

REVOCABLE LICENSE AGREEMENT

Between

BROWARD COUNTY

And

FOR

NON-EXCLUSIVE ACCESS AND USE OF COUNTY RIGHT-OF-WAY

THIS IS AN AGREEMENT made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY,"

and

_____, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the State of Florida, hereinafter referred to as the "LICENSEE," (collectively referred to as the "Parties").

WHEREAS, _____ between _____ and _____ is a Broward County roadway within the municipal limits of the _____ (the "Roadway"); and

WHEREAS, LICENSEE seeks the non-exclusive access and use, as more fully described and illustrated in Exhibit "A," attached hereto and incorporated herein, within a portion of COUNTY's Roadway right-of-way; and

WHEREAS, COUNTY is willing to permit the LICENSEE the non-exclusive access and use of a portion of the Roadway right-of-way described in Exhibit "B," attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Parties have agreed to enter into this Revocable License Agreement in relation to the access and use of the Property, as provided below; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, COUNTY and LICENSEE agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.

2. DESCRIPTION OF PROPERTY. That portion of the Roadway right-of-way as more specifically described in Exhibit "B," attached hereto and incorporated herein (the "Property").
3. TERM. The term of this Agreement shall commence upon its execution by all Parties and shall continue until this Agreement is terminated as provided for in Article 12 herein below.
4. USE OF PROPERTY. COUNTY hereby grants to LICENSEE the revocable license for non-exclusive access and use of the Property only for the purpose(s) designated below (the "improvements"), including the ongoing maintenance and repair thereof, which is more fully described and illustrated in Exhibit "A," attached hereto and incorporated herein, hereinafter referred to as the "Licensed Use." The improvements must meet COUNTY minimum standards as set forth in "Minimum Standards Applicable to Public Rights-of-Ways Under Broward County Jurisdiction." The Property shall not be used for any other purpose whatsoever without written amendment of this Agreement. LICENSEE shall not permit the Property to be used in any manner which will violate any laws or regulations of any governmental entity or agency.

PLEASE CHECK THE APPROPRIATE BOX BELOW

- ☐ Landscaping, irrigation, and hardscape.
- ☐ Monument sign.
- ☐ Other (explain): _____
- _____
- _____

- 4.1 LICENSEE shall submit plans for the installation of the improvements, together with a schedule for the ongoing maintenance thereof, to the Broward County Highway Construction and Engineering Division at least thirty (30) days before installation, and shall not install the improvements until written approval is obtained from the Director, Broward County Highway Construction and Engineering Division (the "Director"). The landscaping plans shall incorporate a minimum fifty percent (50%) native species by plant types (i.e. canopy tree, palm tree, and shrub) and, together with the schedule for the ongoing maintenance, shall comply with the Broward County Naturescape program and Florida-Friendly Landscaping principles.
- 4.2 LICENSEE shall notify the Director within five (5) days after installation of the improvements. The Director may require LICENSEE to reinstall or remove

the improvements, if the improvements or use do not comply with this Agreement or the approved plans.

- 4.3 COUNTY, its agents or authorized employees, shall continue to have unimpeded and unrestricted access to the Property at any and all times to examine it to determine if LICENSEE is properly using and maintaining the Property pursuant to the terms and conditions of this Agreement.
- 4.4 Any replacement of the improvements by LICENSEE shall require the prior submittal of plans and approval by the Director, consistent with the requirements under Sections 4.1 and 4.2, above.
- 4.5 The obligations of LICENSEE as set forth in this Agreement may be performed by LICENSEE through the use of its employees, or LICENSEE may enter into a contract with a third party to perform the services. In the event LICENSEE contracts with a third party, LICENSEE shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein.
5. COMPENSATION. No payment to COUNTY shall be made by LICENSEE for the privileges granted in this Agreement.
6. ASSIGNMENT. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the COUNTY. Should LICENSEE attempt to do so, then this Agreement shall terminate immediately, without prior notice to LICENSEE.
7. DAMAGE TO PROPERTY. LICENSEE shall not by its access or use cause damage to the Property. The Parties agree that all improvements and personal property placed by LICENSEE upon the Property shall remain the property of LICENSEE, and shall be placed upon the Property at the risk of LICENSEE. LICENSEE shall give the COUNTY, or its agent, prompt written notice by registered or certified mail of any occurrence, incident, or accident occurring on the Property.
8. INDEMNIFICATION OF COUNTY.
 - 8.1 LICENSEE is an entity subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. To the extent permitted by law, LICENSEE specifically agrees to indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, related to the placement, maintenance, or repair of the improvements within the Property. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may

be applicable. Nothing herein shall be construed as consent by LICENSEE to be sued by third parties in any matter arising out of this Agreement or any other contract.

- 8.2 In the event that LICENSEE contracts with a third party to perform any of LICENSEE's obligations under this Agreement, any contract with such third party shall include the following provisions:

8.2.1 Indemnification: LICENSEE's contractor shall indemnify and hold harmless COUNTY, its officers, agents, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of LICENSEE's contractor, and other persons employed or utilized by LICENSEE's contractor in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. To the extent permitted by law, in the event that any action or proceeding is brought against COUNTY by reason of any such claim or demand, LICENSEE's contractor shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY.

8.2.2 To the extent permitted by law, the indemnification provided above shall obligate LICENSEE's contractor to defend, at its own expense, to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at COUNTY's option, any and all claims of liability and all suits and actions of every name and description covered by subsection 8.2.1 above which may be brought against COUNTY, whether services were performed by LICENSEE's contractor or persons employed or utilized by LICENSEE's contractor.

- 8.3 The provisions of this article shall survive the expiration or earlier termination of this Agreement.

9. INSURANCE.

9.1 LICENSEE shall furnish COUNTY with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if LICENSEE elects to purchase excess liability coverage, LICENSEE agrees that COUNTY will be furnished with a Certificate of Insurance listing "Broward County" as certificate holder and an additional insured.

9.2 In the event that LICENSEE contracts with a third party to perform any of LICENSEE's obligations under this Agreement, any contract with such third party shall include, at a minimum, the following provisions:

9.2.1 Insurance: LICENSEE's contractor shall keep and maintain, at contractor's sole cost and expense, insurance of the types and minimum amounts as set forth on Exhibit "C," and specifically protect COUNTY by naming "Broward County" as an additional insured under the Commercial General Liability Insurance policy as well as any Excess Liability policy.

9.2.2 LICENSEE's contractor, upon request, shall furnish to the COUNTY, Certificates of Insurance and Endorsements evidencing the insurance coverage specified above prior to beginning the performance of work under this Agreement.

9.2.3 Coverage is not to cease and is to remain in full force and effect until all performance required of LICENSEE's contractor is completed.

10. MAINTENANCE, REPAIRS, AND OTHER OBLIGATIONS. LICENSEE shall be responsible for all costs associated with the Licensed Use of the Property, including maintenance and repair, utility relocations, mitigation of landscaping, and costs for repairing any damage to the Property or adjacent right-of-way. LICENSEE shall keep the Property clean, sanitary, and free from trash and debris. LICENSEE specifically agrees to install, maintain, and repair the improvements as detailed in the approved plans as shown in Exhibit "A," in a manner that will not pose a hazard to persons or vehicles on adjacent property or the right-of-way.

11. SECURITY. (Check one)

☐ LICENSEE is obligated to maintain with the COUNTY adequate security in the form of a cash bond or letter of credit in the amount of \$_____ to ensure the ongoing maintenance and repair of the improvements during the term of this Agreement and to ensure restoration of the Property following termination.

☐ There is no obligation for security as part of this Revocable License Agreement.

12. TERMINATION. This Agreement is merely a right to access and use, and grants no estate in the Property. This Agreement may be terminated by COUNTY, through the Broward County Board of County Commissioners or the Broward County Administrator, with or without cause and at any time during the term hereof, upon thirty (30) days written notice to LICENSEE. It is expressly understood by the Parties that LICENSEE is receiving from COUNTY a revocable license which may be terminated at any time by COUNTY for any or no cause whatsoever.

13. SURRENDER UPON TERMINATION.

LICENSEE shall peaceably surrender its use of and deliver the Property to the COUNTY, or its agents, immediately upon expiration or termination of this Agreement.

LICENSEE shall remove from the Property, at LICENSEE's own expense, the improvements placed upon it unless the COUNTY, in writing, authorizes LICENSEE to leave the improvements on the Property. COUNTY shall have no obligation to move, reinstall, replace, or in any way compensate LICENSEE for any loss resulting from or arising out of the termination of this Agreement, the requirement to remove the improvements, or the removal of the same by COUNTY upon failure of the LICENSEE to restore the Property. LICENSEE agrees to restore the Property to its original or a safe condition, as determined by and at the sole discretion of the Director, following removal of the improvements. LICENSEE shall be obligated to repair or pay for any damage to COUNTY property resulting from the removal of the improvements.

14. WAIVER. Failure of the COUNTY to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right; but the same shall remain in full force and effect. None of the conditions, covenants, or provisions of this Agreement shall be waived or modified by the Parties unless done so in writing as provided for in Article 22 below.

15. NOTICES.

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this article. For the present, the Parties designate the following:

For COUNTY:

Director, Broward County Highway Construction and
Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

For LICENSEE:

16. ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the Parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted from this Agreement, and such deletion shall not invalidate the remaining provisions.
17. COMPLIANCE WITH LAWS. LICENSEE shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations relating to the use of the Property.
18. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which any party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EACH PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS ARTICLE, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
19. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.
20. EXHIBITS. The attached Exhibits "A," "B," and "C" are incorporated into and made a part of this Agreement.

21. FURTHER ASSURANCES. The Parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
22. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and LICENSEE.
23. CHANGES TO FORM AGREEMENT. LICENSEE represents and warrants that there have been no revisions, alterations, or changes whatsoever to this form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Revocable License Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20____, and _____, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-Officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 20____

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Signature (Date)

By _____
(Date)
Assistant County Attorney

Print Name and Title above

Deputy County Attorney

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
_____ FOR NON-EXCLUSIVE ACCESS
AND USE OF A PORTION OF COUNTY RIGHT-OF-WAY.

LICENSEE

ATTEST:

Municipal Clerk

By _____
Mayor-Commissioner

(Print or Type Name)

(Print or Type Name)

(SEAL)

____ day of _____, 20____.

Municipal Manager

____ day of _____, 20____.

APPROVED AS TO FORM:

By _____
Municipal Attorney

EXHIBIT A

1. Project Description

The City of Fort Lauderdale proposes to install five 15'X6' directional pavement marking, and three ground-mounted signage at Broward Boulevard.

These improvements are part of the Las Olas Safety and Traffic Calming Community Investment Plan (CIP) to reduce cut-through traffic on the neighborhood streets. The proposed pavement marking design and material specifications are indicated in Exhibit B.

2. Location

Broward County Highway Construction and Engineering Division approved the proposed Engineering improvements between Federal Highway/US-1 and SE 15th Avenue, within Broward County's right-of-way. A full set of plans is on file with the Broward County Highway Construction and Engineering Division under reference #170331001.

3. Maintenance

The City of Fort Lauderdale will be responsible for the maintenance of the directional pavement markings and the directional roadway signage installed as part of this project on Broward Boulevard. Also, the City will inspect the pavement marking on an annual basis.

4. Construction Schedule

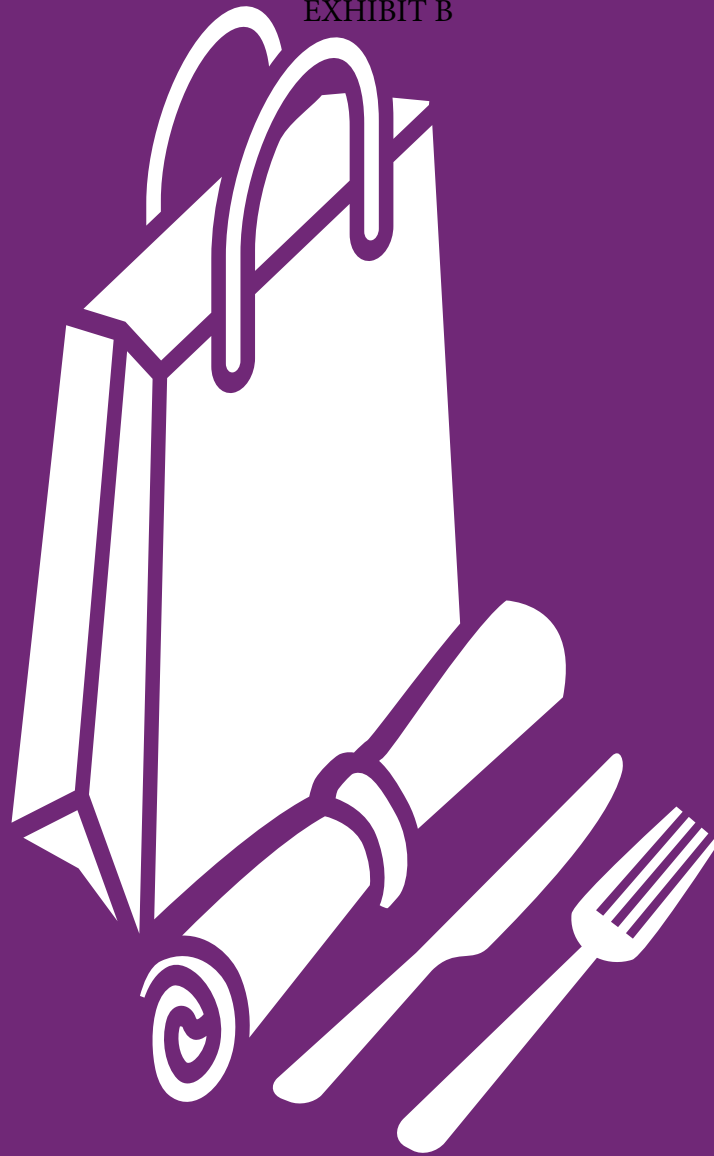
Construction is anticipated to be complete by the end of 2017.

**DIRECTIONAL
PAVEMENT MARKING
SIGNAGE**
15' LONG X 6' WIDE

EXHIBIT B



BEACH



**SHOP
& DINE**

EXHIBIT B

Interconnected, Surface-Applied Preformed Thermoplastic Logos and Surface Signage for Asphalt and Concrete

Maximize traffic guidance, increase brand awareness, enhance community pride, and promote school spirit with durable preformed thermoplastic horizontal surface signage that is engineered to last 6 to 8 times longer than paint, and even longer in areas with only pedestrian traffic. DecoMark® design and color combinations are virtually endless.

USES AND LOCATIONS

- Custom Logos
- Sidewalk Accents
- Directional Markings
- Informational Markings
- Trail Markings
- Toll Lane Markings
- Streets and Highways
- Business Parks
- Parking Lots
- University Campuses
- Driveways
- and more...

PERFORMANCE-BASED FEATURES AND BENEFITS

- High skid/slip resistant for safety. As material wears, new anti-skid elements are exposed.
- The material is flush across the surface so there are no tripping hazard
- Lasts 6 to 8 times longer than paint with a clean, crisp appearance
- 33 standard colors
- ADA compliant - Pedestrian and wheelchair friendly surface
- Eliminates the maintenance and safety concerns of loose pavers
- Precut, interconnected shapes and colors; easy to handle
- All preformed thermoplastic materials are made at Ennis-Flint's manufacturing facility which is ISO 9001:2008 certified for design, development and manufacturing of preformed thermoplastic. Quality, value and long-term performance are built into the marking. Anti-skid elements are added at time of manufacturing for optimized application at the jobsite.

Whether a basic two-color directional message or a multi-colored custom logo, each design begins with a CAD drawing linked to a stringent manufacturing process. At the time of installation, the applicator will find pre-cut sheets of interconnected material with application instructions and a diagram for proper layout. The sheets of DecoMark® material are easily lifted and positioned onto an asphalt or concrete surface for application with a propane heat torch or large heater.



STANDARD COLORS

COLONIAL BRICK	BRICK RED	DARK BRICK RED	COCOA	OLIVE GREEN	SYG	LEMON YELLOW
SALMON	HERITAGE RED	RED	GREEN	KELLY GREEN	LIGHT GREEN	YELLOW
CINNAMON	CHESTNUT	ORANGE	TEAL	LT. BLUE	SKY BLUE	LIGHT GREY
SAND	SIENNA	PINK	BLUE	BLACK	FIELD GREY	GREY
TAN	KHAKI	LILAC	PURPLE	WHITE		



Permission ©Harley-Davidson



TrafficScapes™

Surface Systems for Enhanced Safety

CROSSWALKS • MEDIANS • ISLANDS • ROUNDABOUTS • ENTRYWAYS • LOGOS

TrafficScapes™ is a portfolio of preformed thermoplastic pavement marking materials engineered for durability, safety, and aesthetics for the streetscape and traffic calming market designed to:

- Improve traffic safety especially at intersections and multi-use paths
- Enhance visibility for pedestrians, motorists, and cyclists
- Provide design elements that complement a Complete Streets community
- Channel pedestrians across busy commercial parking areas
- Promote and/or revitalize community image
- Attract new business development in livable communities
- Create low-cost median or island effect without the use of raised curbs

Each product offers its own unique application and performance approach to streetscape projects where shared roadway safety and aesthetic appeal need to work in conjunction.



INLAID



IMPRESSED



INTERCONNECTED



OVERLAY



SURFACE SIGNS



When used on public roadways and private properties open to public travel, decorative crosswalks require proper demarcation with white linear boundaries according to the Manual on Uniform Traffic Control Devices (MUTCD).



Ennis-Flint • 115 Todd Ct. Thomasville, NC • 800.331.8118
marketing@ennisflint.com • www.ennisflint.com

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Exhibit 2
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Safety Data Sheet

Section 1: PRODUCT AND COMPANY IDENTIFICATION

Ennis-Flint
115 Todd Court
Thomasville, NC 27360

Company Phone Number: 1-800-331-8118
24-Hour Emergency Phone: 1-800-424-9300 CHEMTREC

Product Name: **DecoMark®**

Issue Date: 04/01/2010

Revised Date: 04/04/2016

Version Number: 3

Product Use:

Intended Use: Pavement Marking
Specific Use: Pavement Marking

Section 2: HAZARDS IDENTIFICATION

Emergency Overview:

Form: Solid plastic sheet

Odor: No distinguishable odor

This product, as packaged, is an article and does not meet the requirements of a hazardous chemical as defined by the OSHA Hazard Communication Standard, CFR TITLE 29 1910-1200. This product contains a component suspected of causing cancer. However, it is in a non-respirable form and inhalation is unlikely to occur from exposure. This classification is relevant when exposed to dust or powder form only (e.g. sanding, grinding).

Classification Symbol(s) of Product: No GHS Symbols Exist

Signal Word: NA

Immediate health, physical,
and environmental hazards:

The environmental properties of this product present a low environmental hazard. This product, when used under reasonable conditions and in accordance with the Ennis-Flint directions for use, should not present a health hazard. However, use or processing of the product in a manner not in accordance with the product's directions for use may affect the performance of the product and may present potential health and safety hazards.

Potential Health Effects:

See Section 11 for more information

Primary Route of Entry:

Not Applicable

Skin Contact:

Not relevant for cold product. Molten or heated thermoplastic material can cause serious burns to unprotected skin. Immediately immerse in or flush area with large amounts of cold water. Do not attempt to remove product from skin. Get prompt medical attention.

Eyes:

Not relevant for cold product. For contact with molten material or if exposed to excessive levels of dust created by cutting, sanding, grinding or machining, immediately flush eyes with plenty of water for at least 15 minutes.

Inhalation:

Not relevant for cold product. If exposed to excessive levels of dust or fumes, Remove to fresher air and get medical attention if symptoms develop.

Ingestion:

Do not induce vomiting. Give milk or water. Get medical attention.

Chronic:

None known

Section 3: COMPOSITION INFORMATION

Component Name	CAS #	% Composition
Titanium Dioxide	13463-67-7	<15%

Section 4: FIRST AID MEASURES

Inhalation:	If exposed to excessive levels of dust created by cutting, sanding, grinding or machining or fumes, remove to fresher air and get medical attention if symptoms develop.
Eyes:	For contact with molten material or if exposed to excessive levels of dust created by cutting, sanding, grinding or machining, immediately flush eyes with plenty of water for at least 15 minutes.
Skin:	For contact with molten material, immediately immerse in or flush area with large amounts of cold water. Do not attempt to remove product from skin. Get prompt medical attention.
Ingestion:	Do not induce vomiting. Give milk or water. Get medical attention.

Section 5: FIRE FIGHTING MEASURES

Flash Point:	500° F
Auto-ignition Temperature:	Not Determined
Limits of Flammability:	LEL: Not Determined UEL: Not Determined
Extinguishable Media:	Water, Water Spray, Dry Chemical, Foam or CO2
Special Fire & Unusual Hazards:	Fire fighters should wear self-contained breathing apparatus in the positive pressure mode with full-face piece when there is the possibility of exposure to smoke, fumes or hazardous decomposition products. The application of high velocity water will spread the burning material. May emit toxic fumes when burning.

Section 6: ACCIDENTAL RELEASE MEASURES

Accidental Release Measures:	Collect or scrape up. Allow molten hot materials to solidify.
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Section 7: HANDLING AND STORAGE

Handling:	Avoid skin contact with molten or heated thermoplastic material at all times Practice good personal hygiene. Avoid breathing of dust created by cutting, sanding, grinding or machining. This product is considered to be an article which does not release or otherwise result in exposure to a hazardous chemical under normal use conditions.
Storage:	Store in a cool dry place.

Section 8: EXPOSURE CONTROLS / PERSONAL PROTECTION

Personal Protection: Leather or equivalent protective gloves are recommended. Protective work clothes that cover skin and industrial work shoes. Practice good personal hygiene.

Under normal use conditions, airborne exposures are not expected to be significant enough to require respiratory protection. Avoid breathing of dust created by cutting, sanding, grinding or machining.

Use with appropriate local exhaust ventilation. Provide appropriate local exhaust for cutting, grinding, sanding or machining. Use general dilution ventilation and/or local exhaust ventilation to control airborne exposures to below Occupational Exposure Limits and/or control dust, fume, or airborne particles. If ventilation is not adequate, use respiratory protection equipment.

Section 9: PHYSICAL AND CHEMICAL PROPERTIES

Boiling Point:	Not Applicable	Solubility in Water:	Not soluble
Melting Point:	226° F - 248° F	Specific Gravity:	1.9 – 2.0
Vapor Pressure @ 20C:	Not Applicable	Evaporation Rate:	Not Applicable
Vapor Density:	Not Applicable	Odor:	No distinguishable
Appearance:	Solid Plastic Sheet		

Section 10: STABILITY AND REACTIVITY

Stability: Material is stable.

Hazardous Decomposition Products: This product is not a hazardous chemical as defined by the OSHA Hazard Communication Standard, CFR TITLE 29 1910-1200. However thermal processing and decomposition fumes from this product may be hazardous.

Hazardous Polymerization: Will not occur

Section 11: TOXICOLOGY INFORMATION

This product, as packaged, is an article and does not meet the requirements of a hazardous chemical as defined by the OSHA Hazard Communication Standard, CFR TITLE 29 1910-1200.

Section 12: ECOLOGICAL INFORMATION

This substance does not leach metals or other RCRA (Resource Conservation and Recovery Act) listed TCLP (Toxic Characteristic Leaching Procedure) hazardous substances at concentrations that would make the product a hazardous waste.

Section 13: DISPOSAL CONSIDERATIONS

Waste Disposal Method: Handle disposal of waste material in a manner which complies with local, state, province, and federal regulations.

Landfill if solidified or incinerate at agency approved waste-disposal facility

Section 14: TRANSPORTATION INFORMATION

U.S. Department of Transportation Proper Shipping Name: Pavement Markings

UN Number: Not regulated

ADR/RID Class: Not regulated

IMDG/GGV See Class: Not regulated

Marine Pollutant: Not a Marine Pollutant

ICAO/IATA Class: Not regulated

Section 15: REGULATORY INFORMATION

Contact Ennis-Flint for more information.

Section 16: OTHER INFORMATION

NFPA Hazard Classification

Health: 0 Flammability: 1 Reactivity: 0 Special Hazards: None

Issue Date: 04/01/2010

Revised Date: 04/04/2016

Version Number: 3

Revision Note: Updated to GHS format, expand section 14.

Contact Ennis-Flint for more information.

The information on this sheet corresponds to our present knowledge. It is not a specification and it does not guarantee specific properties. The information is intended to provide general guidance as to health and safety based upon our knowledge of the handling, storage, and use of the product. It is not applicable to unusual or non-standard uses of the product where instructions and recommendations are not followed. Any use of the product not in conformance with this SDS or in combination with any other product or process is the responsibility of the user.

Exhibit C

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises—Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k	\$ 1 mil
	Personal Injury		
BUSINESS AUTO LIABILITY COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <i>If exempt: State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS (each accident)	STATUTORY \$ 100 k	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input type="checkbox"/> POLLUTION LIABILITY OR ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS	(each accident)		
	Extended coverage period		
<input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
<input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10 k	Completed Value form
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES BROWARD COUNTY AND CITY ARE LISTED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY.			
REFERENCE:			
CERTIFICATE HOLDER:			
Broward County 115 South Andrews Avenue Fort Lauderdale, FL 33301			

Revised 2013