHANGE.

Section 6 – Method and Amount of Compensation

This Amendment No. 1 to Work Authorization 199 decreases the \$108,971.00 contract value by -\$24,312.41 to a new final contract amount of \$84,658.59.

Original Contract	\$108,971.00
CO1 - Unspent Allowance	-\$24,312.41
Total	\$84,658.59

Section 7 – Application for Progress Payment

NO CHANGE.

Section 8 – Responsibilities

NO CHANGE.

Section 9 – Insurance

NO CHANGE.

Section 10 – Level of Service

NO CHANGE.

Section 11 – Indemnification

NO CHANGE.

IN WITNESS WHEREOF, this Work Authorization, consisting of Three (3) pages and Attachment A has been caused fully executed on behalf of the FIRM by its duly authorized officer, and the OWNER has the same to be duly name and, in its behalf, effective as of the date herein above written.

Signature of Witness

CORAL SPRINGS IMPROVEMENT DISTRICT

Printed name of Witness

Signature of President

Dr. Marty Shank
Printed Name of President

Date
Approved as to form and legality

State of Florida
County of Palm Beach

District Counsel
ENGINEER

The foregoing instrument was
acknowledged before me on this

Globaltech, Inc.
Company

21st day of March 2023 by
David Schuman
who is personally known to me OR
produced _____
as identification.

Signature
David Schuman. P.E., Vice President
Name and Title (typed or printed)

Signature of Notary

March 21, 2023
Date

8B

WORK AUTHORIZATION

CSID Work Authorization 213

Globaltech Project Number 151414

Pursuant to the provisions contained in the "Contract for Professional Engineering Consulting and Design-Build Services on a Continuing Contract Basis" between the CORAL SPRINGS IMPROVEMENT DISTRICT, hereinafter referred to as "OWNER", and Globaltech, Inc., hereinafter referred to as "FIRM", dated July 1, 2012 (hereinafter referred to as "AGREEMENT"), this Work Authorization authorizes the FIRM to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The OWNER desires design-build services related to the Diffuser Replacement for Digester-1, hereinafter referred to as the "Specific Project".

Section 1 – Terms

FIRM shall be defined as an individual, corporation or contractor having a direct contract with the OWNER or with any other subcontractor in the performance of a part of the work contracted for under the terms of this Work Authorization (WA) with the OWNER.

Section 2 – Scope of Work

Digest-1 is located within the wastewater treatment plant and has been experiencing performance issues. The facility was taken out of service to inspect problems with the coarse bubble Flex-Cap Diffusers. It was determined that a short-circuit existed in the air piping allowing wastewater (and sediment) to backflow into the air piping and clog the diffusers. CSID has asked that FIRM evaluate the existing air delivery system and order replacement diffusers.

The project will be executed by completing the following tasks:

Task 1 – Project Coordination and Engineering

This task includes project coordination and engineering services required to complete the project.

Engineering Evaluation

1. Attend preliminary meeting with the OWNER to discuss problems with diffusers and testing methods to identify locations of short-circuiting.
2. Collect pre-construction photographs of the construction areas and tank.
3. Assist OWNER in developing testing and repair procedures
4. Assist OWNER with inspecting air tubing using digital video endoscope.

Task 2 – Construction Services

This task includes ordering coarse bubble diffusers. The following tasks will be performed:

1. Prepare purchase order for Flex-Cap Diffusers.
2. Coordinate delivery to CSID
3. Assist OWNER with installation protocol
4. Assist OWNER with identifying additional materials need to install diffusers (sealing tape or thread dope)

Assumptions

Assumptions for the project are as follows:

- OWNER is responsible for emptying and cleaning Digester 1.
- OWNER will be responsible for all debris disposal.
- OWNER will remove and discard existing diffusers
- OWNER will clean air piping by running water / air through piping to remove debris
- OWNER will repair damaged or leaking air piping

- OWNER will install new Flex-Cap diffusers

Section 3 – Location

The services to be performed by the FIRM shall be conducted on Digester 1 at the CSID Wastewater Utility campus.

Section 4 – Deliverables

The FIRM will provide the following Deliverables to OWNER:

- Construction Improvements
- Submittal for coarse bubble diffuser

Section 5 – Time of Performance

Project will commence after execution of this Work Authorization and a Notice to Proceed is issued by OWNER. The FIRM and OWNER agree to the following schedule:

Task	Time Elapsed to Completion
Notice to Proceed (NTP)	Day 0
Evaluation	Week 1 – 2
Cleaning and Testing	By OWNER
Order Diffusers	Week 2
Diffusers delivered	Week 6

Section 6 – Method and Amount of Compensation

1. The FIRM shall be paid by the OWNER in accordance with the Florida’s Prompt Payment Act Florida Statute 218.70-79 and in accordance with the payment method as set forth in Section 6 of the AGREEMENT. The calculations shall begin using the date the invoice was received.
2. **Total job price: \$18,892** and does not include a construction allowance.
3. On the terms contained in the FIRM’s said proposal for the doing of said work and the said award therefore, and the specifications herein specifically referred to and made a part of this contract.
4. The cost for the above scope of services is a lump sum (LS). The LS is based on the materials, methods, and assumptions presented in the scope

of services and may be adjusted based on final detail design and alternative selections or omissions. The LS shall not be greater than the stated amount unless there is an approved increase in the scope of services.

5. A Budget Summary for the above LS is provided in Attachment A.

7 – Application for Progress Payment

1. Unless otherwise prescribed by law, at the end of each month, the FIRM shall submit to the OWNER for review an Application for Progress Payment filled out and signed by the FIRM covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the AGREEMENT.
2. The Application for Progress Payment shall identify the amount of the FIRM Total Earnings to Date based upon value of original contract Work performed to date as approved by fully executed Change Orders.
3. Payment shall be based upon percentage of work completed based upon the approved schedule of values. Retainage in the amount of 5% will be withheld on the calculated value of any work, with the exception of stored materials which may be paid at the supplier's invoiced cost. At FIRM's request, after 50% completion of the work has been achieved, the OWNER will implement a reduction in retainage to 2.5% of all future pay requests. If retainage is reduced, FIRM may not withhold more than 2.5% retainage from subcontractors or suppliers and will be required to certify compliance with F.S. 218.70 *et seq* on each subsequent pay application. Notwithstanding the foregoing, in no instance can the amount retained be less than the value of OWNER's good faith claims plus the value of the work the OWNER determines remains to be put in place or required to be performed as remedial activities. For the purposes of this section, 50% completion shall be that point in time when OWNER determines that half of the Work required by the Contract has been completed. In no event shall the Work be determined to be 50% completed before the OWNER has paid 50% of the Contract amount and 50% of the Contract time has expired. The

- amount of previous Pay Estimate payments shall then be subtracted to equal the Balance Due during the Pay Estimate period.
4. When the OWNER reduces the retainage to two and one-half percent (2.5%), FIRM must obtain the written consent of the Surety Companies furnishing the required Public Construction Bond on consent forms provided by the OWNER. The OWNER may reinstate the retainage up to five percent (5%) if the OWNER determines, at its discretion, that the FIRM is not making satisfactory progress toward final completion of the Work or where there is other specific cause for such withholding.
 5. Partial payment may be made for the delivered cost of stored materials planned for incorporation into the Work, provided such materials meet the requirements of this Contract, the Contract Drawings, and the Specifications, and are delivered and suitably stored at the project site, or at another location acceptable to the OWNER. Such material must be stored in a secure manor acceptable to the OWNER, and in accordance with the manufacturer's recommendations.
 6. The delivered cost of such stored or stockpiled materials may be included in any subsequent application for payment provided the FIRM meets the following conditions:
 - a. An applicable purchase order or supplier's invoice is provided listing the materials in detail, the cost of each item, and identifies this specific contract by name.
 - b. The materials are fully insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.
 - c. Stored materials approved for payment by the OWNER shall not be removed from the designated storage area except for incorporation into the Work.
 - d. Evidence that the FIRM has verified quantity and quality of the materials delivered (verified packing list).

7. It is further agreed between the parties that the transfer of title and the OWNER's payment for any stored or stockpiled materials pursuant to these General Conditions, and any applicable provisions of the Supplementary General Conditions, shall in no way relieve the FIRM of the responsibility of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this Contract, the Contract Drawings, the Technical Specifications, and any approved changes thereto.
8. The following monthly Application for Progress Payment shall be accompanied by Bills of Sale, copies of paid invoices, releases of lien, or other documentation warranting that the FIRM has received the stored materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the stored materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which shall be satisfactory to the OWNER.
9. The FIRM shall warrant and guarantee that title to all Work, materials, and equipment covered by an Application for Progress Payment, whether incorporated in the Work or not, will pass to the OWNER no later than the time of Final Payment free and clear of all liens or other encumbrances.
10. Progress Payments shall be made in accordance with the Local Government Prompt Payment Act. In the event any dispute with respect to any payment or pay request cannot be resolved between the FIRM and OWNER's project staff, FIRM may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, *et seq*, demand in writing a meeting with and review by the OWNER'S (agency) director. In the absence of the agency director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by OWNER

of FIRM's written demand. The OWNER's manager, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the OWNER's final decision for the purposes of the Local Government Prompt Payment Act.

11. The OWNER may refuse to make payment of the full amount because claims have been made against the OWNER on account of the FIRM's performance of the Work, or because Liens have been filed in connection with the Work, or there are other items entitling the OWNER to a credit against the amount recommended, but the OWNER must give the FIRM written notice within twenty (20) business days after the date on which the invoice is stamped as received which specifies the invoice deficiency and any action necessary to make the invoice complete and proper.

Section 8 – Responsibilities

The FIRM shall, under no circumstance, look to the OWNER to provide any labor or equipment for the FIRM. The FIRM shall provide all of the labor and equipment necessary to perform the job or contracted services at the expense of the FIRM. Property of any kind that may be on the premises, which are the site of the performance of this contract, during the performance of this Work Authorization, shall be at the sole risk of the FIRM.

- 8.1** The OWNER hereby designates Joe Stephens as the OWNER's representative.
- 8.2** In addition to applicable provisions of Section 2 of the AGREEMENT, the OWNER will:
 - Provide copies of existing drawings and equipment cut sheets if requested by FIRM
 - Pay for any required permit fees

The FIRM acknowledges and understands that it is an independent contractor in its relationship with the OWNER. The FIRM hereby designates Rick Olson as the FIRM's representative.

Section 9 – Insurance

The FIRM shall provide certificate of insurance to the OWNER setting forth the type and amount of insurance carried by the FIRM and conforming to the minimum requirements set forth in the AGREEMENT.

Section 10 – Level of Service

The OWNER shall have the right to terminate said Agreement by giving the FIRM thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. The OWNER will determine in its sole judgment what constitutes a satisfactory level of service.

Section 11 – Indemnification

The FIRM shall indemnify and hold harmless the OWNER its officers and employees as set forth in Section 11 of the Agreement.

IN WITNESS WHEREOF, this Work Authorization, consisting of nine (9) pages and Attachment A has been caused fully executed on behalf of the FIRM by its duly authorized officer, and the OWNER has the same to be duly named and in its behalf, effective as of the date herein above written.

CORAL SPRINGS IMPROVEMENT DISTRICT

Signature of Witness

Signature of President

Printed name of Witness

Dr. Marty Shank
Printed Name of President

Date

Approved as to form and legality

District Counsel

State of Florida
County of Palm Beach

FIRM
Globaltech, Inc.

The foregoing instrument was
acknowledged before me on this

17th day of April, 2023 by

Signature

David Schuman
who is personally known to me OR
produced _____
as identification.

David Schuman, Vice Pres. of Project Delivery
Name and Title (typed or printed)

Signature of Notary

April 17, 2023
Date

Attachment A

Budget Summary

ATTACHMENT A

Coral Springs Improvement District

Work Authorization No. 213 - Digest 1 Diffuser Evaluation and Replacement

Engineering Fee Details

Task	Task Description	E7	E6	E2	CADD	Adm 3	Adm 1	Total Labor	Expense/ Subconsul. Fee	Subconsul.
		\$190.00	\$185.00	\$108.00	\$105.00	\$77.00	\$52.00			
1	Engineering & Coordination									
	Project Development	0	2	1	0	2	0	\$632		
	Project Management	0	2	0	0	6	1	\$884		
	Diffuser Evaluation	5	3	0	0	0	0	\$1,505		
	Airline Cleaning inspection assistance	2	0	8	0	0	0	\$1,244		
	Guidance with air line testing and repair	6	2	0	0	0	0	\$1,510		
2	Material Purchase									
	Diffusers (inc.udes tax)								\$ 10,614.40	Xylem
	Freight								\$ 575.00	
	Purchase Order Preparatoin	0	1	0	0	2	0	\$339		
	Labor Total Hours	13	10	9	0	10	1	43		
	Labor Total	\$2,470	\$1,850	\$972	\$0	\$770	\$52	\$6,114		
	Subconsultant Labor Total								\$0	
	Subconsultant Multiplier								1.1	
	Subcontract Total								\$0	
	Expenses								\$11,189	
	Expenses Multiplier								1.15	
	Expense Total								\$12,868	
	ENGINEERING TOTAL								\$18,982	

NINTH ORDER OF BUSINESS

Globaltech, Inc.
CSID Engineer's Report
April 17, 2023

PROJECTS UNDER CONTRACT

WA#187 – 500KW Emergency Generator – In Progress

- Approved by Board – 5/17/21
- Concrete slab poured – January 6, 2023
- Disconnected and removed existing generator – 3/07
- Generator delivered and installed – 3/07
- Connected generator to existing auto-transfer switch 3/20
- Generator startup and tested under load – 4/12
- Scheduling tank piping and day tank
- Estimated project substantial completion – May 2023

WA#192 – Canal Right-of-Way Tree Inventory – On Hold

- Approved by Board – 9/20/21
- Waiting on direction from CSID
- Estimated completion – 20 weeks from notice to begin work

WA#199 – LP Fuel Tank Installation – Complete

- Approved by Board – 12/20/21
- Final Completion issued
- Final parts installed 3/07/23
- Amendment returning unspent fee on current agenda

WA#202 – Replace Blowers 4 & 5 – In Progress

- Approved by Board – 4/18/22
- Released blowers for fabrication – 7/15/22
- Coordinated selection and purchase of fiber optic cables, switches and terminations
- Blowers arrived on site – January 30, 2023
- Blower 5 startup – 3/01/23
- Participated in field audit with Florida Department of Agriculture – 3/01/23
- Completed SCADA modifications
- Monitoring blower performance and power consumption
- Project substantially complete – 3/24/23
- Working through punch list items
- Estimated Project Completion – May 2023

WA#210 – Polymer Skid Purchase – Complete

- Approved by Board – 12/19/22
- Conducted compatibility assessment of proposed pump
- Skid delivered 3/06/23
- Skid installed by staff and manufacturer – 3/08/23
- Installation inspected by Globaltech – 3/09/23
- Substantial completion - 3/10/23
- Final completion – 3/17/23

**CSID Engineer's Report
April 17, 2023**

WA#211 – Canal Site 15 Restoration – Substantially Complete

- Approved by Board – 12/19/22
- West portion of project completed – 1/27/23
- Completed all canal bank restoration – 2/24/23
- Reinstalled irrigation systems – 3/03/23
- Completed staging area restoration – 3/08/23
- Substantial completion – 3/10/23
- Addressed all irrigation issues with home owners
- Maintaining new sod
- Walkthrough with Owner – 3/22/23
- Addressed punch list items – 3/28 – 4/06
- Final walkthrough with Owner – 4/11
- Anticipated Final Completion – 4/12/23

WA#204 - Distribution Header Valve Replacement – In Progress

- Approved by Board – 2/27/23
- Internal kick-off meeting – 3/17/23
- Utilities located and marked – 3/17/23
- Conduct exploratory excavations – 3/20/23
- Ordered materials
- Materials delivered to site – 3/27 – 4/12
- Perform valve and piping replacement – Week of April 17
- Substantial Completion – April 21
- Final Completion – May 15, 2023

WA#207 – 2024 DIW Mechanical Integrity Testing – In Progress

- Approved by Board – 2/27/23
- Preparing subcontracts
- Evaluating additional testing bids
- Submitted Draft Test Plan for for Owner review – 4/04
- Anticipate submitting Test Plan to FDEP – May 2023
- Conduct Mechanical Integrity Testing of DIW 1 & 2 – October 2023
- Prepare Testing Report – December 2023
- Substantial Completion – December 2023
- Final Completion – February 2024

Work Authorizations Under Development

WA#177 – Portable Generator Storage Building – May 2023