

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, APRIL 24, 2018 - 7:00 PM

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH REGARD TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL ONE HUNDRED DOLLARS (\$100.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK'S OFFICE, 100 W. DANIA BEACH BOULEVARD, DANIA BEACH, FL 33004, (954) 924-6800 EXTENSION 3624, AT LEAST 48 HOURS PRIOR TO THE MEETING.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

- A. PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
 - B. IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
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- 1. CALL TO ORDER/ROLL CALL**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS AND SPECIAL EVENT APPROVALS**
- 4. PROCLAMATIONS**
- 5. CITIZEN COMMENTS**

Addressing the Commission: Comments by Dania Beach citizens, or other interested parties that are not part of the regular agenda, may be made during each Commission meeting during the period set aside for "citizen comments." A thirty (30) minute "citizen comments" period shall be designated on the agenda for citizens and interested persons to speak on matters not scheduled on that day's agenda. Each speaker shall be limited to 3 minutes for his or her comments. Persons desiring to speak during the citizen comment period shall inform the City Clerk prior to the beginning of the meeting of their intention to speak. If more than 10 speakers express a desire to speak, the Commission shall determine, on a meeting by meeting basis, whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

- 6. PUBLIC SAFETY REPORTS**
- 7. CONSENT AGENDA**

1. Minutes:

Approve Minutes of April 10, 2018 City Commission Meeting

2. Travel Requests: None

3. RESOLUTION NO. 2018-059

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR ENVIRONMENTAL PERMITS TO BE OBTAINED AND PROFESSIONAL SERVICES PROVIDED BY THE CHAPPELL GROUP, INC. FOR FISCAL YEAR 2017-2018, ENDING SEPTEMBER 30, 2018, INCLUSIVE OF EXISTING PURCHASES THAT MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2018-060

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE CHANGE ORDER NO. 2 IN THE AMOUNT OF SEVEN THOUSAND NINE DOLLARS AND SIXTY CENTS (\$7,009.60) WITH DP DEVELOPMENT OF THE TREASURE COAST, INC. FOR THE OASIS XIII NEIGHBORHOOD IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION NO. 2018-061

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE SERVICES FROM ASPHALT PAVING SYSTEMS, INC., AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH THE CORPORATION, RELATING TO MICROSURFACING AND ASPHALT REPAIR OF SELECTED LOCAL CITY STREETS, BY UTILIZING THE PRICING UNDER THE CITY OF LARGO, FLORIDA, CONSTRUCTION CONTRACT FOR PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION (BID NO. 17-C-589 WITH ASPHALT PAVING SYSTEMS, INC. DATED APRIL 4, 2017 WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS FOR SUCH SERVICES, WHICH SHALL NOT EXCEED AN AMOUNT OF TWO HUNDRED FORTY TWO THOUSAND ONE HUNDRED FIFTEEN DOLLARS AND THIRTY CENTS (\$242,115.30); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. ORDINANCE NO. 2018-008

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING SECTION 8, ENTITLED "SEAL" OF PART I,

“THE MUNICIPALITY OF THE CITY OF DANIA BEACH”, ARTICLE I, ENTITLED “GENERAL PROVISIONS”, OF THE CITY CHARTER TO DESIGNATE THE NEW OFFICIAL SEAL OF THE CITY, AS AUTHORIZED BY FLORIDA STATUTES, SECTION 165.043, ENTITLED “OFFICIAL COUNTY OR MUNICIPAL SEAL”; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

1. RESOLUTION NO. 2018-062

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-123-17) AS SUBMITTED BY BARI DRORE, FOR THE APPLICANT DRORE SPEC HOMES LLC, FOR THE DEVELOPMENT OF THE PROPERTY LOCATED AT 3260 SW 44TH ST, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

10. DISCUSSION AND POSSIBLE ACTION

11. COMMISSION COMMENTS

1. Commissioner Brandimarte
2. Commissioner Grace
3. Commissioner Salvino
4. Vice-Mayor Harris
5. Mayor James

12. APPOINTMENTS

1. Marine Advisory Board

13. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders

Tuesday, May 8, 2018 - 5:30 p.m.
Tuesday, May 8, 2018 - 7:00 p.m.
Tuesday, May 22, 2018 - 7:00 p.m.

CRA Board Meeting
City Commission Meeting
City Commission Meeting

14. ADJOURNMENT

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, APRIL 10, 2018 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 7:00 p.m.

Present:

Mayor:	Tamara James
Vice-Mayor:	Bill Harris
Commissioners:	Chickie Brandimarte
	Bobbie H. Grace
	Marco A. Salvino, Sr.
City Manager:	Robert Baldwin
City Attorney:	Thomas Ansbro
City Clerk:	Thomas Schneider

2. Moment of Silence and Pledge of Allegiance

Mayor James called for a moment of silence followed by the Pledge of Allegiance to the United States Flag.

3. Presentations and Special Event Approvals

- 3.1 Special Event Request from the Community Redevelopment Agency for the "Dania Beach 2018 Arts and Seafood Celebration", to be held on May 19-20, 2018, at Frost Park from 11:00 a.m. - 8:00 p.m. on Saturday and from 11:00 a.m. - 6:00 p.m. on Sunday. The applicant is requesting BSO Police and Fire Services, and road closures for Fronton Boulevard from N.E. 2nd Street to N.E. 1st Street.

Commissioner Grace motioned to approve the Special Event request for the 2018 Arts and Seafood Celebration; seconded by Commissioner Salvino. The motion carried unanimously.

4. Proclamations

There were no proclamations at this meeting.

5. Citizen Comments

Emmanuel George, 17 NE 2nd Avenue, Apt. 106, spoke in support of establishing an historical site in Dania Beach to preserve our history.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity in the City, Get to Know BSO events on April 18th and May 17th, and the recent Shred-a-thon and Operation Medicine Cabinet. The Law Enforcement Special Olympics sports run will be held April 25th.

Commissioner Grace questioned how the BSO Substation works because residents have come there and the door is locked; there is no phone number to contact someone. She thought someone was supposed to be stationed there.

Captain Marks responded both stations are 24/7; if someone is not present due to a high volume of calls for service, there are call boxes to reach downtown dispatch and a deputy will be right there.

Commissioner Salvino said he has noticed lately that BSO is responding often to the Motel 6 on Dania Beach Boulevard. He questioned whether the Nuisance Abatement Board could do something about the situation.

City Attorney Ansbro reviewed the statute for use of the Nuisance Abatement Board; he will meet with Captain Marks to see if the problem warrants bringing back the Board.

Sean Brown, Battalion Chief, BSO Fire Rescue, spoke of the Sound the Alarm initiative and noted it is scheduled for April 28 from 10:00 a.m. to noon. He also noted they are looking for volunteers and gave contact information.

7. Consent Agenda

7.1 Minutes:

Approve Minutes of March 27, 2018 City Commission Meeting

7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #2018-048

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FOR USE OF TEMPORARY DEBRIS MANAGEMENT SITES AND OTHER RELATED SERVICES THROUGH NOVEMBER 20, 2022, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

7.4 RESOLUTION #2018-049

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO A PURCHASE AND SALE AGREEMENT ON BEHALF OF THE CITY OF DANIA BEACH WITH JOYCE M. TINGLOF TRUSTEE, FOR THE PURCHASE OF THE PROPERTY LOCATED AT 705 SW 12TH AVENUE IN THE CITY, FOR A PURCHASE PRICE OF TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$225,000.00), SUBJECT TO CERTAIN TERMS AND CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.5 RESOLUTION #2018-050

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR THE 43RD YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE APPROXIMATE AMOUNT OF ONE HUNDRED FIFTY THOUSAND FIVE HUNDRED THIRTY SIX DOLLARS (\$150,536.00) TO PROVIDE FUNDING FOR AN OASIS XIV STREETScape PROJECT ALONG SOUTHEAST 13TH STREET, SOUTHEAST 13TH TERRACE AND SOUTHEAST 14TH STREET BETWEEN FEDERAL HIGHWAY AND SOUTHEAST 2ND AVENUE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.6 RESOLUTION #2018-051

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR THE 44TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN THE APPROXIMATE AMOUNT OF ONE HUNDRED FORTY NINE THOUSAND THREE HUNDRED TWENTY SIX DOLLARS (\$149,326.00) TO PROVIDE FUNDING TO THE CITY FOR THE SOLAR STREET LIGHTING PROJECT IN ELIGIBLE AREAS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.7 RESOLUTION #2018-052

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY VARIOUS CITY DEPARTMENTS FOR SERVICES PURCHASED FROM PUBLIC UTILITY MANAGEMENT PLANNING SERVICES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR FISCAL YEAR 2017-2018 (ENDING SEPTEMBER 30, 2018), THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.8 RESOLUTION #2018-053

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO USE AVAILABLE PRICING PROVIDED UNDER THE CITY OF DANIA BEACH INVITATION TO BID ("ITB") NO. 17-004 FOR A CITYWIDE SOLAR LIGHT INSTALLATION PROJECT WITH SAGARIS CORP IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY ONE THOUSAND DOLLARS (\$141,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.9 RESOLUTION #2018-054

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A WORK ORDER FOR PUBLIC UTILITY MANAGEMENT AND PLANNING SERVICES TO DEVELOP A PLAN FOR PRODUCTION OF WATER SUPPLY, WATER USE PERMITTING, AND ANCILLARY WORK IN AN AMOUNT NOT TO EXCEED NINETEEN THOUSAND FIVE HUNDRED DOLLARS (\$19,500.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Grace motioned to adopt the Consent Agenda; seconded by Commissioner Salvino. The motion carried unanimously.

8. Bids and Requests for Proposals

8.1 RESOLUTION #2018-055

A RESOLUTION OF THE CITY COMMISSION OF THE CITY DANIA BEACH, FLORIDA PERTAINING TO THE PARKS AND RECREATION DEPARTMENT TEN YEAR MASTER PLAN REQUEST FOR PROPOSAL (RFP NO. 18-003) BID REVIEW COMMITTEE FINDINGS AND CITY COMMISSION AUTHORIZATION TO AWARD A CONTRACT TO _____; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Manager Baldwin noted we only received two responses and both are qualified. The proposers are present and will give a presentation if the Commission desires.

Commissioner Grace expressed displeasure with the process of filling the Parks & Recreation Director position.

The Commission asked for presentations and that each firm leave the room when the other firm is presenting.

Alfredo Sanchez, Bermello Ajamil & Partners, Inc. introduced Randy Hollingworth, Project Manager, who gave a presentation, which is attached to these minutes.

Commissioner Grace questioned the skateboard park at Frost Park and possibly re-surfacing and covering the basketball court at CW Thomas Park.

Mr. Hollingworth addressed the possibilities for the existing parks.

Michael Kroll, Miller Legg, gave a PowerPoint presentation, which is attached to these minutes.

Commissioner Grace asked if they looked at our parks and what they saw for Frost Park regarding the skate park, and the CW Thomas Park basketball court.

Mr. Kroll spoke about the liability of the skate park; if there is a high demand for it, modifications could be made. The intent of the Master Plan is to understand what the concerns are.

Commissioner Grace said she was impressed with both presentations.

Commissioner Brandimarte noted she was leaning more toward one than the other because of their vision, which is hers, regarding the basketball court. One presentation was too technical; she wants to know what their vision is for our children for our parks and wants to see a lot of life in these parks.

Mayor James said this is her baby because this is something she asked the City Manager to do. She grew up in parks and recreation, and sports taught her a lot. This Commission is a visual Commission; one presentation gave more of a visual conception than the other. She noted she favors Bermello.

Commissioner Grace agreed with Commissioner Brandimarte and Mayor James.

Commissioner Grace motioned to adopt Resolution #2018-055, awarding the contract to Bermello Ajamil & Partners, Inc.; seconded by Commissioner Brandimarte.

City Attorney Ansbro noted this is to begin negotiation for price and type of work with the successful bidder.

The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	Yes		

City Attorney Ansbro read the title of Resolution #2018-055 with the name Bermello Ajamil & Partners, Inc. in the title.

9. Public Hearings and Site Plans

9.1 ORDINANCE #2018-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, ENTITLED "ADMINISTRATION", ARTICLE VI, ENTITLED "MARINE ADVISORY BOARD", OF THE CITY CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

City Attorney Ansbro read the title of Ordinance #2018-007.

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner Grace motioned to adopt Ordinance #2018-007, on second reading; seconded by Vice-Mayor Harris. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
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Commissioner Grace
Commissioner Salvino

Yes
Yes

Mayor James

Yes

9.2 ORDINANCE #2018-005

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, OF THE "LAND DEVELOPMENT CODE," OF THE CITY'S CODE OF ORDINANCES BY AMENDING ARTICLE 110 "USE REGULATIONS FOR COMMERCIAL AND MIXED-USE DISTRICTS" TO ADDRESS REQUIREMENTS TO ALLOW OUTDOOR SEATING; AMENDING ARTICLE 115 "SCHEDULE OF PERMITTED USES" TO ADDRESS USES CONCERNING AUTOMOBILES AND STORAGE FACILITIES IN CERTAIN ZONES; AMENDING ARTICLE 302 "DETAILED USE REGULATIONS" TO ADDRESS SPECIAL EXCEPTION USES AND PERMITTED USES FOR CIVIC AND INSTITUTIONAL USES, GENERAL COMMERCIAL USES, RESTRICTED COMMERCIAL USES, AND INDUSTRIAL USES; AMENDING ARTICLE 303 "DISTRICT DEVELOPMENT STANDARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; FURTHER PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

City Attorney Ansbro read the title of Ordinance #2018-005.

Corinne Lajoie, Planning & Zoning Manager, reviewed the changes made to the Neighborhood Mixed-Use district that were requested by the Commission at first reading.

Mayor James noted she has issues with the last three uses in a residential area: automobile sales showroom, marine equipment sales showroom; indoor sales/storage/display of lumber and building materials and outdoor garden supplies; and warehouse (including self-storage warehouse) industrial, or manufacturing use.

Planning & Zoning Manager Lajoie said we can make striking of those uses a condition of approval and remove them from the ordinance.

Mayor James questioned exhibit/event space.

Planning & Zoning Manager Lajoie explained it is like an event venue type of place and is usually in large spaces, such as in warehouses. She clarified warehouse is for goods, whereas an event space is for people; the event space is a special exception use so it will be looked at when it is proposed.

Commissioner Salvino questioned if this would result in warehouses no longer being allowed to be built in mixed-use, and empty lots in that area would not be able to have warehouses on them.

Planning & Zoning Manager Lajoie noted existing uses that are licensed would be allowed to continue; this would prevent future warehouses.

Mayor James said she is asking that these uses not be allowed in the residential areas; we have a lot of warehouses that are unoccupied which could be occupied instead.

Vice-Mayor Harris asked about the trend in urban areas toward food halls. Planning & Zoning Manager Lajoie said we have not had that sort of request; this would be more as a restaurant because of the food service.

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner Grace motioned to adopt Ordinance #2018-005, with the removal of the last three uses listed, on second reading; seconded by Commissioner Brandimarte. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	Yes		

9.3 RESOLUTION #2018-056

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE VARIANCE REQUEST (VA-002-18) SUBMITTED BY CHRIS HOLLEN ON BEHALF OF THE PROPERTY OWNER DDRM SHERIDAN SQUARE LLC FOR PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF SHERIDAN STREET AND SOUTHEAST 5th AVENUE, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-056, and advised staff recommends continuing the item until May 22, 2018.

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner Grace motioned to continue Resolution #2018-056 until the May 22, 2018 City Commission meeting at 7:00 p.m.; seconded by Commissioner Salvino. The motion carried unanimously.

9.4 RESOLUTION #2018-057

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE “OAKS PLACE PLAT” (PL-13-18) SUBMITTED BY BASELINE ENGINEERING AND SURVEYING, ON BEHALF OF BCD DANIA OAKS, LLC, FOR PROPERTY LOCATED AT 5461 TO 5525 SW 40TH AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

9.5 RESOLUTION #2018-058

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-15-18) SUBMITTED BY BCD DANIA OAKS, LLC, FOR PROPERTY LOCATED AT 5461 TO 5525 SW 40TH AVENUE IN THE CITY OF DANIA BEACH, FLORIDA AS LEGALLY DESCRIBED

IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-057 and Resolution #2018-058, and noted the applicant is requesting the items be continued until the May 8, 2018 meeting.

Mayor James opened the Public Hearings. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearings.

Commissioner Grace motioned to continue Resolution #2018-057 and Resolution #2018-058 until the May 8, 2018 City Commission meeting at 7:00 p.m.; seconded by Vice-Mayor Harris . The motion carried unanimously.

10. Discussion and Possible Action

There were no discussion items on this agenda.

11. Commission Comments

11.1 Commissioner Brandimarte

Commissioner Brandimarte commented on what she said during discussion of item 8.1.

11.2 Commissioner Grace

Commissioner Grace shared her reflections on the 50th anniversary of Dr. Martin Luther King’s death.

11.3 Commissioner Salvino

Commissioner Salvino had no comments.

11.4 Vice-Mayor Harris

Vice-Mayor Harris noted the extension of the contract for the auditor was voted on unanimously by the Commission and to his knowledge it is not yet done.

City Attorney Ansbro noted the auditor has asked for an additional \$6,000 per year for the two years the Commission requested. He has a renewal drawn up but the Commission needs to vote on the additional funding.

Roderick Harvey, HCT, explained why they do not consider it an increase, and reviewed their original RFP prices and increase over the term of the contract. He noted they were asked to restructure their pricing so that some of the single audit program and SRF were at a higher price and then they lowered the base price. Over the years the pricing has been about the same.

City Attorney Ansbro reviewed the yearly payments to HCT over the contract term, and said to extend the renewal means it is either \$42,250.00 or it is increasing \$6,000.00 per audit per year, for a total of a \$12,000.00 increase.

Commissioner Brandimarte said she does not want to vote on anything until she gets an answer whether or not it is legal to extend the contract. This is the wrong thing to do; she will not vote on anything that is illegal. She would like to tell the City Manager to not sign anything that is illegal; she would advise him to allow the Mayor to sign it. She noted she should have voted no the first time because of the question of legality and feels it should be brought up to another vote.

Commissioner Grace commented we will have to vote on the \$12,000 increase. She said she is impressed with the way HCT has worked with the Finance Department in being astute and not sugar coating anything. She is comfortable and she believes in doing what she thinks is right; this is not out of the ordinary.

Commissioner Grace motioned to extend the contract and approve the additional \$12,000.00; seconded by Vice-Mayor Harris.

Commissioner Salvino noted this is making him uncomfortable, and asked City Attorney Ansbro to tell us yes or no, the right way to do this.

City Attorney Ansbro recommended that the Commission wait on renewing this contract until we get the Attorney General's opinion. He noted he has designed the extension so we will be able to get out of it.

Mayor James questioned why we went down in payment.

Mr. Harvey explained there was additional work HCT had to do because one of their employees was hired by the City; the next year they were asked to restructure. He addressed the three elements to their contract: the base audit, the single audit, and SRF, and their associated costs.

Mayor James asked when we hired someone from HCT.

Mr. Harvey responded the City hired their employee while they were doing the audit and paid for the additional work that was required because of the hire and the timing.

The motion carried on the following 3-2 Roll Call vote:

Commissioner Brandimarte	No	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	No		

Vice-Mayor Harris commented the 3-way stop sign on Bryan Road is in place for the duration of the construction.

Vice-Mayor Harris noted there will be a BSO Driveway Initiative at his house on May 17th at 6:30 p.m.

Vice-Mayor Harris reported he is getting complaints about speeding on SE 3rd Terrace, which is the street that runs up in front of Dania Elementary School. He questioned if we could budget for traffic calming or a roundabout.

11.5 Mayor James

Mayor James noted she does not like what she just heard with regard to the auditor discussion; we are not being transparent and she does not like that.

Mayor James thanked Commissioner Grace for being a chaperone for 50 plus kids on an ice skating outing.

Mayor James noted we are a growing City and wants to make sure we are thinking forward. She was asked to figure out the capacity of our schools; Collins is over capacity and our other two schools are borderline. She does not have luck with the school board, so we have to think of alternatives or options. We have to act now, otherwise our kids will not have any place to go. She has no faith that the school board will help our schools on the east side of Broward County. We need to be open minded in addressing these issues; in the future, we will have a lot more residents and students here.

12. Appointments

12.1 Dania Beach Housing Authority

1 Person to fill the remaining term for Merita Mitchell through May 31, 2019

Commissioner Salvino noted Ms. Mitchell's daughter expressed interest in filling the vacancy.

Mayor James appointed Ivie Cure to fill the remaining term of Merita Mitchell.

Mayor James motioned to approve the appointment; seconded by Commissioner Grace. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	Yes		

12.2 Marine Advisory Board

There was discussion regarding the way to proceed in reducing the membership to 10 members.

Commissioner Salvino noted no one member is consistently absent from the meetings, which makes it difficult to remove two members in order to bring the number to 10. He questioned using them as alternates, and discussion ensued about creating alternate positions on the board.

The Commission consensus was to table this until the April 24th meeting so that Commissioners could ask their appointees if they would be willing to drop off the board.

13. Administrative Reports

13.1 City Manager

City Manager Baldwin noted he distributed a projects status report to the Commission, a copy of which is attached to and incorporated in these minutes.

City Manager Baldwin thanked the Commission for approving the purchase of the quadplex. He noted we own the former Smith property and there is one vacant lot that the owner has not agreed to sell, but we are trying to acquire it.

13.2 City Attorney

City Attorney Ansbro had no comments.

13.3 City Clerk - Reminders

Tuesday, April 24, 2018 - 7:00 p.m.

Tuesday, May 8, 2018 - 5:30 p.m.

Tuesday, May 8, 2018 - 7:00 p.m.

City Commission Meeting

CRA Board Meeting

City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 8:38 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR ENVIRONMENTAL PERMITS TO BE OBTAINED AND PROFESSIONAL SERVICES PROVIDED BY THE CHAPPELL GROUP, INC. FOR FISCAL YEAR 2017-2018, ENDING SEPTEMBER 30, 2018, INCLUSIVE OF EXISTING PURCHASES THAT MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Funding for the additional scope for services to be provided by The Chappell Group, Inc. is available and will be appropriated from the Marina Fund Contingency Account 406-72-09-575-99-10 to the Marina Fund Professional Services Account 406-72-09-572-31-10 in the amount of Twenty Four Thousand Four Hundred Twenty Two Dollars and Forty Four Cents (\$24,422.44).

Exhibits Attached

chappell Group memo cd changes, R-2018- Chappell Group Dredge Permitting Exceeding 25K - FINAL, Chappell Dredge Permitting Proposal 2018.006



City of Dania Beach

Parks and Recreation

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) - 923-6813 (fax)

MEMORANDUM

TO: Honorable Mayor & Commissioners

THROUGH: Robert Baldwin, City Manager

FROM: Hakeem Ismail, Acting Director

DATE: April 12, 2018

SUBJECT: Dredge Permitting Bidding Assistance, Construction Observation and Post Construction Bethnic Survey at the Marina

The City has been contracting with The Chappell Group since April 2017 to performing studies, consulting services, and providing permitting and grant application assistance for necessary dredging work at the Dania Beach Marina.

In Fiscal Year 2018, the City has an outstanding purchase order for \$15,067.64 for grant application assistance. However, there is an additional proposal in the amount of \$24,442.44 for dredge permitting bidding assistance, construction observation and a post construction bethnic survey at the Marina which exceeds the City \$25,000.00 annual threshold to a single vendor.

Parks and Recreation is now bringing forth this resolution to seek permission to exceed the annual vendor threshold of \$25,000.00.

Parks and Recreation recommends a transfer from contingency in the amount of \$24,442.44. Transfer of funds will be made from the Marina Fund Contingency Account No. 406-72-09-575-99-10 to Marina Fund Professional Services Account No. 406-72-09-575-31-10.

Parks and Recreation is also requesting to waive the requirement of obtaining two additional quotes based on the reasonableness of the quotations from the Chappell Group and thier ongoing engagement with the project.

Parks and Recreation Department recommends approval of the resolution to exceed the annual vendor threshold of \$25,000.00 and authorizing the use of \$24,442.44 from the Marina Fund Contingency Account.



City of Dania Beach

Parks and Recreation

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) - 923-6813 (fax)

Attachments: City Manager Memo Approving Study

CC: Nicki Satterfield, Finance Director

RESOLUTION NO. 2018-059

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR ENVIRONMENTAL PERMITS TO BE OBTAINED AND PROFESSIONAL SERVICES PROVIDED BY THE CHAPPELL GROUP, INC. FOR FISCAL YEAR 2017-2018, ENDING SEPTEMBER 30, 2018, INCLUSIVE OF EXISTING PURCHASES THAT MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold at Twenty Five Thousand Dollars (\$25,000.00) for a vendor each fiscal year; and

WHEREAS, the City Manager has authorized previous services to be performed by The Chappell Group, Inc. in the amount of Fifteen Thousand Sixty Seven Dollars and Sixty Four Cents (\$15,067.64) for assistance with the Florida Inland Navigation District Waterway Assistance Program; and

WHEREAS, the City has determined that the northern basin of the marina is extremely shallow at low tide, making operation of a vessel either difficult or impossible and dredging of the basin is therefore a priority; and

WHEREAS, it has been determined that dredge permitting for environmental services must be performed at a total estimated proposed cost of Twenty Four Thousand Four Hundred Twenty Two Dollars and Forty Four Cents (\$24,422.44) which will bring the annual vendor total over Twenty Five Thousand Dollars (\$25,000.00); the dredge permitting price proposal that was submitted by The Chappell Group is attached as Exhibit "A"; and

WHEREAS, the Parks and Recreation Department is seeking to waive the three (3) written quotes required by the City's procurement policy;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "Whereas" clauses are approved and incorporated into this Resolution by this Reference.

Section 2. That the City Commission authorizes the obtaining of professional services from The Chappell Group, Inc., which will exceed the annual Twenty Five Thousand Dollar (\$25,000.00) purchase threshold for a single vendor

Section 3. That the proper City officials are authorized to execute the necessary documents with The Chappell Group, Inc. to obtain environmental permits and perform related services for the dredging of the northern basin of the City marina for an additional amount not to exceed Twenty Four Thousand Four Hundred Twenty Two Dollars and Forty Four Cents (\$24,422. 44).

Section 4. That all Departments' purchases from The Chappell Group, Inc. shall be subject to and made within the respective Departments' approved level of their respective annual budget appropriations and in accordance with the City's procurement policy.

Section 5: That funding for the additional scope for services to be provided by The Chappell Group, Inc. is available and will be appropriated from the Marina Fund Contingency Account 406-72-09-575-99-10 to the Marina Fund Professional Services Account 406-72-09-572-31-10 in the amount of Twenty Four Thousand Four Hundred Twenty Two Dollars and Forty Four Cents (\$24,422.44).

Section 6. That the City Manager and City Attorney are authorized to make minor revisions to such documents as are deemed necessary and proper for the best interests of the City.

Section 7. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 8. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on April 24, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



January 9, 2018

Mr. Mark T. Felicetty,
Director of Parks & Recreation
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

RE: DANIA BEACH MARINA
Dredge Permitting
TCG Project No. 11-0020.003
TCG Proposal No. 2018.006

Dear Mr. Felicetty:

The Chappell Group, Inc. (TCG) is pleased to provide you with the following proposal for professional Environmental Services pertaining to the above-referenced project:

I. ENVIRONMENTAL SERVICES

1.1 Bidding Assistance (Task No. 1130)

Prepare bid specifications and final plans for submittal to Client for bid pricing on the permitted dredging area. Coordinate with contractors, attend pre-bid meetings if requested, and prepare responses to bid. Review bids and tabulate for Client with a formal recommendation of award.

Lump Sum\$7,111.18

1.2 Construction Observation (Task No. 1120)

Prepare notice of commencement forms and submit to agencies prior to construction. Attend preconstruction meeting with Florida Department of Environmental Protection and contractor. Conduct site observations as necessary during construction of the proposed dredging to review for construction compliance with approved permits and turbidity requirements. Prepare inspection reports and punchlists for submittal to Client and contractor for review. Review asbuilts of dredging by contractor and submit to agencies upon completion of project. Attend meetings with contractor, and Client when requested.

Lump Sum\$13,978.53

Initial for Acceptance MB _____

FEB 14 2018

By: MB

1.3 Post Construction Benthic Survey (Task No. 1030)

Conduct post construction benthic survey as required by the permits of the submerged bottoms adjacent to the construction to locate any benthic resources in the adjacent basin. The seagrass survey must be performed from April 1 – August 31 as required by regulatory agencies. Surveys conducted outside of the acknowledged seagrass growing season may be subject to agency review and verification at the start of the next growing season. Prepare summary report of findings.

Lump Sum.....\$3,132.73

Reimbursables.....\$200.00

Scope of Services

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work", subject to the fees hereinafter set forth. The terms hereof shall be construed in favor of the firm and all inferences and implications shall be deemed to be for the benefit of the firm. In reviewing this proposal for professional services, it should be understood that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask that the Client recognize that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "Hourly Fee Schedule" section of this proposal or we can provide you with a separate proposal should the scope so indicate.

Hourly Fee Schedule

See Exhibit B.

Hourly work will be billed at our current prevailing rates; however, these are subject to change due to increasing labor and material costs. No notice of change in prevailing rates shall be required.

Initial for Acceptance  _____

Lump Sum Fees

The Lump Sum Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the work on any item to which a lump sum fee shall apply is not commenced within said period, the firm reserves the right to terminate this Agreement as it relates to said item. No prior notice of such adjustment shall be required.

Cost Estimates

In that our firm does not have control over the cost of labor and materials, or over competitive bidding and marketing conditions, the estimates of construction costs provided by our firm will be made on the basis of our experience and qualifications, but our firm does not guarantee the accuracy of the estimates of probable cost as compared to the contractor's bids. The firm recommends that you consult with the other professionals which you have employed in connection with the project.

Ownership of Documents

All documents including, but not limited to, drawings and specifications prepared in connection with the project constitute the work product of the firm and a portion of the instruments of service with respect to the project. Such documents and/or specifications constitute a portion of the integral services provided by the firm and, as such, are not intended or represented to be suitable for reuse by you or others or for extensions of the project or in connection with any other project. The firm specifically disclaims any responsibility and/or liability for or in connection with the reuse of such documents and/or specifications or any use thereof beyond the scope of the Project as set forth herein. By your execution of this proposal, you agree to indemnify and hold the firm harmless from all claims, damages, losses and expenses including, but not limited to, attorney's fees arising out of or resulting from the reuse or extended use of such documents or specifications.

Permits and Approvals

The permits and agency approvals mentioned above are those known to us to be required for projects of this kind, and we will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. The Client is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, we will notify you and respond promptly to the requirement.

Construction Requirements

At the time that the firm is authorized by you to perform professional environmental services involving design plans and permits requiring approval by governmental agencies, the engineer of record will be required to provide certificates of compliance to those agencies with regard to the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for the firm to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be your responsibility to notify the firm of the commencement of any work so that the firm may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, the firm must also review the as-built drawings during and at the end of the construction period. All of the services described in this paragraph constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

Initial for Acceptance  _____

The firm shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project or the maintenance thereof. The firm is not a guarantor or insurer of the work of others and assumes no duty in connection therewith. In performing the services required of it, the firm will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the firm by virtue of the undertakings or of its performance of the service hereunder. Absent bad faith in the performance of the work hereunder, the firm shall not be liable for any damages resulting from misfeasance in the performance of any work with regard to the project. No person other than you shall have the right to rely on the expertise of the firm or the performance of the matters set forth herein. The firm reserves the right to record a memorandum hereof in the public records of the County.

The above stated services are the minimum level of services that the firm is obligated to perform. The firm currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

Permit Fees; Application Fees; Outside Consultant Fees

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid for by the Client. Should our firm find it absolutely necessary to advance fees for the Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

Direct Charges

Unless otherwise specified, the above service fees do not include the following direct charges:

1. Blue prints, mylars, Xeroxing, Postage, Federal Express, photographic services for enlargements, reductions, etc.: At Cost plus 10% handling charge.
2. All travel expenses including airfare, lodging, car rental, and fuel expenses: At Cost plus 10% handling charge.

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party.

Invoicing and Payment

Work will be invoiced at the end of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. Client shall notify firm within ten (10) days of receipt of invoice should invoice be found to be unacceptable. Any invoice for which firm is not so notified shall be deemed to be acceptable for purposes of payment by Client.

If payment is not received within 30 days of the invoice date, Consultant may terminate this agreement or suspend work under the agreement without further notice, and a late charge of one and one-half percent (1-1/2%) per month on outstanding balance shall accrue until delinquent balance is paid. Client agrees to pay all costs of collection, including reasonable Attorney fees, should such action be required.

Initial for Acceptance  _____

Client's Responsibilities

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish upon request by the firm the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include, but are not limited to, Phase I Environmental Site Assessments, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
3. The Client shall furnish upon request of the firm structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.
5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. In particular, Client shall be responsible for the safety of the General Public during construction.

Initial for Acceptance  _____

Acceptance

This proposal and fee schedules are based on acceptance within 30 days of the date of preparation. If not accepted by you within that time period, we reserve the right to re-evaluate the terms and conditions contained herein.

If the proposed work and fees contained herein are agreeable with you, please sign the enclosed copy of this letter and return same to our office. Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

THE CHAPPELL GROUP, INC.



Sarah Chappell
President

ACCEPTANCE OF PROPOSAL: The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined and the individual accepting this proposal will be personally liable for payment of services described in this proposal.

THIS PROPOSAL ACCEPTED BY:


Name & Title (Printed)

CITY OF DANIA BEACH
Firm Name

ROBERT BALDWIN CITY MANAGER
Signature

2-16-18
Date

Please provide Account Payables Contact Information below:

Name: TANIA STEVENS

Address: 100 W DANIA BEACH BLVD
DANIA BEACH FL 33004

Email: TSTEVENS@DANIA BEACH FL.GOV

Initial for Acceptance cf

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE CHANGE ORDER NO. 2 IN THE AMOUNT OF SEVEN THOUSAND NINE DOLLARS AND SIXTY CENTS (\$7,009.60) WITH DP DEVELOPMENT OF THE TREASURE COAST, INC. FOR THE OASIS XIII NEIGHBORHOOD IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo 2018 - DP Development OASIS XIII CO2 (Fin Review 04-04-18), R-2018- DP Development CO#2 for OASIS XIII, DP Change Order #2 R



City of Dania Beach

Department of Public Services

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6808 · (954) - 923-1109 (fax)

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services
Ronnie S. Navarro, P.E., Deputy Director/City Engineer

DATE: April 24, 2018

RE: DP Development Change Order No. 2 - OASIS XIII Neighborhood Improvement Project Final Close Out.

Background

The bids were advertised in August, 2017, and a mandatory pre-bid conference was held in on August 20, 2017. Bids were posted on the City's website, on demand-start and an advertisement was placed in the Sun-Sentinel

Bids were received on September 15, 2017. Please note that bids were delayed as a result of Hurricane Irma. The City received four responses, but the Bid Committee was advised that contractors were having issues getting bonds and certificates due to the storm. The lowest apparent bidder, DP Development of the Treasure Coast had two minor defects in their bid, a missing insurance certificate and a minor addition error, neither of which appear consequential or altered the bid order.

The Bid Committee recommended awarding the contract to the lowest bidder, DP Development of the Treasure Coast Inc. The Bid Committee also recommended awarding the base bid plus Alternate 1 – a sidewalk on the south side of the road.

The City Commission awarded the bid in an amount of \$153,580.80 to the lowest bidder DP Development with Resolution 2017-134; for the OASIS Neighborhood Improvement Project

The project is now nearing closeout. There were some minor changes to quantities for the pavers, headers and handicap ramps for a total of \$7,009.60 to complete the Oasis XIII Project. The only items left are the street signs and solar lights. Solar lights are due to be installed in April therefore; the final change order will need to be approved. Change Order #1 was just under the \$25,000 threshold to address the issues on NE 2nd Ave. The project will now exceed the \$25,000.00 threshold for minor changes needed to close out the project. As a result, Change Order No. 2 will need City Commission approval.

Recommendation

Public Service is recommending City Commission approval for DP Development of the Treasure Coast Inc. Change Order #2 in the amount of \$7,009.60 and to authorize and direct the City Manager to execute same. Funding will be appropriated from the Capital Projects OASIS XIII. Account No. 301-39-34-541-63-10. This will close the OASIS XIII Project resulting in a transfer of \$4,419.60 back to the General Fund.

RESOLUTION NO. 2018-060

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE CHANGE ORDER NO. 2 IN THE AMOUNT OF SEVEN THOUSAND NINE DOLLARS AND SIXTY CENTS (\$7,009.60) WITH DP DEVELOPMENT OF THE TREASURE COAST, INC. FOR THE OASIS XIII NEIGHBORHOOD IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, advertisements for bids were placed in local newspapers in August, 2017 for the OASIS XIII Neighborhood Improvement Project, and a mandatory pre-bid meeting was held on August 20, 2017; and

WHEREAS, the City of Dania Beach opened the sealed bids for the OASIS XIII Neighborhood Improvement Project on September 15, 2017 at 10:30 a.m.; and

WHEREAS, there were four bids that were submitted; and

WHEREAS, the apparent lowest bidder, DP Development of the Treasure Coast, Inc. had two minor defects in the bid consisting of a missing insurance certificate and a minor addition error, neither of which appeared consequential or altered the bid order; and

WHEREAS, the Bid Review Committee recommended to award the contract to DP Development of the Treasure Coast Inc.; and

WHEREAS, the City Commission awarded the bid in an amount of One Hundred Fifty Three Thousand Five Hundred Eighty Dollars and Eighty Cents (\$153,580.80) to the lowest bidder DP Development with Resolution 2017-134 for the Project; and

WHEREAS, The City Manager approved Change Order No. 1 in the amount of Twenty Four Thousand Four Hundred Ninety Dollars (\$24,490.00) that addressed issues on Northeast 2nd Avenue; and

WHEREAS, the Project is almost complete and a final project closeout change order needs to be issued; and

WHEREAS, the final change order will close out the OASIS XIII Project resulting in remaining funds of Four Thousand Four Hundred Nineteen Dollars and Sixty Cents (\$4,419.60);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS FOLLOWS:

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission approves Change Order No. 2 for DP Development of the Treasure Coast, Inc. for pavers, headers and handicap ramps in the amount of Seven Thousand Nine Dollars and Sixty Cents (\$7,009.60), and authorizes the City Manager to sign the change order.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to such documents as are deemed necessary and proper for the best interests of the City.

Section 4. That funding for DP Development of the Treasure Coast Change Order No. 2 is available and will be appropriated from the Capital Projects OASIS XIII Account No. 301-39-34-541-63-10.

Section 5. That the OASIS XIII Project is closed and remaining funds in the amount of Four Thousand Four Hundred Nineteen Dollars and Sixty Cents (\$4,419.60) will be returned to the General Fund.

Section 6. That all resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are repealed.

Section 7. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on April 24, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CHANGE ORDER

PAGE ONE OF 1

PAGES 2

TO OWNER:

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004

[CONTRACT FOR: City of Dania Beach, OASIS XIII CHANGE ORDER NO: 02

Distribution to:

☒ OWNER

☒ ENGINEER

☐ CONTRACTOR

FROM CONTRACTOR:

DP Development
1014 S Congress Ave
Palm Springs FL 33406

VIA CONSULTANT:

Public Utility Management & Planning Services
P. O. Box 221890
Hollywood, FL 33022-1890

CONTRACT DATE: 12/1/2017

PERIOD TO: March 20, 2018 FINAL

Approved by DP Development

CONTRACTOR'S CHANGE ORDER

CONTRACTOR:

By: Steven R Lawless - DPD, PM

Date: March 20, 2018



1. ORIGINAL CONTRACT SUM
2. Prior Changes
3. Net change by this Change Order No
4. REVISED CONTRACT AMOUNT (Line 1 ± 2 +3)

\$ 153,580.80
\$ 24,490.00
\$ 7,009.60
\$ \$185,080.40

CITY OF DANIA BEACH, a Florida
Municipal corporation

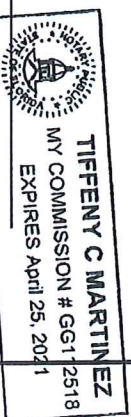
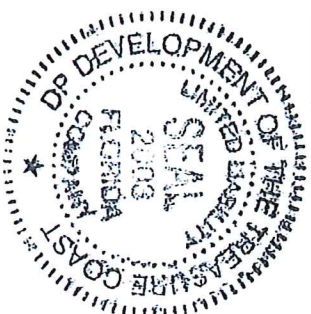
By: Robert Baldwin, City Manager

Authorized by action of City Commission of the City of Dania Beach on

2016.

Approved for Payment By:

X



DP Development				EXHIBIT "A"				PAGE		of 2
Address:				Change Order NO:				1		
City of Dania Beach, OASIS XIII				APPLICATION DATE:				1/11/2018		
Schedule of Values				PERIOD TO:				1/11/2018		
				ENGINEER'S PROJECT NO:				n/a		
A	B	Original		C		F		F		G
Oasis 13	DESCRIPTION OF WORK			DPDevelopment		UNIT		REVISED		
NE 1st				UNIT		PRICE		BUDGET		
ITEM		UNIT QTY	UNITS	TOTAL		REVISED				
NO.				BID						
1	Mobilization	1	LS	\$ 20,400.00	\$20,400.00	1	\$ 20,400.00	\$20,400.00	No Change	
2	Remove Sidewalks	50	LF	\$ 23.00	\$1,150.00	71	\$ 23.00	\$1,633.00	Measured value	
3	Permit Allowance	1	LS	\$2,500.00	\$2,500.00	0	\$2,500.00	\$0.00	Removed	
4	Permeable Pavers Bricks	896	SF	\$ 7.80	\$6,988.80	1,143	\$ 7.80	\$8,915.40	Measured value	
5	2 in 89 stone	50	tn	\$ 35.00	\$1,750.00	50	\$ 35.00	\$1,750.00	No Change	
6	12 in subbase	100	tn	\$ 105.00	\$10,500.00	128	\$ 105.00	\$13,440.00	Measured value	
7	Fillin riverrock pebbles	20	tn	\$ 44.00	\$880.00	20	\$ 44.00	\$880.00	No Change	
8	Header Curb 12 x 12 inch	384	LF	\$ 21.75	\$8,352.00	409	\$ 21.75	\$8,895.75	Measured value	
9	Sidewalk	600	LF	\$ 28.00	\$16,800.00	529	\$ 28.00	\$14,812.00	Measured value	
10	Driveway Removal	8	ea	\$ 475.00	\$3,800.00	8	\$ 475.00	\$3,800.00	No Change	
11	Crosswalk	9	ea	\$ 1,985.00	\$17,865.00	0	\$ 1,985.00	\$0.00	Removed- more work needed	
12	Oasis Signs	2	ea	\$ 1,500.00	\$3,000.00	2	\$ 1,500.00	\$3,000.00	Unit price	
13	Street Signs/stop	6	ea	\$ 1,860.00	\$11,160.00	8	\$ 1,860.00	\$14,880.00	Replace missing sign	
14	Sod, etc	1000	SY	\$ 4.20	\$4,200.00	1100	\$ 4.20	\$4,620.00	Unit price	
15	Handicapped ramps	6	Ea	\$ 1,035.00	\$6,210.00	11	\$ 1,035.00	\$11,385.00	Measured value	
16	Solar Lights	2	Ea	\$ 12,365.00	\$24,730.00	3	\$ 12,365.00	\$37,095.00	Additional lighting requested	
17	Drainage Box revision	0	Ea	\$ -	\$0.00	1	\$ 2,475.00	\$2,475.00	Conflict in sidewalk - needed moved	
18	Striping repair (outside work zone but needed)	0	LS	\$ -	\$0.00	0	\$ 2,145.00	\$0.00	Needs repair outside immediate	
19	NE 2nd Ave repair	0	LS	\$ -	\$0.00	1	\$ 21,570.00	\$21,570.00	work zone for crosswalks/deleted	
20	Asphalt	500	SF	\$ 4.75	\$2,375.00	1047	\$ 4.75	\$4,973.25	City Request	
21	Thermo stripes on crossings					0	\$ 3.00	\$0.00	Measured value	
Alt 1	8 in Reinforced sidewalk	240	LF	\$ 45.50	\$10,920.00	232	\$ 45.50	\$10,556.00	Additional Work/ deleted	
ORIGINAL CONTRACT ITEMS					\$153,580.80			\$185,080.40	Measured value	

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH THE CORPORATION, RELATING TO MICROSURFACING AND ASPHALT REPAIR OF SELECTED LOCAL CITY STREETS, BY UTILIZING THE PRICING UNDER THE CITY OF LARGO, FLORIDA, CONSTRUCTION CONTRACT FOR PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION (BID NO. 17-C-589) WITH ASPHALT PAVING SYSTEMS, INC. DATED APRIL 4, 2017 WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS FOR SUCH SERVICES, WHICH SHALL NOT EXCEED AN AMOUNT OF TWO HUNDRED FORTY TWO THOUSAND ONE HUNDRED FIFTEEN DOLLARS AND THIRTY CENTS (\$242,115.30); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo 2018 - ASPHALT PAVING MEMO (Fin Review 04-02-18), R-2018- Asphalt Paving Systems, Inc. Microsurfacing Asphalt Repair, Exhibit A- City of Largo Construction Contract w Asphalt Paving Systems, City of Largo City Commission Approval for Asphalt Paving Systems Contract, City of Largo contract renewal 2017-2018 (5), Exhibit B- Asphalt Paving Systems Proposal 2 2018



City of Dania Beach

Department of Public Services

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6808 · (954) - 923-1109 (fax)

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services
Ronnie S. Navarro, P.E., Deputy Director/City Engineer

DATE: April 10, 2018

RE: Approval of Micro surfacing of Various City Roads to Asphalt Paving Systems, Inc. (APS) utilizing pricing under Bid No. 17-C-589 with The City of Largo, FL dated April 4, 2017

Introduction and Background

The City seeks to obtain asphalt-resurfacing services to repave select city streets as part of the City's annual street microsurfacing program. Roads were prioritized due to surface deterioration. See attached Asphalt Paving Systems project proposal.

This project will enhance traffic safety, enhance property values, and project a better image of the City. Asphalt Paving Systems, Inc. (APS) has bid award with the City of Largo, FL, dated April 4, 2017, which was competitively bid and the City can utilize as a piggyback. See attached permission from the City of Largo.

Funding for this purchase was planned and is appropriated for use as part of the annual appropriation in the FY 2017-2018 budget under General Fund, Public Services, Streets Division - Repairs and Maintenance Streets Account, No. 001-39-06-541-46-60.

Recommendation

Approval of microsurfacing for various city roads by Asphalt Paving Systems, Inc. under a Bid 17-C-589 with the City of Largo, FL, dated April 4, 2017 in an amount not to exceed \$242,115.30, and authorize the City Manager to execute the documents.

Staff recommends approval.

RESOLUTION NO. 2018-061

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE SERVICES FROM ASPHALT PAVING SYSTEMS, INC., AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH THE CORPORATION, RELATING TO MICROSURFACING AND ASPHALT REPAIR OF SELECTED LOCAL CITY STREETS, BY UTILIZING THE PRICING UNDER THE CITY OF LARGO, FLORIDA, CONSTRUCTION CONTRACT FOR PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION (BID NO. 17-C-589 WITH ASPHALT PAVING SYSTEMS, INC. DATED APRIL 4, 2017 WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS FOR SUCH SERVICES, WHICH SHALL NOT EXCEED AN AMOUNT OF TWO HUNDRED FORTY TWO THOUSAND ONE HUNDRED FIFTEEN DOLLARS AND THIRTY CENTS (\$242,115.30); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission, and if such purchases are made pursuant to a competitive bid obtained within the last eighteen (18) months by other government agencies such as the federal government, State of Florida or a Florida municipality or county; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold or limitation at \$25,000.00; and

WHEREAS, the Director of the Public Services Department has determined that it is necessary to repave certain City streets to prolong the life of paved surfaces; and

WHEREAS, the Public Services Director has determined that such services can be obtained at the least cost to the City, without competitive bidding and without advertisements for bids, from Asphalt Paving Systems, Inc., under its existing construction contract with the City of Largo, Florida (Bid No. 17-C-589), for pavement and roadway infrastructure rehabilitation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct, and they are made a specific part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the City Manager to purchase services from Asphalt Paving Systems, Inc., and the proper City officials are authorized to execute an Agreement with the company, relating to micro-surfacing and asphalt repair of selected local City streets, by utilizing the pricing under the City of Largo, Florida, construction contract dated April 4, 2017 for pavement and roadway rehabilitation (Bid No. 17-C-589), attached as Exhibit “A” with Asphalt Paving Systems, Inc. (a foreign corporation, authorized to conduct business in the State of Florida), in an amount not to exceed Two Hundred Forty Two Thousand One Hundred Fifteen Dollars and Thirty Cents (\$242,115.30) in Fiscal Year 2017-2018, as shown in the price proposal submitted by Asphalt Paving Systems, Inc., which is attached as Exhibit “B”; provided, however, that no Agreement will become effective unless and until City officials complete their execution of it.

Section 3. That the funding for this purchase was planned and is appropriated in the Fiscal Year 2017-2018 budget in the General Fund, Public Services, Streets Division - Repairs and Maintenance Streets Account, Account No. 001-39-06-541-46-60, which account has a remaining available balance of Two Hundred Sixty Three Thousand Two Hundred Thirty Seven Dollars and Eighteen Cents (\$263,237.18) as of March 26, 2018.

Section 4. That the City Manager and City Attorney are authorized to make minor revisions to the Agreement as are deemed necessary and proper and in the best interest of the City.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on April 24, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



City of Largo, Florida

Post Office Box 296, Largo, Florida 33779-0296

Office of Management and Budget

Administration (727) 587-6727
FAX (727) 586-7420

**CITY OF LARGO, FLORIDA
ADDENDUM #2
TO
INVITATION FOR BID

FOR

PAVEMENT AND ROADWAY
INFRASTRUCTURE REHABILITATION
BID NUMBER No. 17-C-589**

TO: Potential Bidders

FROM: Joan Wheaton, Procurement Analyst
Rafal Cieslak, P.E., Engineer III

DATE: March 6, 2017

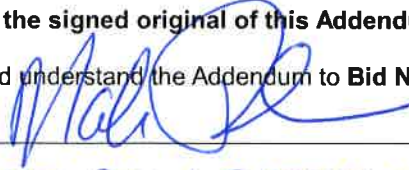
PLEASE NOTE THE ATTACHED CHANGES TO BID NUMBER 17-C-589

SEE ATTACHED PAGE: A-1 & A-2

Questions concerning this addendum should be directed to Rafal Cieslak, P.E., Project Engineer, Engineering Services Division, (727) 587-6713.

Please return the signed original of this Addendum with your Bid package.

I have read and understand the Addendum to **Bid Number 17-C-589**

Signature 

Firm ASPHALT PAVING SYSTEMS, INC

Typed Name and Title MARK ROITZBACH, ESTIMATOR

ADDENDUM No. 2

PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION BID NUMBER No. 17-C-589

Addendum No. 2, dated March 6, 2017 to the specifications and contract documents for the above referenced project, is hereby declared a part of the original drawings, specifications and contract documents, and in case of conflict, the following Addendum shall govern.

Instructions:

Bidders shall acknowledge receipt of this Addendum by writing the words "Addendum No. 2" on the envelope in which the proposal is submitted.

Description:

1.) Adjustment to the Unit Bid Price for Asphalt

When this Article applies to the contract, the unit bid price for asphalt will be adjusted in accordance with the following provisions:

1. Price adjustment for asphalt may be made at the time of an annual contract renewal if the current FDOT Asphalt Price Index Varies more than 10% from the bid price at the time of the bid opening.
2. The Bituminous Material Payment Adjustment Index published monthly by the FDOT shall be used for the adjustment of unit prices. This report is available on the FDOT's internet site. The address is <http://www.myflorida.com>. It is under the section "Doing Business with FDOT" in the "Contract Administration" section under "Asphalt Index." For additional information, call FDOT at (850) 414-4000.
3. The FDOT Payment Adjustment Index in effect at the time of bid opening will be used for the initial determination of the asphalt price.
4. No adjustment in bid prices will be made for either tack coat or prime coat.
5. No price adjustment reflecting any further increase in the cost of asphalt will be made after the expiration of the allowable contract time.
6. The City reserves the right to make adjustments for decrease in the cost of asphalt.

2.) The bid opening for Bid No. 17-C-589 has been extended to March 15, 2017.

Competitive sealed bids will be accepted by the City of Largo Office of Management and Budget, Largo City Hall, located at 201 Highland Avenue, Largo, FL 33770, until 2:00 p.m., local time, March 15, 2017.

All bids received shall be publicly opened and read aloud in the Office of Management Budget, Largo City Hall, for PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION.

Bids must conform to the Specifications and Instructions to Bidders. Any deviation from the specifications must be shown.

The City reserves the right to reject any or all bids received, to waive any irregularities or informalities. If you are interested in bidding, please complete the Invitation for Bid Form(s) and return to this office by the date indicated. Non-conformance with these instructions is grounds for rejection of bid. Late Bids will be rejected.

Questions of a technical nature should be directed to Rafal Cieslak, at (727) 587-6713 x-4421.

Questions concerning this Bid should be directed to Joan Wheaton, Procurement Analyst, Office of Management and Budget at (727) 587-6727.

**CITY OF LARGO, FLORIDA
SPECIFICATIONS
FOR
PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION
BID # 17-B-589**

SEE ATTACHMENTS

Bidder will complete the Work for the following prices:

SCHEDULE OF BID PRICES

Bid Number	Bid Item	Quantity	Unit	Unit Cost	Total Cost
1	Emergency Mobilization	1	EA	10,000.00	10,000.00
2	Re-Mobilization	1	EA	6,500.00	6,500.00
3	Mill – 1.5" Thick	33,421	SY	3.25	108,618.25
4	Mill – 2" Thick	5,885	SY	4.50	26,482.50
5	Mill – 3" Thick	151	SY	6.00	906.00
6	Overlay – 1.5" Thick – SP 9.5	34,940	SY	10.25	358,135.00
7	Overlay – 2" Thick – SP 9.5	6,985	SY	13.75	96,043.75
8	Overlay – 3" Thick – SP 9.5	1,251	SY	20.00	25,020.00
9	Brick Pavement Removal	83	SY	100.00	8,300.00
10	Brick Pavement Restoration	83	SY	175.00	14,525.00
11	Stabilized Subgrade – 6"	6,971	SY	12.00	83,652.00
12	Roadway and Curb and Gutter Base	7,326	CY	40.00	293,040.00
13	Microsurface (Single Application, 30 – 34 lb/yd2) (MS)	11,000	SY	2.85	31,350.00
14	Microsurface (Double Application, 30 – 34 lb/yd2) (MS)	8,543	SY	3.75	32,036.25
15	Microsurface, Rut Filling (MS)	17	TN	225.00	3,825.00
16	Crack Sealing (MS)	218	GAL	20.00	4,360.00
17	Asphalt Pavement Leveling	275	SY	12.00	3,300.00
18	Profile Milling	1,760	SY	5.00	8,800.00
19	ADA Pad with Truncated Domes	623	SF	15.00	9,345.00
20	Latex Paint Yellow/White/Blue 4-Inch Striping	2,627	LF	0.55	1,444.85
21	Latex Paint Yellow/White 6-Inch Striping	1,986	LF	0.60	1,191.60
22	Latex Paint Yellow/White 12-Inch Striping	1,185	LF	1.75	2,073.75
23	Latex Paint Yellow/White 24-Inch Striping	319	LF	3.15	1,004.85
24	Latex Paint White Symbol or Wording on Pavement	17	EA	55.00	935.00
25	Thermoplastic Yellow/White 6-Inch Striping	1,986	LF	1.00	1,986.00
26	Thermoplastic Yellow/White 12-Inch Striping	1,155	LF	2.75	3,176.25
27	Thermoplastic Yellow/White 24-Inch Striping	305	LF	5.75	1,753.75
28	Thermoplastic White Symbol or Wording on Pavement	11	EA	95.00	1,045.00
29	Remove Curb or Curb and Gutter, All Types	6,918	LF	18.00	124,524.00
30	Replace Curb or Curb and Gutter, All Types	7,209	LF	45.00	324,405.00
31	4" and 6" Sidewalk/Driveway Removal	543	SY	3.75	2,036.25
32	4" Sidewalk Replacement	1,650	SY	55.00	90,750.00
33	6" Sidewalk/Driveway Replacement	823	SY	65.00	53,495.00

34	Structure (Manhole) Adjustment	10	EA	500.00	5,000.00
35	Structure (Valve Box) Adjustment	11	EA	200.00	2,200.00
36	Full Depth Reclamation	1,760	SY	12.75	22,440.00
37	Emulsion (FDR)	5,280	GAL	2.50	13,200.00
38	Portland Cement (FDR)	35	TN	150.00	5,250.00
39	Compact and Grading (FDR)	1,760	SY	2.75	4,840.00
40	Base Material (FDR)	56	TN	22.50	1,260.00
41	Removal of unsuitable Material (FDR)	50	TN	25.00	1,250.00
42	Remove and Re-install Wheel Stop	66	EA	150.00	9,900.00
43	Remove, Furnish and Install Wheel Stop	154	EA	275.00	42,350.00
44	Amber/Red/White/Blue RPM Installation	4	EA	6.50	26.00
45	Underdrain Installation	6,134	LF	65.00	398,710.00
46	Sign, Single Post Furnish and Install	18	EA	250.00	4,500.00
47	Sign, Single Post Relocate	12	EA	125.00	1,500.00
48	Root Control Barrier	188	LF	45.00	8,460.00
49	Tree Removal 12"-36"	11	EA	350.00	3,850.00
50	Tree Removal 36" and larger	1	EA	500.00	500.00
51	Performance Turf	2,275	SY	4.50	10,237.50
52	Speed Table Assembly	7	EA	2,500.00	17,500.00
53	Sanitary Clean out installation/repair/adjustment	26	EA	1,500.00	39,000.00
54	Waterline repair/adjustment	12	EA	1,000.00	12,000.00
55	Concrete Testing (Slump, air, cylinder breaks, temp)	7	EA	1,800.00	12,600.00
56	Asphalt Testing (Temp, Compaction testing with nuclear density gauge)	4	EA	1,000.00	4,000.00
57	Asphalt Testing (Core testing for Full Depth Paving)	4	EA	750.00	3,000.00
58	Soil Testing (Modified Proctor)	4	EA	900.00	3,600.00
59	Soil Testing (Compaction testing of subgrade soils)	4	EA	750.00	3,000.00
60	Excavation, Embankment and Grading	57	CY	25.00	1,425.00
				TOTAL COST	2,365,658.55

Total Evaluated Bid For:

Bid No. 17-C-589
Project : PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION

Company: **Asphalt Paving Systems, Inc.**

Signature (Authorized Corporate Official):

ROBERT CAPOFERRI, PRESIDENT

**CITY OF LARGO, FLORIDA
BID FORM
FOR
PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION
BID # 17-B-589**

The undersigned bidder does hereby agree to furnish the City of Largo, Florida, the items listed in accordance with the Specifications shown by the Invitation to Bid to be delivered to the specified site for the price indicated.

**IT IS BIDDERS RESPONSIBILITY TO CHECK THE WEBSITE www.largo.com
FOR FINAL DOCUMENTS AND ADDENDUMS BEFORE SUBMITTAL**

THIS BID MUST BE SIGNED BY A PERSON AUTHORIZED TO ACT FOR THE COMPANY IN HIS/HER OWN NAME.

BIDDER NAME:	<u>Asphalt Paving Systems, Inc.</u>
ADDRESS:	<u>9021 Wire Road, Zephyrhills, FL, 33540</u>
PURCHASE ORDER ADDRESS:	<u>Same as above</u>
PHONE NUMBER:	<u>813-788-0010</u>
FAX NUMBER:	<u>813-788-0020</u>
COMPANY CONTACT (REP):	<u>Mark Rohrbach</u>
EMAIL ADDRESS(REP):	<u>Ponderosamark@hotmail.com</u>
SIGNATURE:	 <u>ROBERT CAPOFERRI, PRESIDENT</u>
TAX ID# SSN or EIN:	<u>22-3787755</u>

**CITY OF LARGO, FLORIDA
REFERENCE INFORMATION FOR
PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION
BID # 17-B-589**

Organization See attached

Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone Number (____) _____

Project Cost _____ Date Performed _____

~~~~~

Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_

Project Cost \_\_\_\_\_ Date Performed \_\_\_\_\_

~~~~~

Organization _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone Number (____) _____

Project Cost _____ Date Performed _____

~~~~~

Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_

Project Cost \_\_\_\_\_ Date Performed \_\_\_\_\_

~~~~~

Representative Typed Name/Title _____

Representative Signature _____

Firm _____

REFERENCES/EXPERIENCE - Below is a very abbreviated list of experience on Reclaim and Paving projects for Asphalt Paving Systems.

FDR

1.	Project Name	14-C-00031 Pavement Maintenance
	Owner	City of Tampa
	Contact	Ghoonesh Ramdial
	Address	3802 E 26th Avenue
		Tampa, FL 33605
	Telephone Number	813-622-1951
	Date & Amount	3/31/16 - \$7,698,431.00
2.	Project Name	2016 Road Projects
	Owner	City of Zephyrhills
	Contact	Shane LeBlanc
	Address	5335 8th Street
		Zephyrhills, FL 33542
	Telephone Number	813-780-0022
	Date & Amount	2/1/16 - \$249,370.00
3.	Project Name	FDR & Asphalt Paving
	Owner	City of Palm Bay
	Contact	Camille Goron-Taylor
	Address	120 Malabar Rd., SE
		Palm Bay, FL 32907
	Telephone Number	321-338-5295
	Date & Amount	5/18/16 - \$428,505.00
4.	Project Name	2016 Emergency Repairs
	Owner	City of Largo
	Contact	Kim Tracy
	Address	1000 2nd St SE.
		Largo, FL 33779
	Telephone Number	727-587-6741
	Date & Amount	9/28/15 - \$144,113.00
5.	Project Name	C12-05-167; Chip Seal and Asphalt Surfacing
	Owner	St Lucie County
	Contact	Christopher Lestrangle
	Address	2300 Virginia Avenue
		Ft. Pierce, FL 34982
	Telephone Number	772-462-2511
	Date & Amount	7/5/16 - \$325,074.00

6.	Project Name	Asphalt Maintenance Services FY 2016
	Owner	St Johns County
	Contact	Tommy Mashburn
	Address	2740 Industry Center Rd
		St Augustine, FL 32084
	Telephone Number	904-209-0184
7.	Date & Amount	9/29/16 - \$1,135,178.90
	Project Name	Beavis, Bellamy Bridge Roads
	Owner	Jackson County
	Contact	Larry Alvarez
	Address	2828 Owens Street
		Marianna, FL 32446
	Telephone Number	850-482-9677
	Date & Amount	1/20/17 - \$181,419.20
8.	Project Name	Various FDR Roads per Orlando piggy back
	Owner	Indian River County
	Contact	Jeff Hoffman
	Address	4550 41st Street
		Vero Beach, FL 32960
	Telephone Number	772-770-5085
9.	Date & Amount	ongoing - \$80,000.00
	Project Name	General Roadway & Miscellaneous Construction
	Owner	City of West Palm Beach
	Contact	All County Paving - Joshua Marfleet
	Address	1180 SW 10th Street
		Delray Beach, FL 33444
	Telephone Number	561-588-0949
	Date & Amount	3/2/15 - \$232,692.30
10.	Project Name	Michigan Blvd Reclaim
	Owner	City of Dunedin
	Contact	Marcello Tavernari, P.E.
	Address	737 Loudon Ave, 2nd Fl
		Dunedin, FL 34697-1348
	Telephone Number	727-298-3208
	Date & Amount	12/5/17 - \$325,679.00

REFERENCES/EXPERIENCE - Below is a very abbreviated list of experience on Microsurfacing projects for Asphalt Paving Systems.

MICROSURFACING

1. Project Name Countywide Microsurfacing Phase I
Owner Lake County
Contact Sandra Rogers
Address 12901 County Landfill Road
Tavares, FL 32778
Telephone Number 352-343-9839

Invoice \$ 237,343.35

Completed on Schedule? Yes Date: 9/30/13
Project Description Microsurfacing & Crack Seal to various County Roads
2. Project Name 2014 Pavement Management & Preservation
Owner Sumter County
Contact Eslie Oxendine
Address 319 E Anderson Ave
Bushnell, FL 33513
Telephone Number 352-569-6710

Invoice \$ 898,948.54

Completed on Schedule? Yes Date: 8/31/14
Project Description Microsurfacing & Crack Seal to various County Roads
3. Project Name Citywide Microsurfacing Term Contract
Owner City of Lakeland
Contact Troy McCain
Address 407 Fairway Drive
Lakeland, FL 33801
Telephone Number 863-834-3303

Invoice \$ 1,250,000.00

Completed on Schedule? Yes Date: 9/30/14
Project Description Microsurfacing to various City Roads

4. Project Name Yearly Road Building Services
Owner Manatee County
Contact Brian Martineau
Address PO Box 1000
Bradenton, FL 34206
Telephone Number 941-708-7400 ext 7243

Invoice \$ 331,746.42

Completed on Schedule? Yes Date: 2/4/14
Project Description Microsurfacing to various County Roads
5. Project Name Annual Microsurfacing Pavement Contract
Owner City of Ft Lauderdale
Contact Sayd Hussain
Address 100 N Andrews Avenue
Fort Lauderdale, FL 33301
Telephone Number 954-828-4505

Invoice \$ 1,991,859.25

Completed on Schedule? Yes Date: 2/1/15
Project Description Microsurfacing & Crack Seal to various City Roads



P O Box 530 • Hammonton NJ 08037
Phone 609 561 4161 • Fax 609 561 0920

Equipment List

<u>Quantity</u>	<u>Make</u>	<u>Year</u>	<u>Model</u>	<u>Description</u>
8	Bergkamp	2008	L-9000	Mobil Mix Paver
6	Bergkamp	2012	L-9000	Mobil Mix Paver
3	Bergkamp	2010	L-9000	Mobil Mix Paver
3	Bergkamp	2014	M-1	Paver
4	Bergkamp	2004	L-9000	Mobile Support
12	(13 CY)	2007	L-9000	Trucks
2	Bergkamp	2008	L-9000	Mobile Support
	(21 CY)		L-9000	Trailers
7	Ford	2015	F350	Stake Body
8	Ford	2012	F350	Utility Body
12	Ford	2013	F350	Crew Cabs
2	Athey Mobil	2010		Broom
4	CAT	2004	PS-130	Rubber Tire Roller
6	CAT	2011	PS-360	Rubber Tire Roller
8	CAT	2012	936g	Wheel Loader
13	CAT	2010	938	Loader
1	CAT	2009	938	Loader
2	CAT	2008	926	Loader
6	Etnyre	1998	Series 6000	Bulk Tanker
12	Fruehauf	1992	6000 gal	Bulk Tanker
14	Heil	1991	6500	Bulk Tanker
16	Etnyre	1990	6000	Bulk Tanker
4	Etnyre	2000	Centenial	Oil Distributor
			(2000)	
6	Etnyre	2006	Black Topper	Oil Distributor
			(2000)	
5	Etnyre	2011	Black Topper	Oil Distributor
			(2000)	
5	Etnyre	2015	Black Topper	Oil Distributor
			(4000)	
1	Etnyre	2012	Model 4WD	Chipper (10-20')
1	Etnyre	2013	Model 4WD	Chipper (11-22')

Additional Equipment Provided Upon Request



P O Box 530 • Hammonton NJ 08037
Phone 609 561 4161 • Fax 609 561 0920

EQUIPMENT LIST

<u>Quantity</u>	<u>Make</u>	<u>Year</u>	<u>Model</u>	<u>Description</u>
2	Wirtgen	2014	CR3200	Road Profiler / Recycler
2	Wirtgen	2014	210-I	Road Profiler / Recycler
6	Wirtgen	2013	WR2500	Road Reclaimer / Recycler
1	Wirtgen	2008	2000	Cold Planer
2	Wirtgen	2004	1000	Cold Planer
1	Caterpillar	2010	D5	Dozer
1	Caterpillar	2003	12G	Grader
6	Caterpillar	2012	140H	Grader
1	Caterpillar	2010	950F	Rubber Tire Loader
3	Caterpillar	2008	938G	Rubber Tire Loader
2	Caterpillar	2010	936F	Rubber Tire Loader
1	Caterpillar	2013	325BL	Hydraulic Excavator
7	Caterpillar	2004	416B	Backhoe
2	Caterpillar	2006	426B	Backhoe
2	Caterpillar	2015	655	Paver
6	Caterpillar	2013	1055	Paver
1	Caterpillar	2006	634C	Asphalt Roller
1	Ingersoll Rand	1999	DD90	Asphalt Roller
1	Caterpillar	2003	214C	Asphalt Roller
2	Caterpillar	2006	224C	Asphalt Roller
1	Ingersoll Rand	2004	DD110	Asphalt Roller
3	Caterpillar	2014	CB-64	Roller
8	Caterpillar	2012	534XW	Roller
1	Caterpillar	2007	563C	Roller
1	Caterpillar	2012	433C	Roller
2	Etnyre	2008		Distributor
8	Etnyre	2015		Distributor
10	Ford	2007	9510	Triaxle Dump Truck
1	Ford	2012	9510	Triaxle Dump Truck
1	Ford	2012	9510	Tandem Dump Truck
2	Ford	2010	9510	Tractor
2	Ford	2009	9510	Tractor
2	Ford	2008	9510	Tractor
3	Ford	1999	9510	Water Truck
5	Talbert	2008		Lowbed Trailer
6				Emulsion Tanker
2	East			Dump Trailer
1	Athey	2014	2TE4DHL	Sweeper
2	Bobcat	1998	853C	Cold Planer
4	Caterpillar	2003	PS180	Rubber Tire Roller
1	Dynapac	1999	CP271	Rubber Tire Roller
8	Caterpillar	2012	PS360	Rubber Tire Roller
5	Ford	2013	F-9000	Cement Truck
2	Weilter	2016	E-1250	Transfer Vehicle

Additional Equipment Provided Upon Request

Asphalt Paving Systems, Inc. – Experience of Key Individuals FDR & Micro

Individual's Name	Title	Exp.	Primary Office
Robert Capoferri	CEO	32	Florida
Kenneth Messina	Operations Manager	27	Florida & New Jersey
Robert Bevilacqua	Project Manager	33	Florida & New Jersey
Mark Rohrbach	Project Manager	18	Florida
Thomas Donald	Regional Manager	28	Florida
Dennis Williams	Superintendent	23	Florida
Leon Rubba	Equipment Operator	12	Florida
Jeff Daunoras	Equipment Operator	25	Florida
Mike Mobley	Laborer	8	Florida
Kenny Cooper	Foreman	12	Florida
Jacob Stockwell	Superintendent	12	Florida
Dean Pucino	Foreman	15	Florida & New Jersey

Listing of Prequalified Contractors

Contractor with Name ASPHALT PAVING SYSTEMS, INC.
1-1 of 1 contractors

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
ASPHALT PAVING SYSTEMS, INC. F223787755009 EXPIRES: 6/30/2017	PO BOX 530 HAMMONTON, NJ 08037-0530 (609)561-4161	9021 WIRE ROAD ZEPHYRHILLS, FL 33540 (813)788-0010

WORK CLASSES	
DRAINAGE	FLEXIBLE PAVING
GRADING	HOT PLANT-MIXED BITUM. COURSES

**CITY OF LARGO, FLORIDA
STATEMENT OF NO BID
FOR
PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION
BID # 17-B-589**

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF BIDS TO:

City of Largo, Office of Management and Budget, Post Office Box 296, Largo, FL 33779-0296.

OR **FAX THIS PAGE ONLY to (727) 586-7420**, OR EMAIL to jwheaton@largo.com

WE, THE UNDERSIGNED, HAVE DECLINED TO BID FOR THE FOLLOWING REASON(S):

- ☐ WE DO NOT OFFER THIS PRODUCT OR EQUIVALENT.
- ☐ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).
- ☐ UNABLE TO MEET SPECIFICATIONS (PLEASE EXPLAIN BELOW).
- ☐ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
- ☐ INSUFFICIENT TIME TO RESPOND TO INVITATION TO BID.
- ☐ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- ☐ UNABLE TO MEET BOND REQUIREMENTS.
- ☐ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF LARGO FOR FUTURE PROJECTS.

Typed Name and Title _____

Signature _____

Company name _____

Address _____

City _____ State _____ Zip Code _____

Telephone Number (____) _____ Fax (____) _____

**INSURANCE REQUIREMENTS CHECKLIST
FOR
Items marked "X" must be provided**

<u> X </u>	<u>General Liability</u>	<u>Minimum Limits Required</u>
	<u> x </u> Commercial General Liability	\$ <u>2,000,000</u> General Aggregate
	<u> x </u> Occurrence Form	\$ <u>1,000,000</u> Product/Completed Operations Agg.
		\$ <u>1,000,000</u> Personal & Advertising Injury
		\$ <u>1,000,000</u> Each Occurrence
		\$ _____
<u> X </u>	<u>Automobile Liability</u>	
	Owned, Hired & Non-Owned	\$ <u>1,000,000</u> Combined Single Limit per Occurrence
<u> X </u>	<u>Worker's Compensation and Employer's Liability</u>	<u>Statutory</u>
		\$ <u>100,000</u> Each Accident
		\$ <u>500,000</u> Disease - Policy Limit
		\$ <u>100,000</u> Disease - Each employee
	<u>Professional Liability - Errors & Omissions</u>	(*To be completed by Bidder)
	* Deductible: \$ _____	\$ _____ Aggregate
	* Claims Made (Y/N): _____	\$ _____ Each Claim
	* Occurrence (Y/N): _____	
	* Defense included in Limits (Y/N): _____	
	<u>Builder's Risk/Installation Floater</u>	(* To be completed by Bidder)
	* Flood Included \$ _____ Limit	\$ _____ 100% of Completed or Installed Value
	* Transportation Included \$ _____ Limit	All-Risk Form
	* Storage Included \$ _____ Limit	
	City Must Be A Named Insured. Copy of Policy Will Be Required.	
	<u>Other</u>	
	_____	\$ _____
	_____	\$ _____
<u> X </u>	The Certificate of Insurance must show "The City of Largo, its elected officials and employees" as an additional insured. The Certificate shall bear the requisite endorsements providing that the City is an additional insured and providing for waiver of subrogation by the Vendor/Subcontractor when applicable.	
<u> X </u>	Vendor/Subcontractor shall provide immediate notice of any Vendor/Subcontractor initiated cancellation, non-renewal or adverse change to the policies required to be obtained or maintained pursuant to this RFP/Bid. Vendor/Subcontractor shall immediately forward to the City any notice it receives of cancellation, non-renewal or adverse change to any policy that is initiated by a policy provider(s).	
<u> X </u>	Certificates must identify bid number and bid title.	
	Subcontractors must carry same Insurance limits.	
	Insurance Carrier should be A rated.	
	The City reserves the right to request any additional information it deems necessary, and at a frequency it deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of any contractual agreement entered into pursuant to this RFP/Bid and/or any Purchase Order issued in accordance with this RFP/Bid	

Statement of Bidder: We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature
Robert Capoferri, President

A complete copy of this form with original signature must accompany bid.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

ASPHALT PAVING SYSTEMS, INC

Business name, if different from above

Check appropriate box: ☐ Individual/sole proprietor ☒ Corporation ☐ Partnership

☐ Limited liability company Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

PO BOX 530

City, state, and ZIP code

HAMMONTON, NJ 08037

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

22 3787755

Part II Certification

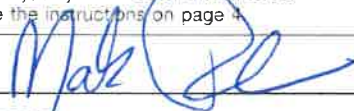
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶



Date ▶

3/7/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



City of Largo, Florida

Post Office Box 296, Largo, Florida 33779-0296

Office of Management and Budget

Administration (727) 587-6727
FAX (727) 586-7420

**CITY OF LARGO, FLORIDA
ADDENDUM #1
TO
INVITATION FOR BID

FOR

PAVEMENT AND ROADWAY
INFRASTRUCTURE REHABILITATION
BID NUMBER No. 17-C-589**

TO: Potential Bidders

FROM: Joan Wheaton, Procurement Analyst
Rafal Cieslak, P.E., Engineer III

DATE: March 1, 2017

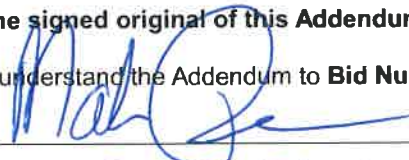
PLEASE NOTE THE ATTACHED CHANGES TO BID NUMBER 17-C-589

SEE ATTACHED PAGE: A-1

Questions concerning this addendum should be directed to Rafal Cieslak, P.E., Project Engineer, Engineering Services Division, (727) 587-6713.

~~~~~  
**Please return the signed original of this Addendum with your Bid package.**

I have read and understand the Addendum to **Bid Number 17-C-589**

Signature 

Firm ASPHALT PAVING SYSTEMS, INC

Typed Name and Title MARK ROTHBACH, ESTIMATOR

**ADDENDUM No. 1**

**PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION  
BID NUMBER No. 17-C-589**

Addendum No. 1, dated March 1, 2017 to the specifications and contract documents for the above referenced project, is hereby declared a part of the original drawings, specifications and contract documents, and in case of conflict, the following Addendum shall govern.

Instructions:

Bidders shall acknowledge receipt of this Addendum by writing the words "Addendum No. 1" on the envelope in which the proposal is submitted.

Description:

1. The bidder is not required to bid on every line item in the bid schedule of bid prices.
2. A bid bond is not required for the proposal. The quantities in the agreement are estimated work for the year and the City of Largo does not guarantee a quantity, therefore no bond is required.

---

**STANDARD  
GENERAL CONDITIONS  
OF THE  
CONSTRUCTION CONTRACT  
FOR  
THE CITY OF LARGO  
FLORIDA**

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## GENERAL CONDITIONS

### ARTICLE I – DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

ADDENDA - Written or graphic instruments, explanations, interpretations, changes, corrections, additions, deletions or modifications of the contract documents issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

AGREEMENT - The written agreement between the CITY and CONTRACTOR covering the Work to be performed; when other Contract Documents are attached to the Agreement, they become a part of the contract. The Agreement is also referred to as the Contract.

APPLICATION FOR PAYMENT - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

BID - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed, properly signed or guaranteed.

BONDS - Bid, Performance and Payment bonds and other instruments which protect against loss due to inability, failure or refusal of the CONTRACTOR to perform the work specified in the contract documents.

CALENDAR DAY - A calendar day of 24 hours measured from midnight to the next midnight, including Saturdays, Sundays and holidays and regardless of the weather.

CHANGE ORDER - A document recommended by ENGINEER which is signed by the CONTRACTOR and the CITY which authorizes an addition, deletion, or revision in the work, or an adjustment in the Contract Price or Contract Time, issued on or after the execution of the Agreement.

CITY - The City of Largo, Florida, a Florida municipal corporation, its authorized and legal representatives, the public entity with whom the Contractor has entered into the agreement and for whom the work is to be provided.

CONSTRUCTION SUPERINTENDENT - The construction superintendent shall be in attendance at the project site during performance of the Work and shall represent the CONTRACTOR. Communications given to the construction superintendent or decisions made by the construction superintendent shall be as binding as if given to or made by the CONTRACTOR. Important communications or decisions shall be confirmed in writing. Other communications or decisions shall be similarly confirmed by written request in each case.

CONTRACT DOCUMENTS - The Invitation to Bid, Instructions to Bidders, Proposal, Bid Bond, Agreement, Payment Bond, Performance Bond, Certificate of Insurance, Notice of Tentative Award, Notice to Proceed, Certificate of Substantial Completion, Warranty of Title, Final Receipt - Release of Lien, General Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, Addenda and Change Orders executed pursuant to the Contract Documents.

CONTRACT PRICE - The total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Documents.

CONTRACT TIME - The number of successive calendar days stated in the Contract Documents for the completion of the Work.

CONTRACTOR - The person, firm, or corporation with whom the CITY has executed the Agreement to furnish the Work called for in the Contract Documents.

DEFECTIVE WORK - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to the ENGINEER'S recommendation of final payment.

DRAWINGS - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show character, location, nature, extent and scope of the



Work, which have been prepared or approved by ENGINEER and which are considered part of the Contract Documents.

EFFECTIVE DATE OF THE AGREEMENT - The date indicated in the Agreement, but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties to sign the Agreement.

ENGINEER(S) - City of Largo Community Development Department, Engineering Division or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

FIELD ORDER - A written order by the ENGINEER that does not impact the cost or time of performance of the Work.

GENERAL REQUIREMENTS - Division 1 of the Technical Specifications.

LAWS AND REGULATIONS; LAWS OR REGULATIONS - Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

NOTICE OF AWARD - The official written notice by the CITY to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein within the time specified, the CITY may enter into an Agreement.

NOTICE TO PROCEED - The written notice issued by the CITY, or its agents, to the CONTRACTOR authorizing the CONTRACTOR to proceed with the Work and establishing the date of commencement of the Contract Time.

PARTIAL UTILIZATION - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

PROJECT - The entire construction to be performed as provided in the Contract Documents.

RESIDENT PROJECT REPRESENTATIVE (RPR) - The resident project representative, shall be in attendance at the project site during performance of the Work and shall represent the CITY directly or through

the ENGINEER. Responsibilities of the RPR are further defined in Paragraph 9.3 of these General Conditions.

SHOP DRAWINGS - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the CONTRACTOR to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the CONTRACTOR to illustrate material or equipment for some portion of the Work.

SPECIFICATIONS - (Same definition as for Technical Specifications hereinafter).

SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

SUBSTANTIAL COMPLETION - The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion of the entire Project.

SUPPLEMENTARY CONDITIONS - The part of the Contract Documents which amends or supplements these General Conditions.

SUPPLIER - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

SURETY - Any person, firm or corporation which is bound by bid or contract bond with and for the CONTRACTOR.

TECHNICAL SPECIFICATIONS - Those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the Work.

UNDERGROUND FACILITIES - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water supply or distribution, sewage and drainage removal, traffic or other control systems.

UNIT PRICE WORK - Work to be paid for on the basis of unit prices.

WORK - Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals and the furnishing thereof.

WORK DIRECTIVE CHANGE - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by the CITY and recommended by the ENGINEER, ordering an addition, deletion or revision in the Work, or which references an emergency or unforeseen physical conditions under which the Work is to be performed. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

WRITTEN AMENDMENT - A written amendment of the Contract Documents, signed by the CITY and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.

## **ARTICLE 2 - PRELIMINARY MATTERS**

### **DELIVERY OF DOCUMENTS:**

2.1. When the CONTRACTOR delivers the signed Agreements to the CITY, the CONTRACTOR shall also deliver to the CITY such Bonds and Insurance Policies, Certificates or other documents as

the CONTRACTOR may be required to furnish in accordance with the Contract Documents.

### **COPIES OF DOCUMENTS:**

2.2. The CITY shall furnish to CONTRACTOR three copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents or as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### **COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:**

2.3. The Contract Time will commence to run on the day indicated in any Notice to Proceed. A Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement.

### **STARTING THE PROJECT:**

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract time commences to run.

### **BEFORE STARTING CONSTRUCTION:**

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to CITY or ENGINEER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.6. At the pre-construction conference, CONTRACTOR shall submit to ENGINEER for review:

2.6.1. a proposed progress schedule indicating the starting and completion dates of the various stages of the Work; and,

2.6.2. a preliminary schedule of Shop Drawing submissions and those shop drawings necessary to begin the work; and,

2.6.3. a preliminary schedule of values for all of the Work which will include ~~quantities and prices of items aggregating the~~ Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission ;and,

2.64 Pre-construction video tapes if required by the technical specifications

2.7. The CONTRACTOR shall not commence construction operations until the construction progress schedule, schedule of values and the shop drawing submission schedule described above have been reviewed by the ENGINEER for general conformance with the Contract documents. After review of the schedules, no deviation shall be made without prior written acceptance by the CITY for general conformance with the Contract Documents.

#### **PRECONSTRUCTION CONFERENCE:**

2.8. After the Effective Date of the Agreement, but before CONTRACTOR starts Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as deemed appropriate by the CITY, ENGINEER, or CONTRACTOR will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Nothing herein shall relieve the CONTRACTOR from the responsibility of contacting local utilities and any other necessary agencies.

#### **FINALIZING SCHEDULES:**

2.9. At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CITY, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to the

CITY as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on the CITY responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to the CITY as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to the CITY as to form and substance.

#### **ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

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##### **INTENT:**

3.1. The Contract Documents comprise the entire agreement between the CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida with venue in Pinellas County, Florida.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereto) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties or responsibilities of the CITY, CONTRACTOR or ENGINEER or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER'S, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to

undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by the ENGINEER as provided in paragraph 9.4.

3.3. If, during the performance of the Work, ~~CONTRACTOR finds a conflict, error or discrepancy~~ in the Contract Documents, CONTRACTOR shall so notify the ENGINEER, in writing, at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Change Order
2. Addenda
3. Agreement
4. Proposal
5. Supplemental General Conditions
6. Invitation to Bid
7. Instructions to Bidders
8. General Conditions
9. Technical Specifications
10. Contract Drawings
  - a. Dimensions
  - b. Full Size Details
  - c. Full Size Drawings

The captions or subtitles of the several articles and divisions of these Contract Documents constitute no part of the context and hereof, but are only labels to assist in locating and reading the provisions hereof.

#### **AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:**

3.4. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- 3.4.1. a formal Written Amendment.
- 3.4.2. a Change Order (pursuant to paragraph 10.4), or
- 3.4.3. a Work Directive Change (pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or by a Written Amendment.

3.5. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.5.1. a Field Order (pursuant to paragraph 9.5)

3.5.2. ENGINEER'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or

3.5.3. ENGINEER'S written interpretation or clarification (pursuant to paragraph 9.4).

#### **REUSE OF DOCUMENTS:**

3.6. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the CITY shall have or acquire any title to or ownership rights in any of the Contract Documents, drawings, technical specifications or other documents used on the work; and, they shall not reuse any of them on extensions of the Project or any other project without prior written consent of the CITY and ENGINEER.

#### **ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

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##### **AVAILABILITY OF LANDS:**

4.1. The CITY shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CITY, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in the CITY'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.1.1. Occupying Private Land: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, equipment or materials, any land outside the rights-of-way or property of the City. A copy of the written consent shall be given to the CITY.

4.1.2. Work in State, County and City Rights-of-Way and Easements: When the Work involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across street, rights-of-way, easements, or other property, the CONTRACTOR shall (as the Work progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.

4.1.3. Work Adjacent to Telephone, Power, Cable TV and Gas Company Structures: In all cases where Work is to be performed near telephone, power, water, sewer, drainage, cable TV, or gas company facilities, the Contractor shall provide written notification to the respective companies of the areas of which Work is to be performed, prior to the actual performance of any Work in these areas.

4.1.4. Use of Public Streets: The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. Any earth or excavated material spilled from trucks shall be removed by the CONTRACTOR and the streets cleaned to the satisfaction of the CITY, the ENGINEER, the Florida Department of Transportation, or other agency or governmental entity having jurisdiction, as applicable.

#### **PHYSICAL CONDITIONS:**

4.2.1 Explorations and Reports: Where applicable, reference is made in the technical specifications, for identification of those reports of explorations and tests of

subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR accepts the site and any unforeseen conditions in accordance with paragraph 4.4 of the Instructions to Bidders, and may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations, or opinions contained therein or for the completeness for CONTRACTOR'S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2. Existing Structures: Where applicable, reference is made to the technical specifications, for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3.1) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the general accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures. However, where the dimensions and locations of existing structures are of critical importance in the installation or connection of new work, the CONTRACTOR shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information. There shall be no additional cost to the CITY for CONTRACTOR'S failure to verify such dimensions and locations, or for inaccurate verifications by CONTRACTOR.

4.2.3. Report of Differing Conditions: If CONTRACTOR believes that:

4.2.3.1. Any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2. Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22.1), notify the CITY and the ENGINEER in writing about the inaccuracy or difference.

4.2.4. ENGINEER'S Review: ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the CITY in writing (with a copy to the CONTRACTOR) of ENGINEER'S findings and conclusions.

4.2.5. Possible Document Change: If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6. Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If the CITY and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefore as provided in Article 11 and 12.

## **PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:**

4.3.1. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the CITY or ENGINEER by the owners of such Underground Facilities or by others.

4.3.1.1. The CITY and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data. Further, the CONTRACTOR shall be responsible for locating all Underground Facilities whether or not shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20, and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.1.3. All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipe, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines and all other obstructions, whether or not shown, shall be temporarily removed from or supported across utility line excavations. Where it is necessary to temporarily interrupt services, the CONTRACTOR shall notify the owner or occupant of such facilities both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the CONTRACTOR shall obtain permission from their owner, or shall make suitable arrangements for their disconnection by their owner. The CONTRACTOR shall be responsible for

any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the Work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new work are shown, but are to be verified in the field by the Contractor prior to performing the work. The CONTRACTOR shall uncover these pipes, ducts, cables, etc., carefully, by hand prior to installing his Work. Any discrepancies or differences found shall be immediately brought to the attention of the ENGINEER in order that necessary changes may be made to permit installation of the Work.

4.3.2. If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown, nor located by the facilities owner and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22.1), identify the owner of such Underground Facility and give written notice thereof to that owner and to the CITY and the ENGINEER. The ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20.

4.3.3. CONTRACTOR shall only be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any such Underground Facility CONTRACTOR could not reasonably have been expected to have been aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

## **REFERENCE POINTS:**

4.4. The CITY shall provide engineering surveys to establish reference points for construction which in ENGINEER'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the CITY. The CONTRACTOR shall report to the ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

## **ARTICLE 5 - BONDS AND INSURANCE**

### **BONDS:**

5.1. CONTRACTOR shall upon delivery of the executed Agreement to the CITY furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. The form and conditions of the Bonds and the Surety shall be acceptable and satisfactory to the CITY and Surety shall be a nationally recognized Surety Company acceptable to the CITY, listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, for projects not exceeding (\$500,000) five hundred thousand dollars and meet the other requirements of Florida Statutes Section 287.0935 (1989). For projects exceeding five hundred thousand dollars, all bonds shall be placed with sureties with a Best Rating of no less than A-IX. Bonds shall be executed and issued by a resident or non resident agent, licensed to conduct business in the State of Florida, representing such corporate sureties. If the CONTRACTOR is a partnership, the Bond should be

signed by each of the individuals who are partners; if a corporation, the Bond should be signed in the correct corporate name by duly authorized officer, agent or attorney-in-fact. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where bond is executed by agent, officer or other representative of Contractor or Surety; (c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney, or other certificate of Authority of its agent, officer or representative was issued.

5.2. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the state of Florida or it ceases to meet the requirements of paragraph 5.1., CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be in conformance with paragraph 5.1.

#### **CONTRACTOR'S INSURANCE:**

5.3. General: CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. CONTRACTOR'S insurance, and the insurance of any other party bound to the CONTRACTOR shall be considered primary. The Certificate(s) of Insurance shall bear the requisite endorsements providing for CITY as Certificate Holder and additional insured and shall further provide for waiver of subrogation by the CONTRACTOR and/or any subcontractor(s) where applicable. The Certificate(s) issued pursuant to this Contract shall, at a minimum, bear the name of the insured, the name of the insurer, the number of the policy, its effective date and termination date. For identification purposes the Certificate(s) shall also include a reference to the project #, RFP#/RFQ#, and/or any purchase order or task order issued in accordance herewith. Before starting and during the term of this

Contract, the CONTRACTOR shall procure and maintain insurance of the types and to the limits specified in paragraph 5.4, inclusive below.

5.4. Coverage: Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

##### **5.4.1. Workers' Compensation.**

Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. CONTRACTOR shall require all subcontractors to maintain workers compensation during the term of the agreement and up to the date of final acceptance. CONTRACTOR shall defend, indemnify and save the CITY and ENGINEER harmless from any damage resulting to them for failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

5.4.1.1. Employers' Liability  
with Statutory Limits of  
\$100,000/\$500,000/\$100,000.

5.4.1.2. Notice of  
Cancellation and/or Restriction.  
CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.1.3. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and/or Jones Act if applicable.

5.4.2. Comprehensive General Liability or Commercial General Liability Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy or Commercial General Liability filed by the Insurance Services Office, and must include:



5.4.2.1. Minimum Limits of total coverage shall be \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, the basic policy to be in said form with any excess coverage (and the carrier) to meet \$1,000,000.00 minimum to be acceptable to the CITY.

5.4.2.2. Premises and/or Operations.

5.4.2.3. Independent Contractor.

5.4.2.4. Products and/or Completed Operations. CONTRACTOR shall maintain in force until at least three (3) years after completion of all services required under the Contract, coverage for products and completed operations, including Broad Form Property Damage.

5.4.2.5. XCU Coverages.

5.4.2.6. Broad Form Property Damage including Completing Operations.

5.4.2.7. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

5.4.2.8. Personal Injury coverage with employees and contractual exclusions removed.

5.4.2.9. Additional Insured. The CITY is to be specifically included as an additional insured (including products).

5.4.2.10. Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall

immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.2.11. The CONTRACTOR shall either require each subcontractor to procure and maintain, during the life of the subcontract, insurance of the type and in the same amounts specified herein or insure the activities of subcontractors in his own insurance policy.

5.4.3. Business Auto Policy. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:

5.4.3.1. Minimum limit of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

5.4.3.2. Owned Vehicles.

5.4.3.3. Hired and Non-Owned Vehicles

5.4.3.4. Employee Non-Ownership

5.4.3.4. The CITY shall be listed as an additional insured on auto policies.

5.4.3.5. Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.4. All Risk Property Insurance When Applicable. Coverage must include real and personal property and in an amount equal to the replacement cost of all real and personal property of the CITY'S for which the

CONTRACTOR is responsible and over which he exercises control. Builders Risk insurance must be provided to cover Property under construction and an Installation Floater must cover all machinery, vessels, air conditioners or electric generators to be installed. This insurance shall include a waiver of subrogation as to the ENGINEER, the CITY, the CONTRACTOR, and their respective officers, agents, employees, and subcontractors.

5.4.4.1. Coverage to be provided on a full replacement cost basis.

5.4.4.2. Losses in excess of ten thousand dollars (\$10,000) shall be jointly payable to the CONTRACTOR and the CITY.

5.4.4.3. Waiver of occupancy clause or warranty. Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) will not be occupied by the CITY.

5.4.4.4. Maximum Deductible - \$5,000 each claim.

5.4.4.5. Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.4.6. Flood Insurance. When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the CONTRACTOR and the CITY must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage

available under the National Flood Program.

5.4.5. A Best Rating of no less than A - VIII is required for any carriers providing coverage required under the terms of this Contract. Failure to comply with the insurance requirements as herein provided shall constitute default of this Agreement. Neither CONTRACTOR or any subcontractor shall commence work under the Contract until they have all insurance required under this Section and have supplied the CITY with evidence of such coverage in the form of certified copies of policies (where required) and certificates of insurance, and such policies and certificates have been approved by the CITY. CONTRACTOR shall be responsible for and shall obtain and file insurance certificates on behalf of its subcontractors. All certified copies of policies (where required) and certificates of insurance shall be filed with the CITY. The CITY reserves the right to request additional information regarding any form of insurance or policy obtained or maintained pursuant to this Contract as the CITY deems necessary, and at a frequency the CITY deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of this Contract. Receipt of Certificates or other documentation of insurance or policies, or copies of policies, by the CITY or by any of its representatives which indicate less coverage than required by this Contract does not constitute waiver of CONTRACTOR'S obligations to fulfill the insurance requirements of this Contract.

## **ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES**

### **SUPERVISION AND SUPERINTENDENCE:**

6.1. The CONTRACTOR has the obligation to deliver to the CITY the completed job in a good and workmanlike condition. CONTRACTOR shall supervise and direct the Work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but

CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents. The CONTRACTOR shall bear all losses resulting on account of the weather, fire, the elements, or other causes of every kind or nature prior to Final Acceptance. The supervision of the execution of this contract is vested wholly in the CONTRACTOR.

6.2. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

#### **LABOR, MATERIALS AND EQUIPMENT; HOURS OF WORK:**

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without the CITY'S written consent (which shall not be unreasonably withheld) given after prior written notice to ENGINEER. The CONTRACTOR is hereby informed, and understands that unless otherwise approved by the City, the City restricts the work between the hours of 5:00 p.m. and 8:00 a.m., unless emergency conditions exist that are endangering life or property as may be determined by the CITY. If the CONTRACTOR is authorized to operate equipment twenty-four (24) hours per day, the engines shall be provided with residential type silencers approved by the CITY.

6.3.1 The CONTRACTOR shall receive no additional compensation for overtime work. However, additional compensation will be paid to the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the change order specifically

authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

6.3.2 All costs of inspection and testing performed by the CITY during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The CITY shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR. For all work performed on holidays and weekends a fee of \$250 per day will be charged to the CONTRACTOR, to cover the cost of Largo Engineering Inspectors. Notice must be submitted at least two whole working days prior to subsequent holiday and/or weekend.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and final completion of the work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the CITY, ENGINEER, or any of the CITY'S or ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

#### **ADJUSTING PROGRESS SCHEDULE:**

6.6 CONTRACTOR shall submit to ENGINEER for review and comment (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

#### **SUBSTITUTES OR "OR-EQUAL" ITEMS:**

6.7.1. The technical specifications shall govern the use of substitute or "or-equal" items. The procedure for review by ENGINEER will include the following as supplemented in the technical specifications. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform equally or better the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the CITY for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S

expense additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER and as may be supplemented in the Technical Specifications.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The CITY may require the CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

#### **CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:**

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to the CITY and the ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom the CITY or the ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Technical Specifications or Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and

equipment) shall be submitted to the CITY for acceptance by the CITY and ENGINEER, and if CONTRACTOR has submitted a list thereof, the CITY or ENGINEER'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. If after bid opening and prior to the award of the contract, the CITY objects to certain suppliers or subcontractors, the CITY may permit CONTRACTOR to submit an acceptable substitute so long as there is no change in the contract price or contract time. If the contract price or contract time is increased, the CITY may return the bid bond and award the contract to the next qualified, competent bidder. If after the award of the contract, the CITY objects to certain suppliers or subcontractors, the CITY shall permit CONTRACTOR to make an appropriate and acceptable substitution which is also acceptable to the CITY. No acceptance by the CITY or the ENGINEER of any such Subcontractor, supplier or other person or organization shall constitute a waiver of any right of the CITY or ENGINEER to reject defective Work.

6.9. CONTRACTOR shall be fully responsible to the CITY and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between the CITY or the ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the CITY or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10. The divisions and sections of the Technical Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or

delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY and the ENGINEER.

#### **PATENT FEES AND ROYALTIES:**

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the CITY or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to other, the existence of such rights shall be disclosed by the CITY in the Contract Documents. CONTRACTOR shall indemnify, defend and hold harmless the CITY and anyone directly or indirectly employed by the CITY from and against all claims, damages, losses and expenses (including attorney's fees and court costs) arising out of any claims of an infringement of patent rights, copyrights, trade marks trade secrets or proprietary information incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. This indemnification provision shall survive the termination of this agreement.

#### **PERMITS:**

6.13. CONTRACTOR shall obtain and pay for all construction permits and licenses. The CITY shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for prosecution of the Work, which are applicable at the time of opening of Bids. There will be no cost for permits issued by the CITY. CONTRACTOR shall pay all charges of utility for connections to the Work, and the CITY shall pay all charges of such utility owners for

capital costs related thereto such as plant investment fees.

#### **LAWS AND REGULATIONS:**

6.14.1. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable laws, ordinances, rules and regulations, neither the CITY nor the ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws, ordinances, rules or regulations.

6.14.2. If CONTRACTOR observes that the Specifications or Drawings are at variance with any laws, ordinances, rules or regulations, CONTRACTOR shall give CITY and ENGINEER prompt, written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules or regulations, and without such notice to the CITY and ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

#### **TAXES:**

6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws, ordinances and regulations of the place of the Project which are applicable during the performance of the Work.

#### **USE OF PREMISES:**

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws, ordinances, and regulations, rights-of-way, permits and easements, and shall not reasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall

assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the CITY or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. CONTRACTOR shall, to the fullest extent permitted by laws and regulations, indemnify, defend and hold the CITY and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the CITY or ENGINEER to the extent based on a claim arising out of CONTRACTOR'S performance of the Work. This indemnification provision shall survive the termination of this agreement.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### **RECORD DOCUMENTS:**

6.19. CONTRACTOR shall maintain in accordance with the Technical Specifications in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders, and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. The record documents together with all approved samples

and a counterpart of all approved Shop Drawings will be available to the ENGINEER for reference. Upon completion of the Work, these record documents, samples, and Shop Drawings will be delivered to ENGINEER for the CITY.

#### **SAFETY AND PROTECTION:**

6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. All employees on the Work and other persons and organizations who may be affected thereby;

6.20.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction. CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss on or off the Work and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work for anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the CITY or the ENGINEER or anyone employed by

either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to the CITY and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of an and in the course of employment on Work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

6.21. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the CITY.

#### **EMERGENCIES AND PRECAUTIONS DURING ADVERSE WEATHER:**

6.22.1. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto. CONTRACTOR, without special instruction or authorization from ENGINEER or the CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if

CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change Order or Change Order will be issued to document the consequences of the changes or variations.

6.22.2. During adverse weather, and against the possibility thereof, the CONTRACTOR shall take all necessary precautions to ensure that the Work shall be done in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building paper shelters, or other acceptable means. The CONTRACTOR shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and he shall take such precautions and procure such additional insurance as he deems prudent. The ENGINEER may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season.

#### **SHOP DRAWINGS AND SAMPLES:**

6.23. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), ordinances, rules and all Shop Drawings which will bear the stamp that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will

have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.25.2. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review of each such variation.

6.26. ENGINEER will review within ten days of receipt thereof, Shop Drawings and samples but ENGINEER'S review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals. ENGINEER will review one (1) resubmittal for each shop drawing or product data. All costs of reviewing additional submittals shall be at the CONTRACTOR'S expense.



6.27. ENGINEER'S review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any review by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and acceptance of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

#### **CONTINUING THE WORK:**

6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the CITY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and the CITY may otherwise agree in writing.

#### **INDEMNIFICATION:**

6.30. The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Agreement. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby

waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this article violates Section 725.06, Florida Statutes or are unenforceable pursuant to Section 725.06, Florida Statutes.

#### **SPILL OR DISCHARGE OF WASTEWATER OR RECLAIMED WATER**

6.31. The CITY is currently under Consent Order 03-0666 with the Florida Department of Environmental Protection (FDEP). The discharge of wastewater or effluent (reclaimed water) into waters of the State

and or into canals, ditches, and ponds that are connected to waters of the State is prohibited. Any spill or discharge of wastewater or reclaimed water shall be immediately reported to the CITY ENGINEER (6727) 587-6713), and the CITY'S WASTEWATER COLLECTION SYSTEM MANAGER (6727) 507-4465). In the event of a spill or discharge, the CONTRACTOR shall immediately control, contain, and stop the spill or discharge and shall repair any damage to the CITY'S facilities. The CONTRACTOR shall be responsible for any penalties and costs charged to the CITY by the FDEP and for all costs incurred by the CITY as a result of the CONTRACTOR'S actions or as a result of the CONTRACTOR'S negligence.

Costs charged to the CITY by FDEP are for discharges that have been found not to be due to abnormal events and are, therefore, subject to stipulated penalties pursuant to Paragraph No. 25 of the Consent Order. This paragraph requires the City to pay FDEP stipulated penalties for wastewater discharged from the City System to surface waters that do not qualify as excusable discharges. In accordance with Paragraph 25, the stipulated penalty schedule is as follows. Each category is limited to a daily cumulative maximum amount of \$30,000.00.

| DEP CONSENT ORDER FINE SCHEDULE |                              |
|---------------------------------|------------------------------|
| Amount Day Discharge            | Discharge Volume             |
| \$500.00                        | Up to 5,000 gallons          |
| \$1000.00                       | 5,001 to 10,000 gallons      |
| \$2,500.00                      | 10,001 to 25,000 gallons     |
| \$5,000.00                      | 25,001 to 100,000 gallons    |
| \$10,000.00                     | In excess of 100,000 gallons |

The fines, and anticipated costs, which may be incurred by the CITY as a result of the CONTRACTOR'S actions or negligence, shall be paid to the CITY within 30 days, or the costs incurred will be deducted from the total Contract amount.

## ARTICLE 7 - OTHER WORK

### RELATED WORK AT SITE:

7.1. The CITY may perform other work related to the Project at the site by the CITY'S own forces, let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. If the performance of additional Work by other Contractor or the CITY is noted in the Contract Documents, no additional adjustment of time or compensation shall be considered.

7.2. CONTRACTOR shall afford each Utility owner and other contractors who are a party to such a direct contract (or the CITY, if the CITY is performing the additional work with the CITY'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the CITY and ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of the CITY and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between the CITY and other contractors.

7.3. If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor (or the CITY), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results of CONTRACTOR'S work. CONTRACTOR'S failure to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent defects and deficiencies in the other work.

## **COORDINATION:**

7.4. If the CITY contracts with others for the performance of other work on the Project at the site, the ~~person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Technical Specifications and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided in the Technical Specifications. Unless otherwise provided in the Technical Specifications, neither the CITY nor the ENGINEER shall have any authority or responsibility in respect of such coordination.~~

## **ARTICLE 8 - THE CITY'S RESPONSIBILITIES**

8.1. The CITY shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, the CITY shall appoint a consultant whose status under the Contract Documents shall be that of the former ENGINEER.

8.3. The CITY shall furnish the data required of the CITY under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4. The CITY'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraphs 4.2.1 and 4.2.2 refer to the CITY'S identifying and making available to CONTRACTOR copies of all reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. The CITY is obligated to execute Change Orders as indicated in paragraph 10.4.

8.6. In connection with the CITY'S right to stop Work or suspend Work, see paragraph 13.10 and 15.1. Paragraph 15.2 deals with the CITY'S right to terminate services of CONTRACTOR.

## **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

### **CITY'S REPRESENTATIVE:**

9.1. The ENGINEER will be the CITY'S representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER and the CITY'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of the CITY and ENGINEER.

### **VISITS TO SITE:**

9.2. After written notice to proceed with the work, the ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents; he will not be responsible for the construction means, methods, procedures, techniques and sequences of construction and he will not be responsible for the CONTRACTOR'S failure to perform the construction Work in accordance with the Contract Documents; he will not be responsible for safety precautions and procedures in connection with the Work; and during such visits and on the basis of his on-site observations, as an experienced and qualified design professional, he will keep the CITY informed of the progress of the work, will endeavor to guard the CITY against defects and deficiencies in the Work of the Contractor and may reject Work as failing to conform to the Contract Documents.

### **PROJECT REPRESENTATION:**

9.3. A Resident Project Representative may be assigned to assist ENGINEER in carrying out his responsibilities to CITY at the site. Resident Project Representative is ENGINEER'S agent at site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding Resident Representative's actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and

CONTRACTOR keeping the CITY advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with the City with the knowledge of and under the direction of ENGINEER.

9.3.1. Resident Project Representative shall where applicable:

9.3.1.1. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning its general acceptability.

9.3.1.2. Attend meetings with CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

9.3.1.3. Working principally through CONTRACTOR'S superintendent, assist ENGINEER in serving as the CITY'S liaison with CONTRACTOR, when CONTRACTOR'S operations affect the CITY'S on-site operations.

9.3.1.4. Assist in obtaining from the CITY additional details or information, when required for proper execution of the Work.

9.3.1.5. Record date of receipt of Shop Drawings and samples.

9.3.1.6. Receive samples which are furnished at the site by CONTRACTOR, and notify the ENGINEER of availability of samples for examination.

9.3.1.7. Advise the ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing if the submittal has not been approved by the ENGINEER.

9.3.1.8. Conduct on-site observations of the Work in progress to assist the ENGINEER in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

9.3.1.9. Report to the ENGINEER whenever Residential Project Representative believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the ENGINEER of Work that Resident Project Representative believes should be uncovered for observation, or requires special testing, inspection or approval. Nothing herein shall relieve the CONTRACTOR or the ENGINEER from the duties imposed by contract.

9.3.1.10. Verify that tests, equipment and systems start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to the ENGINEER appropriate details relative to the test procedures and start-ups

9.3.1.11. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the ENGINEER.

9.3.1.12. Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by the ENGINEER.

9.3.1.13. Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with Resident Project Representative's

recommendations to the ENGINEER. Transmit to CONTRACTOR decisions as issued by the ENGINEER.

9.3.1.14. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

9.3.1.15. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the ENGINEER.

9.3.1.16. Record all names, addresses and telephone numbers of the CONTRACTOR, all subcontractors and major suppliers of material and equipment.

9.3.1.17. Furnish the ENGINEER periodic reports as required of progress of the Work of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

9.3.1.18. Consult with the ENGINEER in advance of schedule major tests, inspections or start of important phases of the Work.

9.3.1.19. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to the ENGINEER, Change Orders, Work Directive Changes, and Field Orders.

9.3.1.20. Report immediately to the ENGINEER and the CITY upon the occurrence of any accident.

9.3.1.21. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to the ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

9.3.1.22. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the ENGINEER for review and forwarding to CITY prior to final payment for the Work.

9.3.1.23. Before the ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

9.3.1.24. Conduct final inspection in the company of the ENGINEER, the CITY and the CONTRACTOR and prepare a final list of items to be completed or corrected.

9.3.1.25. Observe that all items on final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

9.3.2. The Resident Project Representative shall not:

9.3.2.1. Authorize any deviation from the Contract Documents or substitution of materials or equipment.

9.3.2.2. Exceed limitations of the ENGINEER'S authority as set forth in the Contract Documents.

9.3.2.3. Undertake any of the responsibilities of CONTRACTOR, subcontractors, or CONTRACTOR'S superintendent.

9.3.2.4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

9.3.2.5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

9.3.2.6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.

9.3.2.7. Authorize the City to occupy the Project in whole or in part.

9.3.2.8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the ENGINEER.

#### **CLARIFICATIONS AND INTERPRETATIONS:**

9.4. The ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification of interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

#### **AUTHORIZED VARIATIONS OF WORK:**

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a field Order and will be binding on the CITY, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 and 12. The ENGINEER is not authorized to waive any requirements of this contract or to agree to any increase in the contract price or contract time.

#### **REJECTING DEFECTIVE WORK:**

9.6. The ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective or believes to be in non-conformance with the intent of the contract documents, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

#### **SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:**

9.7. In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.28 inclusive.

9.8. In connection with ENGINEER'S responsibilities as to Change Orders, see Article 10, 11, and 12.

9.9. In connection with ENGINEER'S responsibilities in respect of Applications for Payment, etc., see Article 14.

#### **DETERMINATIONS FOR UNIT PRICES:**

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR ENGINEER'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER'S written decisions thereon

will be final and binding upon the CITY or CONTRACTOR unless, within ten days after the date of any such decision, either the CITY or CONTRACTOR delivers to the other party to the Agreement and to ENGINEER written notice of intention to appeal from such a decision.

#### **DECISIONS ON DISPUTES:**

9.11. The ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Article 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within thirty (30) days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to the CITY or CONTRACTOR. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter will be a condition precedent to any exercise by the CITY or the CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

#### **LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:**

9.13. Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER or CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Whenever in the Contract Documents the term "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of the like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

9.15. ENGINEER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible to CONTRACTOR for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

9.16. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

#### **ARTICLE 10 - CHANGES IN THE WORK**

10.1. Without invalidating the Agreement and without notice to any surety, the CITY may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If the CITY and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefore as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the

Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22.1 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4. The CITY and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1. Changes in the work which are ordered by the CITY pursuant to paragraph 10.1, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties.

10.4.2. Changes in the Contract Price or Contract Time which are agreed to by the parties;

10.4.3. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provision of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. It is distinctly agreed and understood that any changes made in the Contract Documents for this Work (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the CITY to the CONTRACTOR shall in no way annul, release or affect the liability and surety on the Bonds given by the CONTRACTOR. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10.6. Notwithstanding, anything to the contrary contained within the contract documents, all change orders involving additional cost or extensions of

time, shall be governed by the ordinances of the City of Largo.

## ARTICLE 11 - CHANGE OF CONTRACT PRICE

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11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1. through 11.9.3. inclusive).

11.3.2. By mutual acceptance of a lump sum (which shall include an allowance for



overhead and profit in accordance with paragraph 11.6.2.1).

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR'S Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

#### **COST OF THE WORK:**

11.4. The term Cost of the Work means the sum of all costs necessary incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by the CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classification agreed upon by the CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the CITY.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless the CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the CITY. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the CITY, and

CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by the CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to the CITY who will then determine, with the advice of the ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5. Supplemental costs include the following:

11.4.5.1. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and tools not owned by the workers, which are consumed in the performance of Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.2. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by the CITY with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof-all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work. For special equipment and machinery such as

power driven pumps, concrete mixers, trucks, front end loaders, backhoes, and tractors, or other equipment, required for the economical performance of the authorized Work, the CONTRACTOR shall receive payment based on the weekly rate divided by 40 to arrive at an hourly cost. The weekly rate shall be from the latest edition of the Rental Rate blue book for Construction Equipment, published by Equipment Guide Book Co., reduced by 25 percent. Equipment cost shall be calculated based upon the actual time the equipment is used in the Work. If said Work required the use of machinery not on the Work or not to be used on the Work, the cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the Work shall be added to the fair rental rate; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

11.4.5.3. Sales, consumer, use or similar taxes related to the work and for which CONTRACTOR is liable, imposed by laws and regulations.

11.4.5.4. Royalty payments and fees for permits and licenses.

11.4.5.5. The site costs of utilities, fuel and sanitary facilities.

11.4.5.6. Cost of premiums for additional bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a

branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2. Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

11.5.3. Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all Insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.6 above).

11.5.5. Costs due to the negligence or intentional acts of the CONTRACTOR, any Subcontractor, or anyone whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

#### **CONTRACTOR'S FEE:**

11.6. The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profits shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. The cost allowance for overhead and profit shall not exceed fifteen percent (15%) of the net cost. If

the work is done by a Subcontractor, he may add ten percent (10%) of his net cost for overhead and profit and the Contractor may add five percent (5%) of the net cost for overhead and profit. If all the work is done by the Contractor, he may add fifteen percent (15%) of the net cost for overhead and profit;

11.6.2.2. See Article 11.6.2.1;

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.4. The amount of credit to be allowed by CONTRACTOR to the CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

#### **CASH ALLOWANCES:**

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to the ENGINEER, CONTRACTOR agrees that:

11.8.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### **UNIT PRICE WORK:**

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

11.9.3. Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

#### **OMITTED WORK:**

11.10. The City may at any time, by written order, without Notice to the Sureties, require omission of such contract work as it may find necessary or desirable. An order for omission of work shall be valid only by an executable change order. All work so ordered must be omitted by the CONTRACTOR. The amount by which the contract price shall be reduced shall be determined as follows:

11.10.1. By such applicable unit prices, or rates for work of a similar nature or character as set forth in the contract; or,

11.10.2. By the appropriate lump sum price set forth in the Contract; or,

11.10.3. By the reasonable and fair estimated cost of such omitted work as determined by the CONTRACTOR and the ENGINEER, and approved by the CITY.

#### **ARTICLE 12 - CHANGE OF CONTRACT TIME**

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12.1. The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than ten days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment of the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if the CITY and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays caused by

events beyond the control of CONTRACTOR if a claim is made thereof as provided in paragraph 12.1. Such events shall include, but not be limited to acts or neglect by the CITY or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God. If abnormal weather conditions are the basis for a Claim for additional time, such Claim shall be submitted within 30 days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work and could not have been reasonably anticipated and that weather conditions had an adverse effect on the scheduled construction.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

12.4 The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays in construction from any cause whatsoever but if occasioned by any act of God, or by any act or omission on the part of the CITY, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work, provided that the CONTRACTOR gives notice in writing of the cause of such act, hindrance or delay within ten days after its occurrence to the CITY. This paragraph shall include but not be limited to any actions which result in delays in scheduling, substantial changes in scope or work or substantial increases in the cost of performing the work under the Contract Documents

#### **ARTICLE 13 - WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

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##### **WARRANTY AND GUARANTEE:**

13.1. CONTRACTOR warrants and guarantees to the CITY and ENGINEER that all Work will be constructed in accordance with the Contract Documents. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in Article 13. The guarantee shall remain in effect for one year from the date of final acceptance

unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Unremedied defects identified for correction during the guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee. Defects in material, workmanship or equipment which are remedied as a result of obligations of the guarantee shall subject the remedied portion of the work to an extended guarantee period of one year after the defect has been remedied. The Surety shall be bound with and for the Contractor in the Contractor's faithful observance of the guarantee.

#### **ACCESS TO WORK:**

13.2. ENGINEER'S and ENGINEER'S representatives, other representatives of the CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

#### **TESTS AND INSPECTIONS:**

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the CITY'S or ENGINEER'S acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid as specified in the Contract Documents.

13.5. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the CITY (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligation's to perform the Work in accordance with the Contract Documents.

#### **UNCOVERING WORK:**

13.8. If any Work is covered contrary to the request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced, at CONTRACTOR'S expense.

13.9 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER'S request shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and if the parties are unable to agree as to the amount or extent thereof. CONTRACTOR may make a claim therefor as provided in Article 11 and 12.

#### **CITY MAY STOP THE WORK:**

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CITY to stop the Work shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of CONTRACTOR or any other party.

#### **CORRECTION OR REMOVAL OF DEFECTIVE WORK:**

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

#### **ONE YEAR CORRECTION PERIOD:**

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to the CITY and in accordance with the CITY'S written instructions, either correct such defective Work, or, if it has been rejected by the CITY, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the CITY may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written

Amendment. Nothing herein shall be deemed a waiver of the statute of limitations as provided in Florida Law.

13.13. If instead of requiring correction or removal and replacement of defective Work, the CITY (and prior to ENGINEER'S recommendation of final payment) prefers to accept it, the CITY may do so. ~~CONTRACTOR shall bear all direct, indirect and consequential costs attributable to the CITY'S evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).~~ If any such acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to the CITY.

#### **CITY MAY CORRECT DEFECTIVE WORK:**

13.14. If CONTRACTOR fails within thirty days (30) after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, the CITY may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incomplete in the Work all materials and equipment stored at the site or for which the CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the CITY, the CITY'S representative, agents and employees such access to the site as may be necessary to enable the CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the CITY in

exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of other destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the CITY of the CITY'S rights and remedies hereunder.

#### **ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION**

##### **SCHEDULE OF VALUES:**

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

##### **APPLICATION FOR PROGRESS PAYMENTS:**

14.2. Unless otherwise prescribed by law, at the end of each month, the CONTRACTOR shall submit to the Engineer for review, an Application for Progress Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and accomplished by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Progress Payment shall also be accompanied by a Bill of Sale, paid invoice, or other documentation warranting that the CONTRACTOR has received the 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 materials and equipment are covered by appropriate property

insurance and other arrangements to protect the CITY'S interest therein, all of which shall be satisfactory to the CITY. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. When applicable, the amount of retainage withheld and the schedule for release/payment of any retainage shall be in accordance with the procedures outlined in Section 218.735(8)(a), Florida Statutes. Unless otherwise stated in the Agreement, the term "50-percent completion" shall defined as set forth in Section 218.735(8)(b), Florida Statutes.

##### **CONTRACTOR'S WARRANTY OF TITLE:**

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the CITY no later than the time of payment free and clear of Liens.

##### **REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:**

14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the CITY, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make necessary corrections and resubmit the Application. Thirty days after receipt of the Application for Payment by the City with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by the CITY to CONTRACTOR.

14.5. ENGINEER'S recommendation of any payment requested in the Application for Payment shall not prohibit the City from withholding payment or prohibit the City from paying additionally sums regarding other matters or issues between the parties.

14.6. ENGINEER'S recommendation of final payment will constitute an additional representation by ENGINEER to the CITY that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER'S opinion, it would be incorrect to make such representations to the CITY. The ENGINEER may also refuse to recommend any such payment, or,

because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER'S opinion to protect the CITY from loss, including but not limited to:

14.7.1. The Work is defective, or completed Work has been damaged requiring correction or replacement.

14.7.2. The Contract Price has been reduced by Written Amendment or Change Order.

14.7.3. The CITY has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or

14.7.4. Of ENGINEER'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

14.7.5 The CITY may refuse to make payment of the full amount recommended by the ENGINEER because claims have been made against the CITY on account of CONTRACTOR'S performance or furnishing of the Work, or there are other items entitling the CITY to credit against the amount recommended, but the CITY must give CONTRACTOR written notice (with a copy to ENGINEER) stating the reasons for such action.

#### **SUBSTANTIAL COMPLETION:**

14.8. When the CONTRACTOR considers the entire Work ready for its intended use, the CONTRACTOR shall notify the CITY and the ENGINEER in writing that the Work is substantially complete and request that the ENGINEER prepare a Certificate of Substantial Completion. Within a reasonable time thereafter, the CITY, the ENGINEER and the CONTRACTOR shall make an inspection of the Work to determine the status of completion. If the ENGINEER does not consider the Work substantially complete, (it is not ready for its intended use) the ENGINEER shall notify the CONTRACTOR in writing giving the reasons therefor. If the ENGINEER considers the Work to be substantially complete, the ENGINEER will prepare and deliver to the CITY for its execution and recordation the Certificate of Substantial Completion signed by the ENGINEER and

CONTRACTOR, which shall fix the Date of Substantial Completion.

14.9. The CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but the CITY shall allow CONTRACTOR reasonable access to complete or correct items on the "punch list".

#### **PARTIAL UTILIZATION:**

14.10. Use by the CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which the CITY, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by the CITY without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all Work subject to the following:

14.10.1. The CITY at any time may request CONTRACTOR in writing to permit the CITY to use any such part of the Work which the CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to the CITY and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify the CITY and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the CITY, CONTRACTOR and ENGINEER shall make an inspection of that part of Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify the CITY and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2. The CITY may at any time request CONTRACTOR in writing to permit the



CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter the CITY, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to the CITY and ENGINEER that such part of the Work is not ready for separate operation by the CITY, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to the CITY and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final judgment between the CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon the CITY and CONTRACTOR at the time when the CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, the CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

#### **FINAL INSPECTION:**

14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with the CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete, defective, or not in accordance with the Contract Documents. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

#### **FINAL APPLICATION FOR PAYMENT:**

14.12. After CONTRACTOR has completed in writing all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents all

as required by the Contract Documents, and after ENGINEER has indicated in writing that the Work is acceptable and has been completed in conformance with the drawings and specifications and any approved changes thereto, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents.

#### **FINAL PAYMENT AND ACCEPTANCE:**

14.13. Upon receipt of written notice from the CONTRACTOR that the Work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of the Final Application for Payment and accompanying documentation, the ENGINEER shall promptly examine the Work and, making such tests as he may deem proper and using all of the care and judgment normally exercised in the examination of completed Work by a properly qualified and experienced Professional ENGINEER, shall satisfy himself that the CONTRACTOR'S statement appears to be correct and the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled. He shall then inform the CITY in writing that he has examined the Work and that it appears, to the best of his knowledge and belief, to conform to the Contract Drawings, Specifications and any approved Change Orders, that the CONTRACTORS other obligations under the Contract Documents have been fulfilled, and that he therefore recommends acceptance of the Work for ownership and Final Payment to the CONTRACTOR. However, it is agreed by the CITY and the CONTRACTOR that such statement by the ENGINEER does not in any way relieve the CONTRACTOR from his responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the ENGINEER or the CITY liable for any faulty Work done or defective materials or equipment used by the CONTRACTOR.

14.14. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, the CITY shall pay the remainder of the contract price as recommended by ENGINEER as provided in said paragraph 14.13. Prior to final payment, the CONTRACTOR must provide the CITY with waivers of any and all claims and liens from the CONTRACTOR and any and all subcontractors, sub-subcontractors, laborers, or. These waivers are conditions precedent to final payment. The CITY may

withhold amounts it deems necessary to cover any claims of which it has been notified of subcontractors, sub-subcontractors, materialmen, suppliers or others from final payment to the CONTRACTOR

14.15. The ENGINEER will then make a final estimate of the value of all Work done and will deduct therefrom all previous payments which have been made. The ENGINEER will report such estimate to the CITY together with his recommendation as to the acceptance of the Work or his findings as to any deficiencies therein. After receipt and acceptance by the CITY of the properly executed Final Warranty of Title and after approval of the ENGINEER'S estimate and recommendation to the CITY, the CITY will make final payment to the CONTRACTOR of the Amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including, but not limited to, Liquidated Damages, as applicable.

14.16. All prior estimates are subject to correction in the final estimate. Thirty days after approval by the CITY of the application for final payment, the amount recommended by ENGINEER shall become due and will be paid to Contractor.

#### **CONTRACTOR'S CONTINUING OBLIGATION:**

14.17. CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by the CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the CITY, nor any act of acceptance by the CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by the CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

#### **ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

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##### **CITY MAY SUSPEND WORK:**

15.1. The CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. ~~CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.~~

##### **CITY MAY TERMINATE**

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such timing relating to the bankruptcy or insolvency;

15.2.2. If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

15.2.5. If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6. If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7. If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates any provisions of the Contract Documents;

15.3. The CITY may, after giving CONTRACTOR and Surety seven days written notice of any default and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as the CITY may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the expense of completing the work including compensation for additional managerial and administrative services, plus the CITY'S direct, indirect and consequential losses, damages and costs because of the CONTRACTOR'S default (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and Court costs) such excess will be paid to CONTRACTOR. If such expenses and costs plus the CITY'S losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to the CITY promptly on demand. Such costs incurred by the CITY will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph the CITY shall not be required to obtain the lowest price for the work performed.

15.4. Where CONTRACTOR'S services have been so terminated by the CITY, the termination will not affect any rights or remedies of the CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by the CITY will not release CONTRACTOR from liability.

15.5. The CITY may terminate this Contract without cause by giving seven (7) days prior written notice to the Contractor, and in such event, the CITY will pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination, plus reasonable termination expenses. The CITY also will reimburse the CONTRACTOR for all costs necessarily incurred for organizing and carrying out the stoppage of the Work and paid directly by the CONTRACTOR, not including overhead, general expenses or profit. The CITY will not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments to subcontractors or material men or for penalties or damages for canceling such contractual commitments, (with the exception that the CITY shall reimburse the CONTRACTOR for major materials or equipment purchased before termination if the CONTRACTOR can show proof of said purchases prior to notice of termination) inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. In the event of termination by the CITY, the CITY may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same.

#### **FISCAL NON-FUNDING**

15.6. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

#### **CONTRACTOR MAY STOP WORK OR TERMINATE:**

15.7. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of

more than ninety (90) days by the CITY or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or the CITY fails for sixty (60) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to the CITY and ENGINEER, terminate the Agreement and the CITY will pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the work completed as of the Date of Termination plus reasonable termination expenses. The CITY will not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments for canceling such contractual commitments inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. The CITY may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or the CITY has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days written notice to the CITY and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the CITY.

## **ARTICLE 16 - MISCELLANEOUS**

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### **GIVING NOTICE:**

16.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### **COMPUTATION OF TIME:**

16.2. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### **NO LIMITATION OF RIGHTS AND REMEDIES:**

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to the CITY and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty obligation, right and remedy to which they apply. All representations warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

### **ACCIDENT AND PREVENTION:**

16.4. The safety provisions of applicable laws and building and construction codes shall be observed by CONTRACTOR and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on Work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

16.5. In the event the CITY is prevented from proceeding with any or all of this Work as stated in this Contract, due to a declaration of war, or national emergency, by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, ~~or due to the stoppage of construction caused by any~~ governmental agency, State, City, Town, or County regulations, orders, restrictions, or due to circumstances beyond the CITY'S control, then the CITY herein reserves the right to either suspend the Work to be done for an indefinite period of time or to cancel this Agreement outright by giving notice by registered mail of such intention to the CONTRACTOR herein. In the event of any conditions above mentioned occurring after the Work herein has already been commenced, then the CITY herein shall be liable for only the cancellation or suspension without the addition of prospective profits or other changes whatsoever.

#### **FLORIDA PRODUCTS AND LABOR**

16.6. The CONTRACTOR'S attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

#### **EMPLOYEES:**

16.7. All labor described in these specifications or indicated on the Drawings and the Work specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

16.8. Any person employed on the Work who fails, refuses or neglects to obey the instructions of the CONTRACTOR in anything relating to this Work or who appears to the CITY to be disorderly, intoxicated, insubordinate, or incompetent, shall upon the order of the CITY, be at once discharged and not again employed in any part of the Work. Any interference with, or abuse or threatening conduct toward the CITY, ENGINEER or their inspectors by the CONTRACTOR or his employees or agents, shall be authority for the CITY to annul the Contract and re-let the Work. No intoxicating substance shall be allowed on the Work site.

#### **NON-DISCRIMINATION:**

16.9. The CONTRACTOR shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex,

age, handicapped status, disabilities, or national origin. The CONTRACTOR will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors as well.

#### **ASSIGNMENT:**

16.10. This Agreement, nor any monies due hereunder, or any part thereof, shall not be assigned, or transferred, by CONTRACTOR, nor shall the CITY be liable to any assignee or transferee, without the written consent of the CITY, to the assignment, or transfer. The CITY shall not release or discharge CONTRACTOR from any obligation hereunder. The CITY shall not approve an assignment or transfer unless the Surety on the Contract Performance and Payment Bonds has informed the CITY in writing that it consents to the assignment or transfer.

#### **GOVERNING LAW; JURISDICTION AND VENUE:**

16.11. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida without regard to the conflicts or choice of law principals thereof. Each of the parties hereto: (a) irrevocably submits itself to the exclusive jurisdiction of the State of Florida, and agree that venue shall lie exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida for any state court action arising out of this Agreement, and exclusively in the United States District Court for the Middle District of Florida, Tampa Division, for any federal court action arising out of this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit, action, or proceeding by any party hereto is brought in an inconvenient form or that venue of such suit, action, or proceeding is improper or that this Agreement or the

subject matter hereof may not be enforced in or by such courts.

**ASBESTOS:**

16.12. If the CONTRACTOR during the course of the Work observes the existence of asbestos in any structure, building or facility, the CONTRACTOR shall promptly notify the CITY and the ENGINEER. The CITY shall consult with the ENGINEER regarding removal or encapsulation of the asbestos material and the

CONTRACTOR shall not perform any Work pertinent to the asbestos material prior to receipt of special instructions from the CITY through the ENGINEER.

**RIGHT TO AUDIT:**

16.13. If the CONTRACTOR submits a claim to the CITY for additional compensation, the CITY shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR'S books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR'S plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon all subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the CITY deems desirable during the CONTRACTOR'S normal business hours at the office of the CONTRACTOR. The accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the CITY.

**CONTRACTOR'S PUBLIC RECORDS OBLIGATIONS**

16.14 Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Contractor when acting as an agent of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that

ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Contract; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost, to the City all public records in possession of the Contractor within thirty (30) days after termination of this Contract, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Contract. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which Contractor is acting as an agent of the City.

Company: Asphalt Paving Systems Inc.

Date 3/8/2017

Signature   
(Authorized Corporate Officer)

Robert Capoferri, President  
(Typed/Printed)

Corporate Seal

bench repair, grouting, and manhole lining services.

On March 21, 2017, the City Commission approved the award of Bid No. 17-C-590 for manhole rehabilitation to the four contractors listed below. The agreement has a term of one year, with the option of two additional one year renewal periods. All four contractors have indicated, in writing, that they wish to renew the agreement with the understanding that the extension will be subject to the same terms and conditions, including unit prices, as the original bid document. The four contractors are:

- Concrete Conservation, Inc.;
- T.V. Diversified, LLC;
- VacVision Environmental, LLC;
- Rowland, Inc.

FY 2018 budgeted items considered for this APA:

| <b>Stormwater</b>               |                             | <b>Dept</b> |
|---------------------------------|-----------------------------|-------------|
| \$150,000                       | Stormwater APA repairs      | ESD         |
| \$132,100                       | Stormwater Repairs          | PW          |
| <b>\$282,100</b>                | <b>Total</b>                |             |
| <b>Wastewater (Collections)</b> |                             | <b>Dept</b> |
| \$818,000                       | Sanitary R&M                | ESD         |
| \$200,000                       | LS15 SS I&I Project         | ES          |
| \$750,000                       | SSO Prevention Projects 1-4 | ES          |
| <b>\$1,768,000</b>              | <b>Total</b>                |             |

Funds under the APA are not spent unless a project and associated cost are assigned to a contractor.

**RENEWAL OF BID NO. 17-C-589, PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION, TO AJAX PAVING INDUSTRIES OF FLORIDA, LLC, ASPHALT PAVING SYSTEMS, INC., AND GATOR GRADING AND PAVING, LLC**

The purpose of this memo is to obtain City Commission approval for the second optional renewal year of the Bid No. 17-C-589, Pavement and Roadway Infrastructure Rehabilitation to three contractors. The City performs contract preventative maintenance, rehabilitation and reconstruction of roadways through the use of annual purchase agreements (APA) with multiple contractors for a variety of techniques including micro sealing, traditional milling and asphalt overlay, full depth reclamation, and complete reconstruction. This APA is for pavement rehabilitation, which includes repair or replacement of the driving surface, curbing, sidewalks, pavement striping, and traffic calming.

On April 4, 2017, the City Commission approved the award of Bid No. 17-C-589 for pavement rehabilitation to three firms listed below. The agreement has a term of one year, with the option of two additional one year renewal periods. All three contractors have indicated, in writing, that they wish to renew the agreement with the understanding that the extension will be subject to the same terms and conditions, including unit prices, as the original bid document. The three contractors are:

- Ajax Paving Industries of Florida, LLC.
- Asphalt Paving Systems, Inc.
- Gator Grading and Paving, LLC.



Staff has identified the following funding in the FY 2018 budget that will use this APA.

| <i>Fund</i>    | <i>Amt</i> | <i>Department</i> | <i>Description</i>          |
|----------------|------------|-------------------|-----------------------------|
| General        | \$20,000   | PW                | Parking Lot Maintenance     |
| General        | \$7,500    | RPA               | Asphalt Patches, Misc Parks |
| General        | \$238,100  | PW                | Street Maintenance          |
|                |            |                   |                             |
| County Gas Tax | \$50,000   | ESD               | Road and Sidewalk R&M       |
| County Gas Tax | \$10,000   | PW                | Sidewalk Minor Repairs      |
| County Gas Tax | \$25,000   | PW                | Street Minor Repairs        |
|                |            |                   |                             |
| TIF 7a, 8, 9   | \$230,200  | ESD               | Sidewalk Expansions         |

Funds will not be expended unless a specific project/ scope is assigned to a contractor.

#### **APPROVAL OF THE SETON MANOR SUBDIVISION PLAT**

Two privately owned residential parcels with existing houses are being subdivided into three parcels. The property is adjacent to the private roadways of Carroll Manor Drive and Seton Lane. The subdivision of the property will result in three residential lots that meet the City's Comprehensive Development Code requirements for minimum lot size. The platting of this property is not associated with a development order. The property owner wishes to plat the subdivision of lots to ensure that records are updated and to accurately map the depiction of land subdivision.

The following outside utility agencies have reviewed the proposed final plat and have indicated no objections: Spectrum Communications, Duke Energy, Frontier, Wide Open West, Clearwater Gas, Level 3 Communication, and TECO/Peoples Gas. The following City Departments have reviewed the final plat and have also indicated no objections: Community Development, Public Works, Engineering Services, Environmental Services and Finance. The final plat meets all CDC requirements and is in conformance with Florida State and Pinellas County platting standards.

#### **AUTHORIZATION TO PURCHASE CELLULAR VOICE AND DATA SERVICES FROM AT&T MOBILITY IN ACCORDANCE WITH STATE CONTRACT NO. DMS-10/11-008A IN THE ESTIMATED ANNUAL AMOUNT OF \$55,000**

The City of Largo has been using AT&T Mobility for cellular voice telephone services since October, 2013. The initial cellular voice contract was for three years and currently the City is under the terms and conditions of the state contract, which is in effect until January 10, 2022. This cellular voice service is used by all City Departments. The rate is \$0.06 per minute per call and provides several base cellular phone models at no cost to the City. These services are also used by the Police Department as an emergency secondary connectivity method in case of failure by the primary cellular data services provider. Due to some smartphones now being deployed, there is an additional data component to this purchase.

#### **AUTHORIZATION TO PURCHASE CENTRANET TELEPHONE VOICE SERVICES FROM THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES IN THE ESTIMATED AMOUNT OF \$80,000 FOR THE PERIOD OF OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018**

Centranet is a communications service offered by the State of Florida Department of Management Services. The City recently moved the Primary Rate Interface (PRIs) from Verizon to Centranet. The PRI consists of 2 digital circuits that allow up to 46 simultaneous external voice calls (local and long distance). This service provides the primary land line voice services for phone number 727-587-6700 which allows for incoming and outgoing calls through the City telephone system serving City telephones on the internal 4 digit dialing plan. Most of the Direct Inward Dialing (DID) numbers are served by these PRI circuits. The use of 2 circuits allows for redundancy





9021 Wire Rd • Zephyrhills, FL 33540  
Phone (813) 788-0010 • Fax (813) 788-0020

September 25, 2017

Rafal Cieslak  
City of Largo Engineering Services department  
Post Office Box 296  
Largo Fl. 33779-0269

RE: City of Largo, FL – Pavement and Roadway Infrastructure rehabilitation

Dear Mr. Cieslak,

Asphalt Paving Systems, Inc. agrees to extend Contract 17-C-589 with the city of Largo. We are able to honor the same terms, conditions and unit pricing on the above referenced contract for fiscal year October 1, 2017 to September 30, 2018.

Please feel free to contact me should you have any questions.

Thank you,

A handwritten signature in blue ink, appearing to read "David M. Gannon", is written over the printed name.

David Gannon

Asphalt Paving Systems, Inc.  
9021 Wire Rd.  
Zephyrhills, Fl. 33540  
813-788-0010



DATE: 2/26/2018

TO: Ronnie S. Navarro, PE City Engineer  
City of Dania Beach  
1201 Stirling Road  
Dania Beach, FL 33004  
954.924.3615

FROM: Asphalt Paving Systems, Inc.  
Randy Shane & Kris Shane - South Fl  
9021 Wire Road  
Zephyrhills, FL 33540  
Ph: 813-892-0056 or 813-480-1865

RE: Project proposal  
**D MICRO-SURFACE**

| Product    | Description                                                            | Units       | Quantity  | Unit Price   | Total Price   |
|------------|------------------------------------------------------------------------|-------------|-----------|--------------|---------------|
|            | <b>Piggyback Polk County Contract</b>                                  |             |           |              | \$ -          |
|            | <b>PC 005 Micro-Surfacing</b>                                          |             |           |              |               |
| PC-003     | CRACK SEALING                                                          | GAL         | 500.00    | \$ 20.00     | \$ 10,000.00  |
| PC-005-2   | DOUBLE MICRO-SURFACING                                                 | SY          | 42,958.00 | \$ 3.45      | \$ 148,205.10 |
| PC-005-3   | RUT FILLING                                                            | TON         | 42.00     | \$ 150.00    | \$ 6,300.00   |
| PC-011-2   | STRIPING REMOVAL BY GRINDING                                           | SF          | 18,000.00 | \$ 0.50      | \$ 9,000.00   |
|            |                                                                        |             |           |              |               |
| <b>711</b> | <b>THERMOPLASTIC PM</b>                                                |             |           |              |               |
| 11-125     | Thermo STD, White, Solid, 24"                                          | LF          | 450.00    | \$ 5.00      | \$ 2,250.00   |
| 11-123     | Thermo STD, White, Solid, 12"                                          | LF          | 200.00    | \$ 2.50      | \$ 500.00     |
| 11-111     | Thermo STD, White, Solid, 6"                                           | NM          | 3.30      | \$ 4,000.00  | \$ 13,200.00  |
| 11-131     | Thermo STD, White, 10'-30' Skip, 6"                                    | GM          | 0.00      | \$ 1,125.00  | \$ -          |
| 11-170     | Thermo STD, White, Arrows                                              | EA          | 20.00     | \$ 60.00     | \$ 1,200.00   |
| 11-160     | Thermo STD, White, Message                                             | EA          | 2.00      | \$ 190.00    | \$ 380.00     |
| 11-124     | Thermo STD, White, Solid, 18"                                          | LF          | 0.00      | \$ 3.75      | \$ -          |
| 11-211     | Thermo STD, Yellow, Solid, 6"                                          | NM          | 2.82      | \$ 4,000.00  | \$ 11,280.00  |
| 11-231     | Thermo STD, Yellow, Skip, 6"                                           | GM          | 1.00      | \$ 1,125.00  | \$ 1,125.00   |
| 11-224     | Thermo STD, Yellow, Solid, 18"                                         | LF          | 0.00      | \$ 3.75      | \$ -          |
| PC--012-2  | FURNISHING/ INSTALLING BI-DIRECTIONAL YELL                             | EA          | 360.00    | \$ 5.00      | \$ 1,800.00   |
| <b>710</b> | <b>PAINTED PM</b>                                                      |             |           |              |               |
| 11-111     | Standard, White, Solid, 6"                                             | NM          | 3.30      | \$ 1,585.00  | \$ 5,230.50   |
| 11-123     | Standard, White, Solid, 12"                                            | LF          | 200.00    | \$ 1.50      | \$ 300.00     |
| 11-125     | Standard, White, Solid, 24"                                            | LF          | 450.00    | \$ 3.00      | \$ 1,350.00   |
| 11-211     | Standard, Yellow, Solid, 6"                                            | NM          | 2.82      | \$ 1,585.00  | \$ 4,469.70   |
| 11-231     | Standard, Yellow, Skip, 6"                                             | GM          | 1.00      | \$ 675.00    | \$ 675.00     |
| 11-160     | Standard, White, Message                                               | EA          | 2.00      | \$ 50.00     | \$ 100.00     |
| 11-170     | Standard, White, Arrows                                                | EA          | 20.00     | \$ 25.00     | \$ 500.00     |
| 101-1      | Mobilization                                                           | LS          | 1.00      | \$ 1,500.00  | \$ 1,500.00   |
| 102-1      | Maintenance Of Traffic                                                 | Per Day     | 6.00      | \$ 1,250.00  | \$ 7,500.00   |
| Cont.      | Manhole Riser                                                          | EA          | 10.00     | \$ 375.00    | \$ 3,750.00   |
| Cont.      | Water Box Riser                                                        | EA          | 10.00     | \$ 150.00    | \$ 1,500.00   |
| Misc.      | Misc. Allowance to be used at the City's Approval for the above items. |             |           | \$ 20,000.00 | \$ 20,000.00  |
|            |                                                                        | Page 1 of 2 |           |              | \$ -          |

|       |               |
|-------|---------------|
| Total | \$ 242,115.30 |
|-------|---------------|

Respectfully Submitted,

*Randy D. Shane and Kris Shane*

Asphalt Paving Systems, Inc.

Zephyrhills, Florida

c: 813-892-0056 or 813-480-1865

e: [rd.shane@hotmail.com](mailto:rd.shane@hotmail.com)

e: [k.shaneaps@gmail.com](mailto:k.shaneaps@gmail.com)

Accepted By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\* Proposal valid for 30 days.

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Ordinance

**Continued from:**

### Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING SECTION 8, ENTITLED “SEAL” OF PART I, “THE MUNICIPALITY OF THE CITY OF DANIA BEACH”, ARTICLE I, ENTITLED “GENERAL PROVISIONS”, OF THE CITY CHARTER TO DESIGNATE THE NEW OFFICIAL SEAL OF THE CITY, AS AUTHORIZED BY FLORIDA STATUTES, SECTION 165.043, ENTITLED “OFFICIAL COUNTY OR MUNICIPAL SEAL”

### Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

### Fiscal Impact/Cost Summary

### Exhibits Attached

City Seal Memo, O-2018- Amending City Charter Sec. 8 - SEAL

## MEMORANDUM

Date: April 12, 2018

To: Tamara James, Mayor  
Bill Harris, Vice Mayor  
Chickie Brandimarte, Commissioner  
Bobbie H. Grace, Commissioner  
Marco A. Salvino, Sr., Commissioner

CC: Robert Baldwin, City Manager  
Rickelle Williams, CRA Executive Director  
Tom Schneider, City Clerk

From: Thomas J. Ansbro, City Attorney

Subject: Amendment of City Charter to Officially Designate New City Seal

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In Part 1 of the City Charter, entitled “The Municipality of the City of Dania Beach, “Article 1 entitled “General Provisions”, Section 8 entitled “Seal” currently designates the wording to be used on the City seal as “Broward’s First City – Dania Beach Incorporated 1904”. To be consistent with the City re-branding effort, attached is an Ordinance which will amend that Charter Section so that the new City seal is identified with the new wording: ”Dania Beach – Established 1904”

Section 165.043 of the Florida Statutes authorizes the City to formally designate its municipal seal. That state law also provides that it is a second degree misdemeanor for anyone to manufacture, use, display or other employ use of any facsimile or reproduction of the seal, except by municipal officials and employees in the performance of their official duties, unless the “express approval” of the City Commission is first obtained.

This Ordinance is ready for adoption by the City Commission.

TJA/la

**ORDINANCE NO. 2018-008**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING SECTION 8, ENTITLED "SEAL" OF PART I, "THE MUNICIPALITY OF THE CITY OF DANIA BEACH", ARTICLE I, ENTITLED "GENERAL PROVISIONS", OF THE CITY CHARTER TO DESIGNATE THE NEW OFFICIAL SEAL OF THE CITY, AS AUTHORIZED BY FLORIDA STATUTES, SECTION 165.043, ENTITLED "OFFICIAL COUNTY OR MUNICIPAL SEAL"; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:**

**Section 1.** That pursuant to Florida Statutes, Section 165.043, entitled "Official county or municipal seal", the City of Dania Beach, Florida wishes to amend Part 1 of the City of Dania Beach Charter, which Part is entitled "The Municipality of the City of Dania Beach, Article 1 entitled "General Provisions", Section 8 entitled "Seal" to read as follows:

**Sec. 8 – Seal.**

The official seal of the City of Dania Beach shall bear the legend "~~Broward's First City~~  
~~—Dania Beach—Incorporated~~ "Dania Beach – Established 1904."

**Section 2.** That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 3.** That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance, are repealed to the extent of such conflict.

**Section 4.** That this Ordinance shall take full effect immediately upon its passage and adoption.

**PASSED** on first reading on April 24, 2018.

**PASSED AND ADOPTED** on second reading on \_\_\_\_\_, 2018.

ATTEST:

---

THOMAS SCHNEIDER, CMC  
CITY CLERK

---

TAMARA JAMES  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

---

THOMAS J. ANSBRO  
CITY ATTORNEY

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Resolution

**Continued from:**

### Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE SITE PLAN (SP-123-17) AS SUBMITTED BY BARI DRORE, FOR THE APPLICANT DRORE SPEC HOMES LLC, FOR THE DEVELOPMENT OF THE PROPERTY LOCATED AT 3260 SW 44TH ST, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION

### Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

### Fiscal Impact/Cost Summary

### Exhibits Attached

Drore Staff report OPT, R-2018- Drore Spec Homes Site Plan (SP-123-17), Drore SP drawing OPT, Drore SP app & backup OPT





**CITY OF DANIA BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT**

**DATE:** April 24, 2018

**TO:** Robert Baldwin, City Manager

**VIA:** Marc LaFerrier, AICP, Director

**FROM:** Corinne Lajoie, AICP, Planning and Zoning Manager, LEED G.A. *CL Lajoie*

**SUBJECT:** **SP-123-17:** The applicant and owner, Bari Dore, is requesting Site Plan approval for a property located at 3260 SW 44 Street.

**REQUESTS**  
**SITE PLAN**

To allow the construction of 15 townhomes.

**PROPERTY INFORMATION**

|                       |                                            |
|-----------------------|--------------------------------------------|
| EXISTING ZONING:      | Multiple-Family Residential District (RM1) |
| LAND USE DESIGNATION: | Irregular (10) Residential                 |

**VIOLATIONS ON PROPERTY**

There are no open violations on this property.

The subject property is approximately one and a half (1.5) acres in size. The property is currently vacant and is located on the south side of SW 44 Street.

**SITE PLAN**

The applicant is proposing construction of fifteen (15) townhomes, each will be 2,400 square feet in area and each will have a garage. The units are clustered in buildings of two (2) and three (3) units. This small clustering of units creates building mass similar to a single family home making them compatible with the existing neighborhood.

The applicant was requested to conduct community outreach. Staff has not been made aware that any neighborhood outreach has occurred outside the legally required public notification procedures required by law.

The City Engineer has identified that the traffic study for this project has been reviewed and accepted. The anticipated PM hour of trips is thirteen (13). No significant impact on local road traffic is anticipated.

**Development Review Committee (DRC)**

The site plan plat was reviewed by the Development Review Committee twice, on December 28, 2017 and on February 22, 2018, which includes representative from the BSO Fire, Public Services, the City's landscape consultant and the Planning Division. The applicant has the following comments that have not yet been addressed.

- 1) Provide value of all specimen trees, including those proposed to remain, per Sec. 275-80 (Landscape).

- 2) Add a note on Sheet T-1 that per Sec. 825-140(C), a payment to the Tree Trust fund will be made in the amount of \$3,037, which is equal to the value of specimen trees proposed for removal (Landscape).
- 3) The amount of canopy removed and amount of mitigation required listed on sheet T-1 is incorrect.
  - a. The total canopy removed is listed as 4,944 SF. This does not total all tree canopies being removed. Provide to total canopy proposed for removal.
  - b. Any tree that is considered to be dead, diseased, or danger of falling should be clearly marked as such on the tree table. Note that mitigation for such trees is 1:1 per Sec. 825-60.
  - c. The mitigation amount is listed as 4,944SF with 4,950SF of mitigation being provided. The provided mitigation amount of 4,950SF is calculated correctly; however, the amount of canopy being removed is not the total required mitigation. Per Sec. 825-100, trees being removed on all new or amended developments shall be mitigated an additional 50 percent (150% of canopy removed).
  - d. For tree species identified as category 1 invasive on the current version of the Florida Exotic Pest Plan Council's Invasive Species List, the canopy shall be mitigated at a rate of 25%, per Sec. 825-100. Note that the 150% canopy mitigation still applies for new and amended developments (Example: Invasive Canopy SF x 25% x 150% = mitigation SF).
  - e. The mitigation should be clear on how it was calculated. List the canopy removed and mitigation required for category 1 invasive trees, non-category 1 invasive trees, and (if any) dead, diseased, or in danger of falling trees. You may provide an excel spreadsheet via email to [daniel.parobok@metriceng.com](mailto:daniel.parobok@metriceng.com) for review and comment to aid in coordination (Landscape).
- 4) Sheet L-1 lists green buttonwood as a shade tree. Note that this species does not meet the requirements of Shade/Canopy tree as defined in Sec. 275-190. Provide an alternative species to be counted toward the shade tree requirement (Landscape).
- 5) On Sheet L-1, one MG tree symbol appears to be on pavement, not in a planting/sodded area, near the southeast area of the site. Please clarify (Landscape).
- 6) Fire Department Access Information as follows:
  - c. Fire Department turn around road needs to be a min of 20 ft wide and 50 ft in length. STILL REQUIRED Fire Department turnaround 50 feet to start from the tip of the curb next to Bldg 3 (Fire).
- 7) Proof of Water Supply & Fire Flow Demand as follows:
  - a. Building Construction Type and Square Footage (note on plans) STILL REQUIRED
  - b. Fire Flow Demand Calculations Signed and Sealed by Licensed Engineer STILL REQUIRED
  - c. A completed Application for the Approval of the Fire Protection Water Supply Design (See the last page of this document) STILL REQUIRED
  - d. Statement of verification from the design professional of record, on official company letterhead, that the proposed water main sizing, fire hydrant spacing, and fire hydrant locations, are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code. (This document shall bear the seal and signature of the engineer). STILL REQUIRED (Fire).

- 8) Your digital signature is non-compliant, please review Statutes and Rules on the FBPE website (Engineering).
- 9) Provide geometric dimensions in your civil site plan drawings (Engineering).
- 10) Review grading scheme between rear of property and proposed swales – seems to be very steep (Engineering).
- 11) Adjacent properties are much lower than proposed elevation. Provide retaining wall around property to contain stormwater within proposed site (Engineering).
- 12) Off-site Development on SW 44th Street:
  - SW 44th Street had been observed to be flood prone. There are two catch basins without storm pipes fronting the property; developer to provide the missing pipe with a 12-inch HDPE between the two drainage structures.
  - Provide at least 6" deep swale (V-shape) between proposed sidewalk and edge of pavement.
  - Roadway width of SW 44 Street is only 19 feet per survey, developer to add 1.5 feet to the existing asphalt pavement within the frontage of the property (Engineering).
- 13) Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal (Engineering).
- 14) The proximity to the airport will be required FAA/BCAD review and approval. Contact William Castillo, Airport Planner with Broward County Aviation Department, located at 2200 SW 45 Street, Suite 101, Dania Beach, FL 33315, (954) 359-6100. NEED CONFIRMATION LETTER OF APPROVAL FROM FAA/BCAD (Planning).
- 15) WILDLIFE PROTECTION: Per Article 250, "the developer of any existing natural land area in excess of one-half (1/2) acre in the city must provide wildlife study. PROPERTY IS CURRENTLY VACANT WITH NO BUILDING STRUCTURE; PLEASE PROVIDE WILDLIFE PROTECTION STUDY REFER TO ARTICLE 250 (Planning).

#### **CITY COMMISSION ACTION**

Approve the resolution with the outstanding DRC comments as conditions of approval.

## **RESOLUTION NO. 2018-062**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-123-17) AS SUBMITTED BY BARI DRORE, FOR THE APPLICANT DRORE SPEC HOMES LLC, FOR THE DEVELOPMENT OF THE PROPERTY LOCATED AT 3260 SW 44<sup>TH</sup> ST, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City Code of Ordinances, Chapter 28, entitled "Land Development Code" (the "LDC"), of Part 6, entitled "Development Review Procedures and Requirements," Article 635, entitled "Site Plans," states that site plan approval is required as a condition to the issuance of a building permit; and

**WHEREAS**, Bari Drore, Drore Spec Homes LLC (the "Applicant"), is requesting Site Plan approval to permit the construction of a proposed 15 Town Homes residential development (SP-123-17) as referenced in Exhibit "B," for property located at 3260 SW 44<sup>th</sup> Street in the City of Dania Beach, Florida (the "City"), as legally described in Exhibit "A", both Exhibits are made a part of and incorporated into this Resolution by this reference; and

**WHEREAS**, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

**WHEREAS**, the City Commission finds that the approval of the proposed Site Plan (SP-123-17) is consistent with the City's Land Development Code and Comprehensive Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:**

**Section 1.** That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

**Section 2.** Pursuant to Chapter 28 "Land Development Code," Part 6 "Development Review Procedures and Requirements," Article 635 "Site Plan," the Site Plan (SP-123-17), attached as Exhibit "B" which is made a part of and incorporated into this Resolution by reference, is approved.

**Section 3.** The approvals granted by this Resolution are subject to the Applicant's compliance with the following conditions:

- 1) Provide value of all specimen trees, including those proposed to remain, per Sec. 275-80 (Landscape).
- 2) Add a note on Sheet T-1 that per Sec. 825-140(C), a payment to the Tree Trust fund will be made in the amount of \$3,037, which is equal to the value of specimen trees proposed for removal (Landscape).
- 3) The amount of canopy removed and amount of mitigation required listed on sheet T-1 is incorrect.
  - a. The total canopy removed is listed as 4,944 SF. This does not total all tree canopies being removed. Provide to total canopy proposed for removal.
  - b. Any tree that is considered to be dead, diseased, or danger of falling should be clearly marked as such on the tree table. Note that mitigation for such trees is 1:1 per Sec. 825-60.
  - c. The mitigation amount is listed as 4,944SF with 4,950SF of mitigation being provided. The provided mitigation amount of 4,950SF is calculated correctly; however, the amount of canopy being removed is not the total required mitigation. Per Sec. 825-100, trees being removed on all new or amended developments shall be mitigated an additional 50 percent (150% of canopy removed).
  - d. For tree species identified as category 1 invasive on the current version of the Florida Exotic Pest Plan Council's Invasive Species List, the canopy shall be mitigated at a rate of 25%, per Sec. 825-100. Note that the 150% canopy mitigation still applies for new and amended developments (Example: Invasive Canopy SF x 25% x 150% = mitigation SF).
  - e. The mitigation should be clear on how it was calculated. List the canopy removed and mitigation required for category 1 invasive trees, non-category 1 invasive trees, and (if any) dead, diseased, or in danger of falling trees. You may provide an excel spreadsheet via email to [daniel.parobok@metriceng.com](mailto:daniel.parobok@metriceng.com) for review and comment to aid in coordination (Landscape).
- 4) Sheet L-1 lists green buttonwood as a shade tree. Note that this species does not meet the requirements of Shade/Canopy tree as defined in Sec. 275-190. Provide an alternative species to be counted toward the shade tree requirement (Landscape).
- 5) On Sheet L-1, one MG tree symbol appears to be on pavement, not in a planting/sodded area, near the southeast area of the site. Please clarify (Landscape).
- 6) Fire Department Access Information as follows:
  - c. Fire Department turn around road needs to be a min of 20 ft wide and 50 ft in length. STILL REQUIRED Fire Department turnaround 50 feet to start from the tip of the curb next to Bldg 3 (Fire).
- 7) Proof of Water Supply & Fire Flow Demand as follows:

- a. Building Construction Type and Square Footage (note on plans) STILL REQUIRED
  - b. Fire Flow Demand Calculations Signed and Sealed by Licensed Engineer STILL REQUIRED
  - c. A completed Application for the Approval of the Fire Protection Water Supply Design (See the last page of this document) STILL REQUIRED
  - d. Statement of verification from the design professional of record, on official company letterhead, that the proposed water main sizing, fire hydrant spacing, and fire hydrant locations, are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code. (This document shall bear the seal and signature of the engineer). STILL REQUIRED (Fire).
- 8) Your digital signature is non-compliant, please review Statutes and Rules on the FBPE website (Engineering).
- 9) Provide geometric dimensions in your civil site plan drawings (Engineering).
- 10) Review grading scheme between rear of property and proposed swales – seems to be very steep (Engineering).
- 11) Adjacent properties are much lower than proposed elevation. Provide retaining wall around property to contain stormwater within proposed site (Engineering).
- 12) Off-site Development on SW 44th Street:
- SW 44th Street had been observed to be flood prone. There are two catch basins without storm pipes fronting the property; developer to provide the missing pipe with a 12-inch HDPE between the two drainage structures.
  - Provide at least 6” deep swale (V-shape) between proposed sidewalk and edge of pavement.
  - Roadway width of SW 44 Street is only 19 feet per survey, developer to add 1.5 feet to the existing asphalt pavement within the frontage of the property (Engineering).
- 13) Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal (Engineering).
- 14) The proximity to the airport will be required FAA/BCAD review and approval. Contact William Castillo, Airport Planner with Broward County Aviation Department, located at 2200 SW 45 Street, Suite 101, Dania Beach, FL 33315, (954) 359-6100. NEED CONFIRMATION LETTER OF APPROVAL FROM FAA/BCAD (Planning).
- 15) WILDLIFE PROTECTION: Per Article 250, “the developer of any existing natural land area in excess of one-half (1/2) acre in the city must provide wildlife study. PROPERTY IS CURRENTLY VACANT WITH NO BUILDING STRUCTURE; PLEASE PROVIDE WILDLIFE PROTECTION STUDY REFER TO ARTICLE 250 (Planning).

**Section 4.** That such application must be reviewed by Broward County Aviation Department. The point of contact is William Castillo, Airport Planner located at 220 S.W. 45 Street, Suite 101, Dania Beach, Florida, 33312, (954) 359-6100.

**Section 5.** Pursuant to LDC Section 635-100 “Expiration of Site Plans,” the Site Plan (SP-123-17) shall automatically expire and become null and void unless the Applicant files a complete building permit application with construction drawings for the improvements shown on the Site Plan, within eighteen (18) months from the date of this Resolution.

**Section 6.** That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

**Section 7.** That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**PASSED AND ADOPTED** on April 24, 2018.

ATTEST:

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THOMAS SCHNEIDER, CMC  
CITY CLERK

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TAMARA JAMES  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

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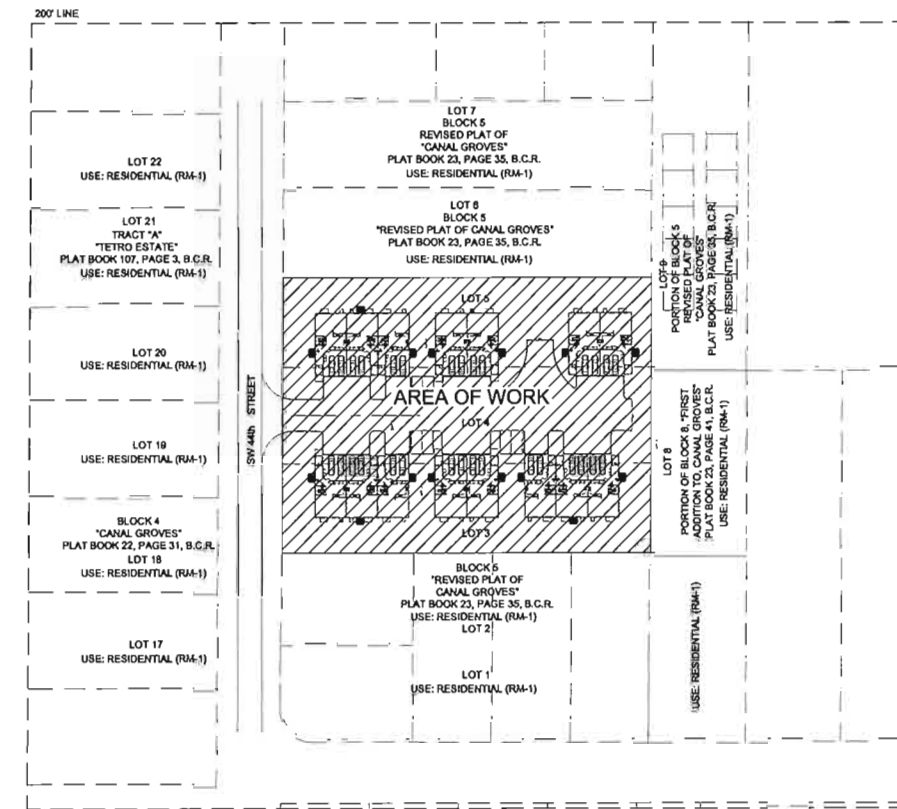
THOMAS J. ANSBRO  
CITY ATTORNEY

**EXHIBIT “A”**

**(Legal Description)**

REVISED PLAT OF CANAL GROVES 23-35 B LOTS 3 TO 5 BLK 5



[illegible]

ARCHITECTURAL, STRUCTURAL &amp; MEP



**Pear Engineering**  
Mechanical - Electrical - Plumbing  
C.A. # 32353

**Florida  
Consulting  
Engineers,  
Inc.**



Certificate of Authorization No. 5810

134 N.W. 16TH STREET, SUITE 1  
BOCA RATON, FLORIDA 33432

PHONE: (561) 353-1152

E-MAIL:  
ZUGFLCENGINEERS.COM

Peter DeWick &amp; Associates

Landscape Architect, Land Planner, Certified Arborist  
2269 S. University Dr. #179, Davie FL 33324

|   |                                  |
|---|----------------------------------|
| △ | REVISION / DATE                  |
| △ | SITE PLAN COMMENTS<br>03/19/2018 |
| △ | SITE PLAN COMMENTS<br>04/12/2018 |
|   |                                  |

9721 N Oak Knoll Cir  
Davie, FL 33324  
(954) 612-9591

daniel@peareng.com



**Pear Engineering**  
Mechanical - Electrical - Plumbing

BARI DRORE / DRORE SPEC HOMES LLC  
TOWNHOMES DEVELOPMENT  
3260 SW 44TH STREET  
DANIA BEACH, FLORIDA

|             |            |
|-------------|------------|
| DRAWN BY:   | DR         |
| CHECKED BY: | DR         |
| JOB NUMBER: | 11         |
| DATE:       | 12/06/2016 |



DANIEL RIVEROS  
FLORIDA PE #73152

COVER

**TOWNHOMES DEVELOPMENT**  
3260 SW 44TH STREET  
DANIA BEACH, FLORIDA

|               |            |
|---------------|------------|
| DRAWN BY:     | DR         |
| CHECKED BY:   | DR         |
| ISSUE NUMBER: | 1          |
| DATE:         | 12/06/2016 |



COVER

RECEIVED  
APR 13 2010  
Planning  
Department

SW 44th STREET

S00°23'14"E 290.00'

N90°00'00"E 215.00'

N90°00'00"W 215.00'

N00°23'14"W 290.00'

|                       |                         |
|-----------------------|-------------------------|
| SITE DATA:            |                         |
| BUILDINGS FOOT PRINT  | 18,651 SQ. FT. 29.81 %  |
| PARKING AND DRIVEWAYS | 15,230 SQ. FT. 24.43 %  |
| PERVIOUS AREA         | 26,466 SQ. FT. 45.85 %  |
| TOTAL AREA (NET)      | 62,350 SQ. FT. 100.00 % |
| TYPE OF CONSTRUCTION  | TYPE III-B              |

|                             |                |
|-----------------------------|----------------|
| BUILDINGS AREA:             |                |
| BUILDING 1 FOOT PRINT       | 3,723 SQ. FT.  |
| BUILDING 2 FOOT PRINT       | 2,494 SQ. FT.  |
| BUILDING 3 FOOT PRINT       | 3,723 SQ. FT.  |
| BUILDING 4 FOOT PRINT       | 2,494 SQ. FT.  |
| BUILDING 5 FOOT PRINT       | 3,723 SQ. FT.  |
| BUILDING 6 FOOT PRINT       | 3,723 SQ. FT.  |
| TOTAL BUILDINGS FOOT PRINT: | 18,651 SQ. FT. |

|                |                               |
|----------------|-------------------------------|
| PROPERTY DATA: |                               |
| PROPERTY I.D.: | 5042 30 02 0020               |
| ZONING:        | RH-1 (RESIDENTIAL)            |
| AREA:          | 62,350 SQ. FT. (1.4313 ACRES) |
| DENSITY:       | 87.722 SQ. FT. (1.5548 ACRES) |
| UNITS:         | 10 UNITS PER ACRE             |
|                | 14 UNITS (NET)                |
|                | 18 UNITS (GROSS)              |

|                                                    |           |
|----------------------------------------------------|-----------|
| REQUIRED RESIDENTIAL PARKING SPACES (R): 27 SPACES |           |
| PROVIDED RESIDENTIAL PARKING SPACES (R): 30 SPACES |           |
| REQUIRED GUEST PARKING SPACES (G): 3 SPACES        |           |
| PROVIDED GUEST PARKING SPACES (G): 4 SPACES        |           |
| REQUIRED ADA PARKING SPACES (HC): 1 SPACE          |           |
| PROVIDED ADA PARKING SPACES (HC): 1 SPACE          |           |
| REQUIRED BIKE PARKING SPACES: 2 SPACES             |           |
| PROVIDED BIKE PARKING SPACES: 6 SPACES             |           |
| TOTAL PARKING SPACES:                              | 35 SPACES |

FIRM PERMITS: 12011C0555H  
BASE FLOOR ELEVATION: 4.00 FT. NAVD 1988  
DESIGN MINIMUM FINISH FLOOR: 5.00 FT. NAVD 1988  
DESIGN MINIMUM GARAGE FINISH FLOOR: 5.18 FT. NAVD 1988  
DATUM  
ALL ELEVATIONS SHOWN HEREIN ARE BASED IN FT. NAVD 1988

ALL DWELLING UNIT ADDRESS SIGNS SHALL HAVE A MINIMUM OF FOUR (4) INCH AND A MAXIMUM OF SIX (6) INCH LETTER HEIGHT, WITH A MINIMUM STROKE WIDTH OF ONE-HALF (1/2) INCH. ADDRESS NUMBERS SHALL BE ARABIC NUMBERS OR ALPHABETICAL LETTERS.  
THE COLOR OF STREET ADDRESS NUMBERS SHALL BE OF OPPOSING CONTRAST TO ITS BACKGROUND WALL COLOR.

NO SIGNAGE WILL BE PROPOSED UNDER THIS PERMIT

PROPER SOUND INSULATION AND PROPER WINDOWS TO BE INSTALLED IN ORDER TO COMPLY WITH SEC 221.10 (NOISE MITIGATION)

SITE PLAN (1' = 10'-0")



|                                  |
|----------------------------------|
| REVISION / DATE                  |
| SITE PLAN COMMENTS<br>03/19/2018 |
| SITE PLAN COMMENTS<br>04/12/2018 |

9721 N Oak Knoll Cir  
Davie, FL 33324  
(954) 612-9591  
daniel@peareng.com

**PEAR**  
Engineering  
Mechanical - Electrical - Plumbing



BARI DRORE / DRORE SPEC HOMES LLC  
TOWNHOMES DEVELOPMENT  
3260 SW 44TH STREET  
DANIA BEACH, FLORIDA

|             |            |
|-------------|------------|
| DRAWN BY:   | DR         |
| CHECKED BY: | DR         |
| JOB NUMBER: | -          |
| DATE:       | 12/06/2016 |

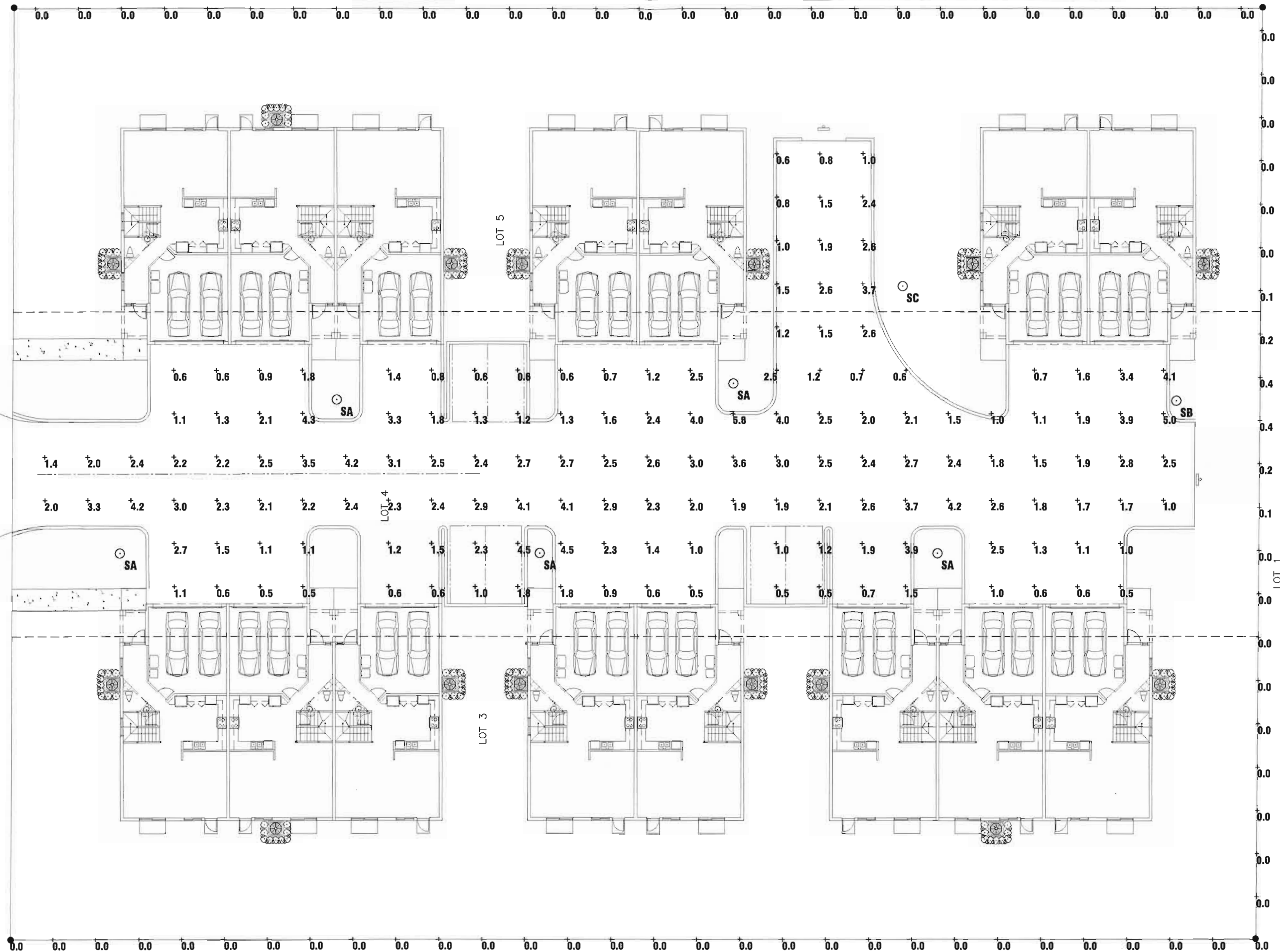


SITE PLAN

SP-1



SW 44th STREET



| LUMINAIRE SCHEDULE                                                  |     |       |                                                                                     |       |             |
|---------------------------------------------------------------------|-----|-------|-------------------------------------------------------------------------------------|-------|-------------|
| PROJECT: 44TH STREET DANIA BEACH TOWNHOMES - SITE - JAN - 17 - 2018 |     |       |                                                                                     |       |             |
| SYMBOL                                                              | QTY | LABEL | DESCRIPTION                                                                         | LLF   | TOTAL WATTS |
| SA                                                                  | 5   |       | PHILIPS LUMEC DMS60-80W48ED4K-T-LEAF MOUNTED ON 14' POLE (17.5' TO TOP OF FIXTURE)  | 1.908 | 80          |
| SB                                                                  | 1   |       | PHILIPS LUMEC DMS60-72W32LED4K-T-LEAF MOUNTED ON 14' POLE (17.5' TO TOP OF FIXTURE) | 1.802 | 72          |
| SC                                                                  | 1   |       | PHILIPS LUMEC DMS60-35W22LED4K-T-LEAF MOUNTED ON 8' POLE (11.5' TO TOP OF FIXTURE)  | 0.900 | 36.9        |

| CALCULATION SUMMARY                                                 |      |     |     |         |         |
|---------------------------------------------------------------------|------|-----|-----|---------|---------|
| PROJECT: 44TH STREET DANIA BEACH TOWNHOMES - SITE - JAN - 17 - 2018 |      |     |     |         |         |
| LABEL                                                               | AVG  | MAX | MIN | AVG/MIN | MAX/MIN |
| PARK & DRIVE                                                        | 2.03 | 6.8 | 0.5 | 4.06    | 11.60   |
| SPILL TO RESIDENTIAL                                                | 0.01 | 0.4 | 0.0 | N.A.    | N.A.    |

PHOTOMETRIC PLAN (1' = 10'-0")



| REVISION / DATE                  |
|----------------------------------|
| SITE PLAN COMMENTS<br>03/19/2018 |
| SITE PLAN COMMENTS<br>04/12/2018 |

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**Pea**  
Engineering  
Mechanical - Electrical - Plumbing



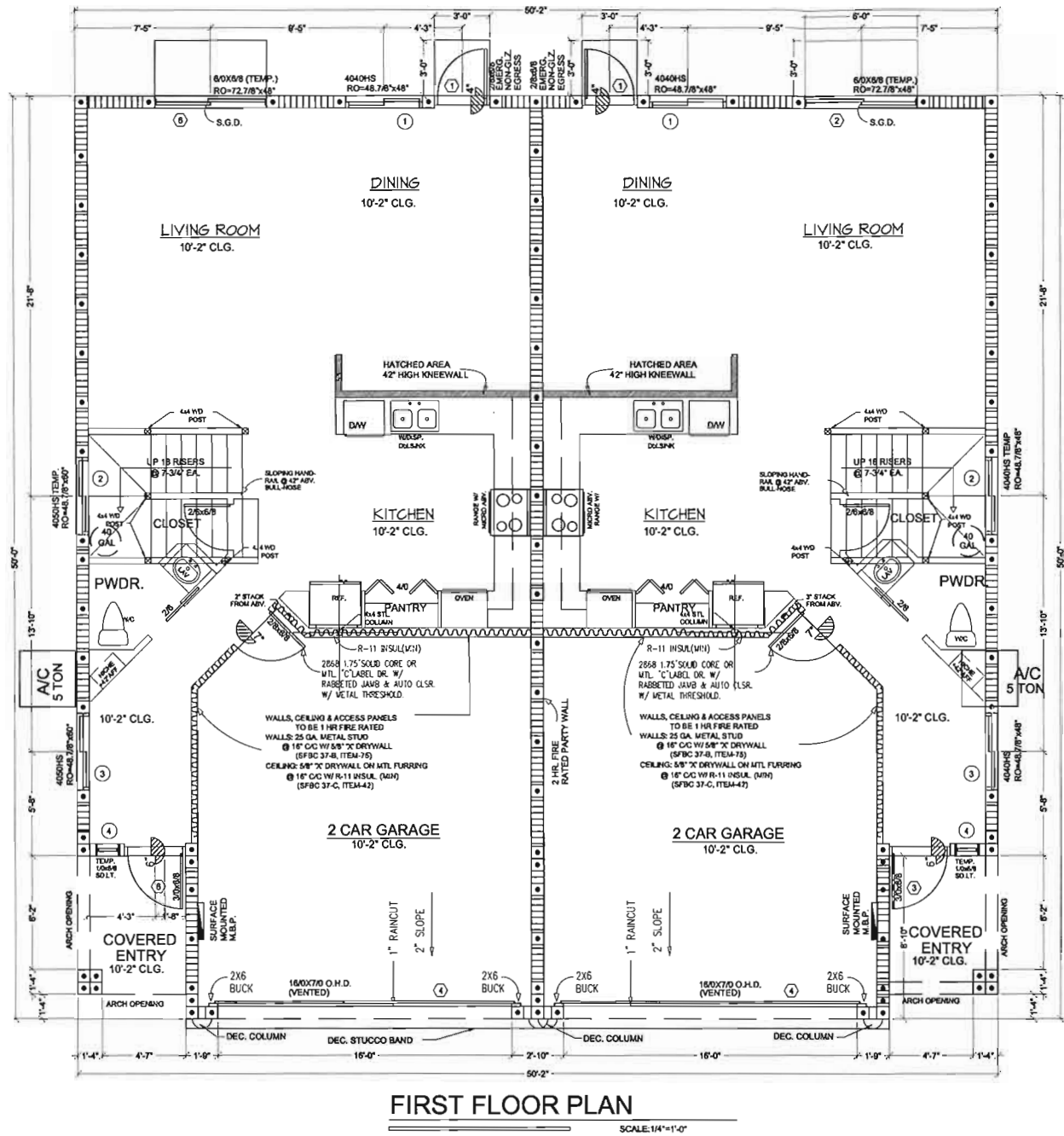
BARI DRORE / DRORE SPEC HOMES LLC  
TOWNHOMES DEVELOPMENT  
3260 SW 44TH STREET  
DANIA BEACH, FLORIDA

|             |            |
|-------------|------------|
| DRAWN BY:   | DR         |
| CHECKED BY: | DR         |
| JOB NUMBER: | -          |
| DATE:       | 12/06/2016 |



PHOTOMETRIC PLAN

PH-1



"UNIT A" GARAGE RIGHT

| AREA CALCULATION |           |
|------------------|-----------|
| AC AREA          |           |
| FIRST FLOOR      | = 815 SF  |
| SECOND FLOOR     | = 1196 SF |
| TOTAL A/C:       | = 2011 SF |
| GARAGE           | = 386 SF  |
| COVERED ENTRY    | = 45 SF   |
| TOTAL            | = 2442 SF |

FIRST FLOOR TO BE BUILT AT (6.0'NGVD)

"UNIT B" GARAGE LEFT

| AREA CALCULATION |           |
|------------------|-----------|
| AC AREA          |           |
| FIRST FLOOR      | = 815 SF  |
| SECOND FLOOR     | = 1196 SF |
| TOTAL A/C:       | = 2011 SF |
| GARAGE           | = 386 SF  |
| COVERED ENTRY    | = 45 SF   |
| TOTAL            | = 2442 SF |

FIRST FLOOR TO BE BUILT AT (6.0'NGVD)

DOOR SCHEDULE (EXTERIOR)

| MK | MANUF. DESC. | INTERIOR/ EXTERIOR | M.O.    | TYPE     | MATERIAL | GLASS    | HARDWARE   | WIND LOADS    | ZONE |
|----|--------------|--------------------|---------|----------|----------|----------|------------|---------------|------|
| 1  | 2/8X5/8      | EXTERIOR           | 35"X82" | ENTRY    | ALUMINUM | NO       | LOCK/LEVER | +46.84 -49.81 | 5    |
| 2  | 6/8X5/8      | EXTERIOR           | 75"X82" | S.G.D.   | ALUMINUM | TEMPERED | LOCK/LEVER | +47.00 -61.00 | 4    |
| 3  | 3/8X5/8      | EXTERIOR           | 39"X82" | ENTRY    | ALUMINUM | NO       | LOCK/LEVER | +46.80 -61.00 | 4    |
| 4  | 1/8X7/8      | EXTERIOR           |         | OVERHEAD | STEEL    | NO       |            | +41.68 -49.47 | 5    |
| 5  | 1/8X7/8      | EXTERIOR           |         | OVERHEAD | STEEL    | NO       |            | +42.00 -48.00 | 5    |
| 6  | 6/8X5/8      | EXTERIOR           | 75"X82" | S.G.D.   | ALUMINUM | TEMPERED | LOCK/LEVER | +46.30 -56.00 | 4    |
| 7  | 2/8X5/8      | EXTERIOR           | 35"X82" | ENTRY    | ALUMINUM | NO       | LOCK/LEVER | +46.84 -49.81 | 5    |

WINDOW SCHEDULE

| MK | MANUF. DESC. | INTERIOR/ EXTERIOR | R.O.        | COLOR | MATERIAL | TEMP/ SAFETY | IMPACT | WIND LOADS    | ZONE |
|----|--------------|--------------------|-------------|-------|----------|--------------|--------|---------------|------|
| 1  | 4040HS       | EXTERIOR           | 48.7/8"X48" | WHITE | ALUMINUM |              | YES    | +47.83 -50.50 | 5    |
| 2  | 4050HS       | EXTERIOR           | 48.7/8"X50" | WHITE | ALUMINUM | TEMPERED     | YES    | +46.52 -49.50 | 5    |
| 3  | 4050HS       | EXTERIOR           | 48.7/8"X50" | WHITE | ALUMINUM |              | YES    | +48.00 -52.00 | 5    |
| 4  | S.O.L.T.     | EXTERIOR           | 1/0X5/8     | WHITE | ALUMINUM | TEMPERED     | YES    |               | 5    |
| 5  | 4040HS       | EXTERIOR           | 48.7/8"X48" | WHITE | ALUMINUM | TEMPERED     | YES    | +46.00 -52.00 | 5    |
| 6  | 6040HS       | EXTERIOR           | 72.7/8"X48" | WHITE | ALUMINUM |              | YES    | +47.00 -61.00 | 4    |
| 7  | 4050HS       | EXTERIOR           | 48.7/8"X50" | WHITE | ALUMINUM |              | YES    | +46.32 -49.29 | 5    |
| 8  | 4040HS       | EXTERIOR           | 48.7/8"X48" | WHITE | ALUMINUM |              | YES    | +48.00 -52.00 | 5    |
| 9  | 4040HS       | EXTERIOR           | 48.7/8"X48" | WHITE | ALUMINUM |              | YES    | +48.00 -52.00 | 5    |

NOTE

- UNDERSIDE OF STAIRS SHALL BE 1 HR. FIRE PROTECTED W/ 1X2 FURRING STRIPS @ 16" O.C. & (2) LAYERS OF 1/2" TYPE "X" DRYWALL.
- STEEL COLUMNS SHALL BE WRAPPED W/ MULTIPLE LAYERS OF 1/2" TYPE "X" DRYWALL AS PER TABLE 37-A, ITEM 24.
- ALL THE WET AREAS AT THE BATHROOM WILL HAVE CEMENT BOARD.

NOTE

- 1st FLOOR ELEVATION MUST BE A MIN. OF 6'-0" ABOVE M.L.S.

NOTE:

- UNDERSIDE OF STAIRS SHALL BE 1 HR. FIRE PROTECTED W/ 1X2 FURRING STRIPS @ 16" O.C. & (2) LAYERS OF 1/2" TYPE "X" DRYWALL.

SQUARE FOOTAGE OF FIRST FLOORS OF (2) UNITS INCLUDING THE GARAGES & COVERED ENTRY'S: 3,722 S.F.  
SQUARE FOOTAGE OF SECOND FLOORS OF (2) UNITS: 3,722 S.F.  
TOTAL SQUARE FOOTAGE: 7,444 S.F.

OCCUPANCY TYPE: R-3

CODES:  
FLORIDA BUILDING CODE: 2014 ED. RESIDENTIAL  
ASCE 7-10  
NEC 2011

| REVISION / DATE                  |
|----------------------------------|
| SITE PLAN COMMENTS<br>03/19/2018 |
| SITE PLAN COMMENTS<br>04/12/2018 |

9721 N Oak Knoll Cir  
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daniel@pearleng.com

PEARL  
Engineering  
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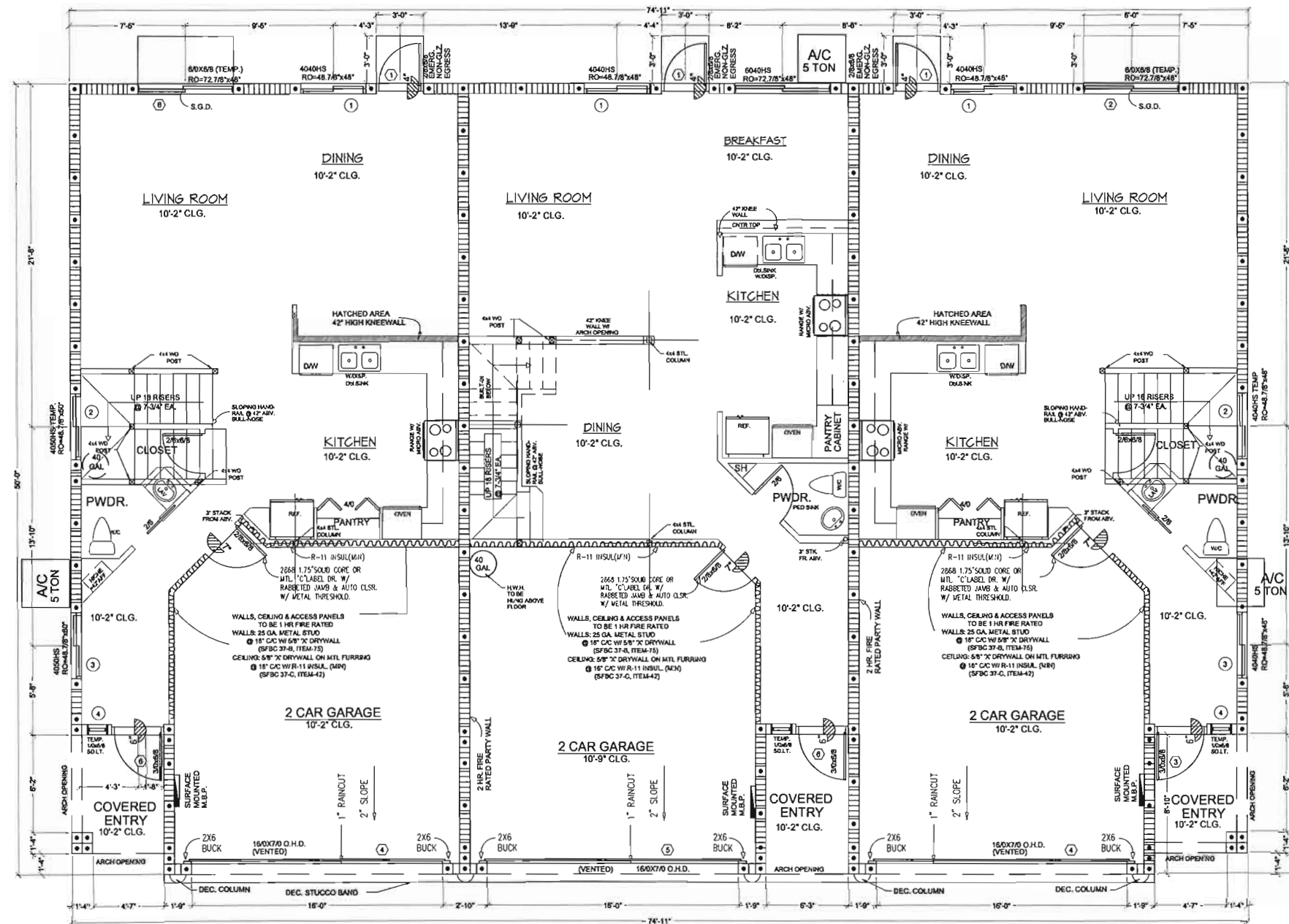
BARI DRORE / DRORE SPEC HOMES LLC  
TOWNHOMES DEVELOPMENT  
3260 SW 44TH STREET  
DANIA BEACH, FLORIDA

|             |            |
|-------------|------------|
| DRAWN BY:   | DR         |
| CHECKED BY: | DR         |
| JOB NUMBER: | -          |
| DATE:       | 12/06/2016 |



ARCHITECTURAL  
PLAN  
2 UNITS

A-1.1



FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

"UNIT A" GARAGE RIGHT

| AREA CALCULATION |           |
|------------------|-----------|
| AC AREA          |           |
| FIRST FLOOR      | = 815 SF  |
| SECOND FLOOR     | = 1196 SF |
| TOTAL A/C:       | = 2011 SF |
| GARAGE           | = 386 SF  |
| COVERED ENTRY    | = 45 SF   |
| TOTAL            | = 2442 SF |

FIRST FLOOR TO BE BUILT AT (6.0'NGVD)

"UNIT B" GARAGE LEFT

| AREA CALCULATION |           |
|------------------|-----------|
| AC AREA          |           |
| FIRST FLOOR      | = 803 SF  |
| SECOND FLOOR     | = 1181 SF |
| TOTAL A/C:       | = 1984 SF |
| GARAGE           | = 386 SF  |
| COVERED ENTRY    | = 46 SF   |
| TOTAL            | = 2416 SF |

FIRST FLOOR TO BE BUILT AT (6.0'NGVD)

"UNIT A" GARAGE LEFT

| AREA CALCULATION |           |
|------------------|-----------|
| AC AREA          |           |
| FIRST FLOOR      | = 815 SF  |
| SECOND FLOOR     | = 1196 SF |
| TOTAL A/C:       | = 2011 SF |
| GARAGE           | = 386 SF  |
| COVERED ENTRY    | = 45 SF   |
| TOTAL            | = 2442 SF |

FIRST FLOOR TO BE BUILT AT (6.0'NGVD)

DOOR SCHEDULE (EXTERIOR)

| NO. | MANUF. DESC. | INTERIOR/ EXTERIOR | M.O.    | TYPE     | MATERIAL | GLASS    | HARDWARE   | WIND LOADS    | ZONE |
|-----|--------------|--------------------|---------|----------|----------|----------|------------|---------------|------|
| 1   | 20X80        | EXTERIOR           | 35'X82" | ENTRY    | ALUMINUM | NO       | LOCK/LEVER | +48.84 -49.81 | 5    |
| 2   | 80X80        | EXTERIOR           | 75'X82" | S.G.D.   | ALUMINUM | TEMPERED | LOCK/LEVER | +47.00 -51.00 | 4    |
| 3   | 30X80        | EXTERIOR           | 39'X82" | ENTRY    | ALUMINUM | NO       | LOCK/LEVER | +48.90 -51.00 | 4    |
| 4   | 160X70       | EXTERIOR           |         | OVERHEAD | STEEL    | NO       |            | +41.68 -49.47 | 5    |
| 5   | 160X70       | EXTERIOR           |         | OVERHEAD | STEEL    | NO       |            | +42.00 -48.00 | 5    |
| 6   | 80X80        | EXTERIOR           | 75'X82" | S.G.D.   | ALUMINUM | TEMPERED | LOCK/LEVER | +46.30 -58.00 | 4    |
| 7   | 20X80        | EXTERIOR           | 35'X82" | ENTRY    | ALUMINUM | NO       | LOCK/LEVER | +48.84 -49.81 | 5    |

WINDOW SCHEDULE

| NO. | MANUF. DESC. | INTERIOR/ EXTERIOR | R.D.        | COLOR | MATERIAL | TEMP/ SAFETY | IMPACT | WIND LOADS    | ZONE |
|-----|--------------|--------------------|-------------|-------|----------|--------------|--------|---------------|------|
| 1   | 4040HS       | EXTERIOR           | 48.7/8'X48" | WHITE | ALUMINUM |              | YES    | +47.53 -50.50 | 5    |
| 2   | 4050HS       | EXTERIOR           | 48.7/8'X50" | WHITE | ALUMINUM | TEMPERED     | YES    | +46.52 -49.50 | 5    |
| 3   | 4050HS       | EXTERIOR           | 48.7/8'X50" | WHITE | ALUMINUM |              | YES    | +48.00 -52.00 | 5    |
| 4   | SD.L.T.      | EXTERIOR           | 1/0'X8'     | WHITE | ALUMINUM | TEMPERED     | YES    |               | 5    |
| 5   | 4040HS       | EXTERIOR           | 48.7/8'X48" | WHITE | ALUMINUM | TEMPERED     | YES    | +48.00 -52.00 | 5    |
| 6   | 8040HS       | EXTERIOR           | 72.7/8'X48" | WHITE | ALUMINUM |              | YES    | +47.00 -51.00 | 4    |
| 7   | 4050HS       | EXTERIOR           | 48.7/8'X50" | WHITE | ALUMINUM |              | YES    | +46.32 -49.29 | 5    |
| 8   | 4040HS       | EXTERIOR           | 48.7/8'X48" | WHITE | ALUMINUM |              | YES    | +48.00 -52.00 | 5    |
| 9   | 4040HS       | EXTERIOR           | 48.7/8'X48" | WHITE | ALUMINUM |              | YES    | +48.00 -52.00 | 5    |

NOTE

- UNDERSIDE OF STAIRS SHALL BE 1 HR. FIRE PROTECTED W/ 1/2" FURRING STRIPS @ 15" O.C. & (2) LAYERS OF 1/2" TYPE "X" DRYWALL.
- STEEL COLUMNS SHALL BE WRAPPED W/ MULTIPLE LAYERS OF 1/2" TYPE "X" DRYWALL AS PER TABLE 37-A, ITEM 24.
- ALL THE WET AREAS AT THE BATHROOM WILL HAVE CEMENT BOARD.

NOTE

- 1st FLOOR ELEVATION MUST BE A MIN. OF 6'-0" ABOVE M.S.L.

NOTE:

- UNDERSIDE OF STAIRS SHALL BE 1 HR. FIRE PROTECTED W/ 1/2" FURRING STRIPS @ 15" O.C. & (2) LAYERS OF 1/2" TYPE "X" DRYWALL.

SQUARE FOOTAGE OF FIRST FLOORS OF (3) UNITS INCLUDING THE GARAGES & COVERED ENTRY'S: 3,722 S.F.  
SQUARE FOOTAGE OF SECOND FLOORS OF (3) UNITS: 3,722 S.F.  
TOTAL SQUARE FOOTAGE: 7,444 S.F.

OCCUPANCY TYPE: R-3

CODES:  
FLORIDA BUILDING CODE: 2014 ED. RESIDENTIAL  
ASCE 7-10  
NEC 2011

| REVISION / DATE                  |
|----------------------------------|
| SITE PLAN COMMENTS<br>03/19/2018 |
| SITE PLAN COMMENTS<br>04/12/2018 |

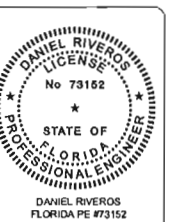
9721 N Oak Knoll Cir  
Davie, FL 33324  
(954) 612-9591  
daniel@pearleng.com

**pearl**  
Engineering  
Mechanical - Electrical - Plumbing



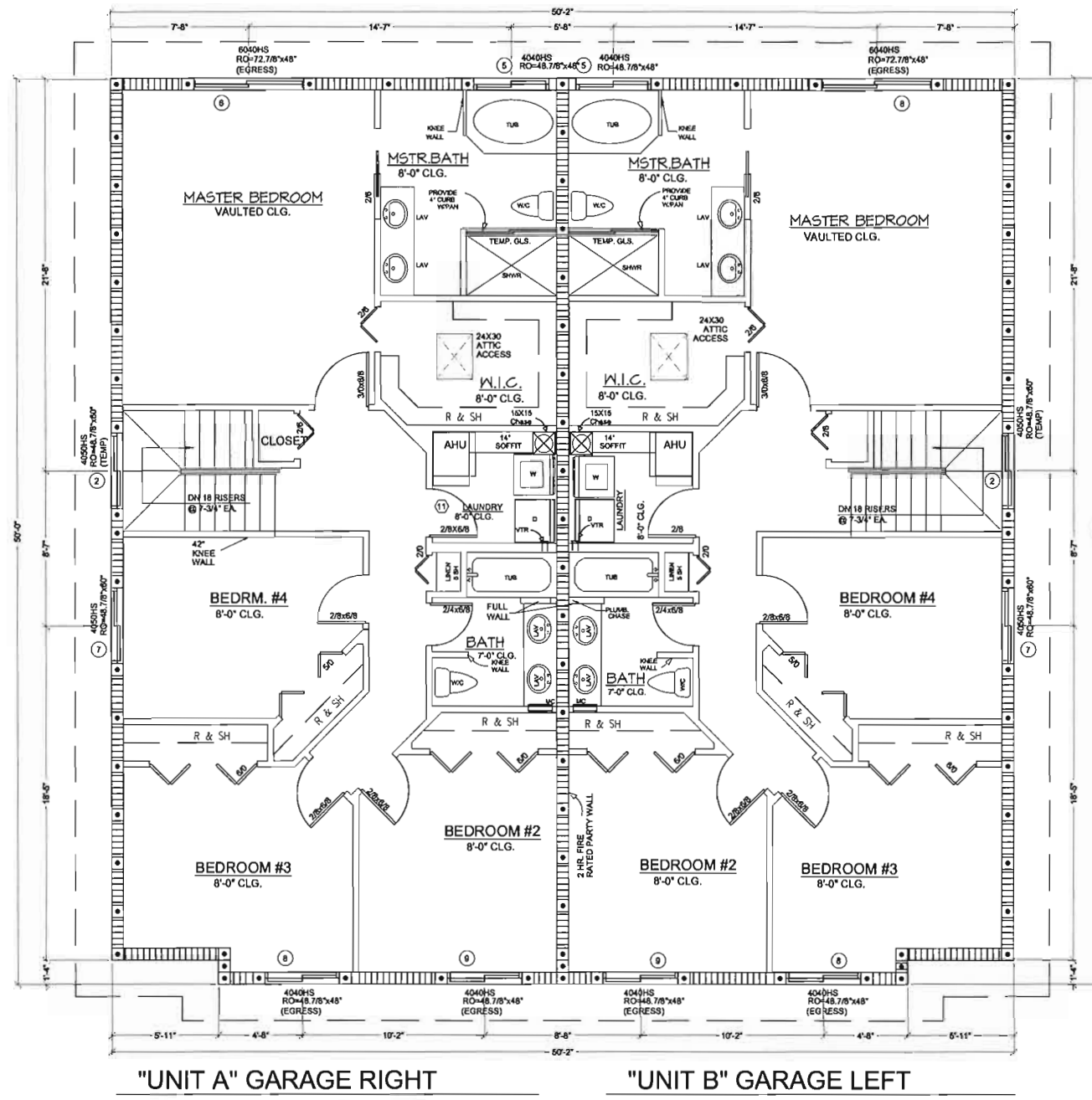
BARI DRORE / DRORE SPEC HOMES LLC  
TOWNHOMES DEVELOPMENT  
3260 SW 44TH STREET  
DANIA BEACH, FLORIDA

|             |            |
|-------------|------------|
| DRAWN BY:   | DR         |
| CHECKED BY: | DR         |
| JOB NUMBER: | -          |
| DATE:       | 12/06/2016 |



ARCHITECTURAL  
PLAN  
3 UNITS

A-1.2



| AREA CALCULATION |   |         |
|------------------|---|---------|
| AC AREA          |   |         |
| FIRST FLOOR      | = | 815 SF  |
| SECOND FLOOR     | = | 1196 SF |
| TOTAL A/C:       | = | 2011 SF |
| GARAGE           | = | 386 SF  |
| COVERED ENTRY    | = | 45 SF   |
| TOTAL            | = | 2442 SF |

| AREA CALCULATION |   |         |
|------------------|---|---------|
| AC AREA          |   |         |
| FIRST FLOOR      | = | 815 SF  |
| SECOND FLOOR     | = | 1196 SF |
| TOTAL A/C:       | = | 2011 SF |
| GARAGE           | = | 386 SF  |
| COVERED ENTRY    | = | 45 SF   |
| TOTAL            | = | 2442 SF |

NOTE:

1. CEILING ENVELOPE ON SECOND FLOOR SHALL BE 1 HR. FIRE RATED TABLE 37-C, ITEM 42, ANY PENETRATION SHALL BE FIRE CALKED OR PAMPENED TO PREVENT THE PASSAGE OF FLAMES & HOT GASSES, SEE DETAIL SHEET.

2. PROVIDE FIRE DAMPER @ ALL DRYER VENTS & A/C DUCTS.

NOTE:

1. HATCHED AREA REPRESENTS DROPPED CLG. FOR A/C DUCTS. CONTRACTOR TO VERIFY ADEQUATE SPACE.

2. CEILING ENVELOPE ON SECOND FLOOR SHALL BE 1 HR. FIRE RATED, ANY PENETRATION SHALL BE PROTECTED, SEE DETAIL SHEET.

3. PROVIDE FIRE DAMPER @ ALL DRYER VENTS.

SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"

SQUARE FOOTAGE OF FIRST FLOORS OF (3) UNITS INCLUDING THE GARAGES & COVERED ENTRIES: 3,722 S.F.

SQUARE FOOTAGE OF SECOND FLOORS OF (3) UNITS: 3,722 S.F.

TOTAL SQUARE FOOTAGE: 7,444 S.F.

OCCUPANCY TYPE: R-3

CODES:

FLORIDA BUILDING CODE: 2014 ED. RESIDENTIAL

ASCE 7-10

NEC 2011

| REVISION / DATE                  |
|----------------------------------|
| SITE PLAN COMMENTS<br>03/19/2018 |
| SITE PLAN COMMENTS<br>04/12/2018 |

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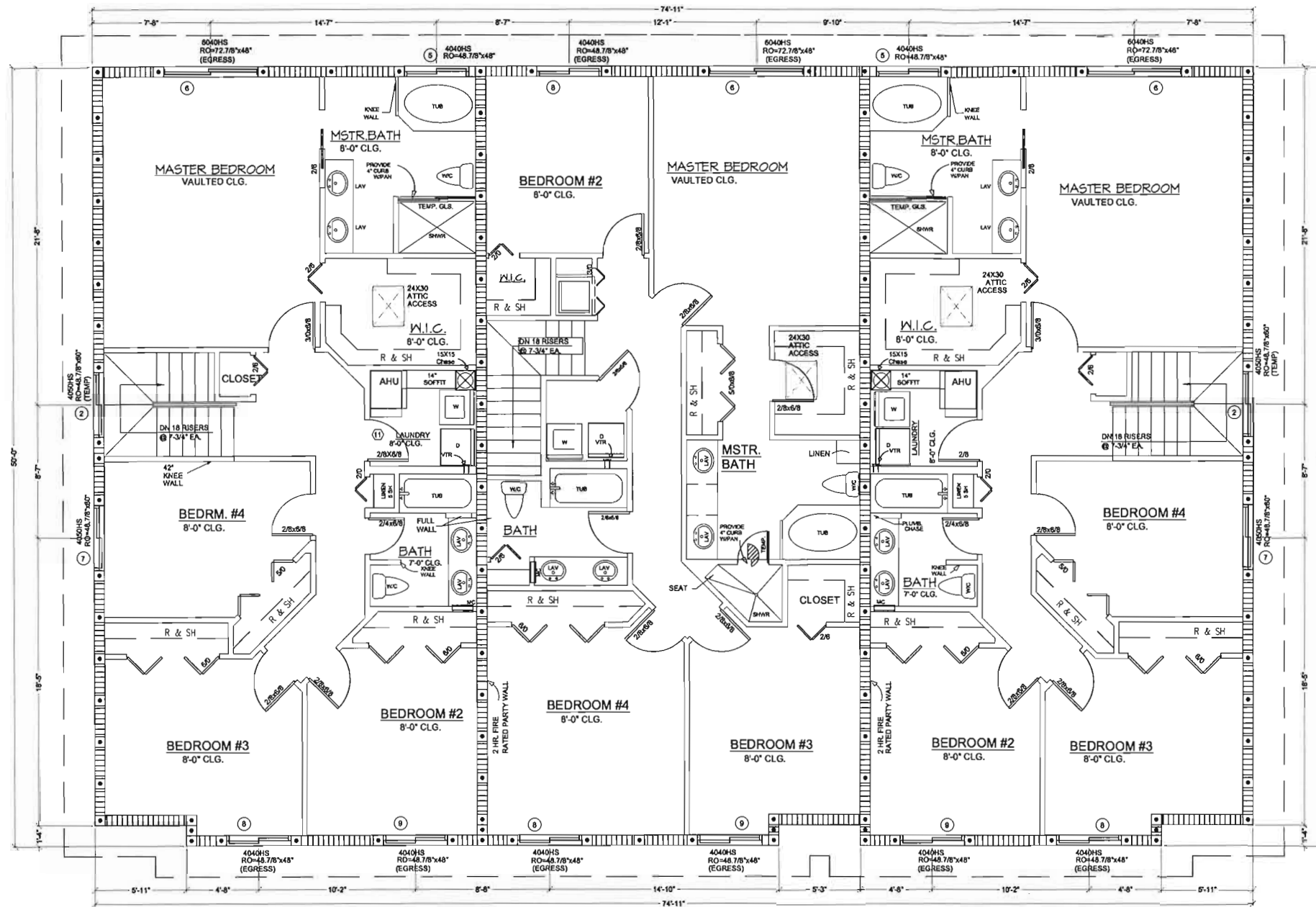
BARI DRORE / DRORE SPEC HOMES LLC  
TOWNHOMES DEVELOPMENT  
3260 SW 44TH STREET  
DANIA BEACH, FLORIDA

|             |            |
|-------------|------------|
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| DATE:       | 12/06/2016 |



ARCHITECTURAL  
PLAN  
2 UNITS

A-2.1



"UNIT A" GARAGE RIGHT

| AREA CALCULATION |           |
|------------------|-----------|
| AC AREA          |           |
| FIRST FLOOR      | = 815 SF  |
| SECOND FLOOR     | = 1196 SF |
| TOTAL A/C        | = 2011 SF |
| GARAGE           | = 386 SF  |
| COVERED ENTRY    | = 45 SF   |
| TOTAL            | = 2442 SF |

"UNIT B" GARAGE LEFT

| AREA CALCULATION |           |
|------------------|-----------|
| AC AREA          |           |
| FIRST FLOOR      | = 803 SF  |
| SECOND FLOOR     | = 1181 SF |
| TOTAL A/C        | = 1984 SF |
| GARAGE           | = 388 SF  |
| COVERED ENTRY    | = 46 SF   |
| TOTAL            | = 2416 SF |

"UNIT A" GARAGE LEFT

| AREA CALCULATION |           |
|------------------|-----------|
| AC AREA          |           |
| FIRST FLOOR      | = 815 SF  |
| SECOND FLOOR     | = 1196 SF |
| TOTAL A/C        | = 2011 SF |
| GARAGE           | = 386 SF  |
| COVERED ENTRY    | = 45 SF   |
| TOTAL            | = 2442 SF |

#### NOTE

1. CEILING ENVELOPE ON SECOND FLOOR SHALL BE 1 HR. FIRE RATED TABLE 37-C, ITEM 42, ANY PENETRATION SHALL BE FIRE CAULKED OR PAMPERED TO PREVENT THE PASSAGE OF FLAMES & HOT GASSES, SEE DETAIL SHEET.
2. PROVIDE FIRE DAMPER @ ALL DRYER VENTS & A/C DUCTS.

#### NOTE:

1. HATCHED AREA REPRESENTS DROPPED CLG. FOR A/C DUCTS. CONTRACTOR TO VERIFY ADEQUATE SPACE.
2. CEILING ENVELOPE ON SECOND FLOOR SHALL BE 1 HR. FIRE RATED, ANY PENETRATION SHALL BE PROTECTED, SEE DETAIL SHEET.
3. PROVIDE FIRE DAMPER @ ALL DRYER VENTS.

### SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"

SQUARE FOOTAGE OF FIRST FLOORS OF (3) UNITS INCLUDING THE GARAGES & COVERED ENTRY'S: 3,722 S.F.  
SQUARE FOOTAGE OF SECOND FLOORS OF (3) UNITS: 3,722 S.F.  
TOTAL SQUARE FOOTAGE: 7,444 S.F.

OCCUPANCY TYPE: R-3

CODES:  
FLORIDA BUILDING CODE: 2014 ED. RESIDENTIAL  
ASCE 7-10  
NEC 2011

| REVISION / DATE                 |
|---------------------------------|
| △ SITE PLAN COMMENTS 03/19/2018 |
| △ SITE PLAN COMMENTS 04/12/2018 |

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**Pearl Engineering**  
Mechanical - Electrical - Plumbing



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**TOWNHOMES DEVELOPMENT**  
3260 SW 44TH STREET  
DANIA BEACH, FLORIDA

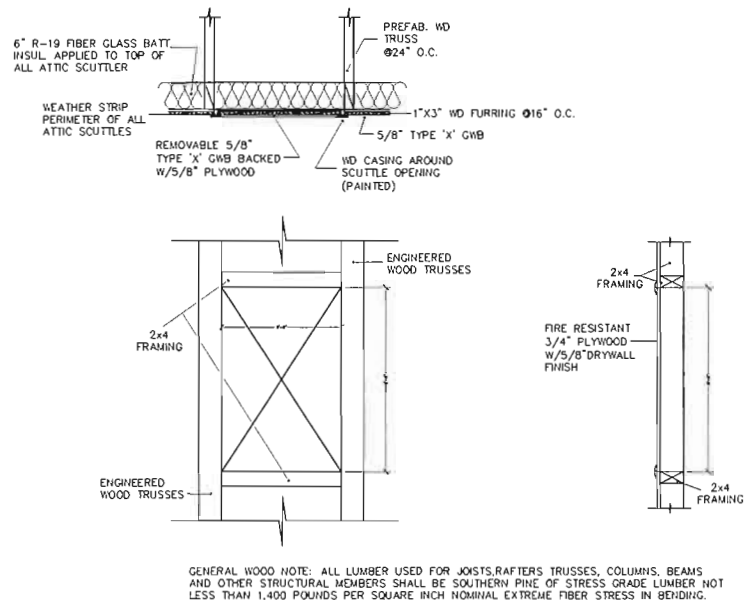
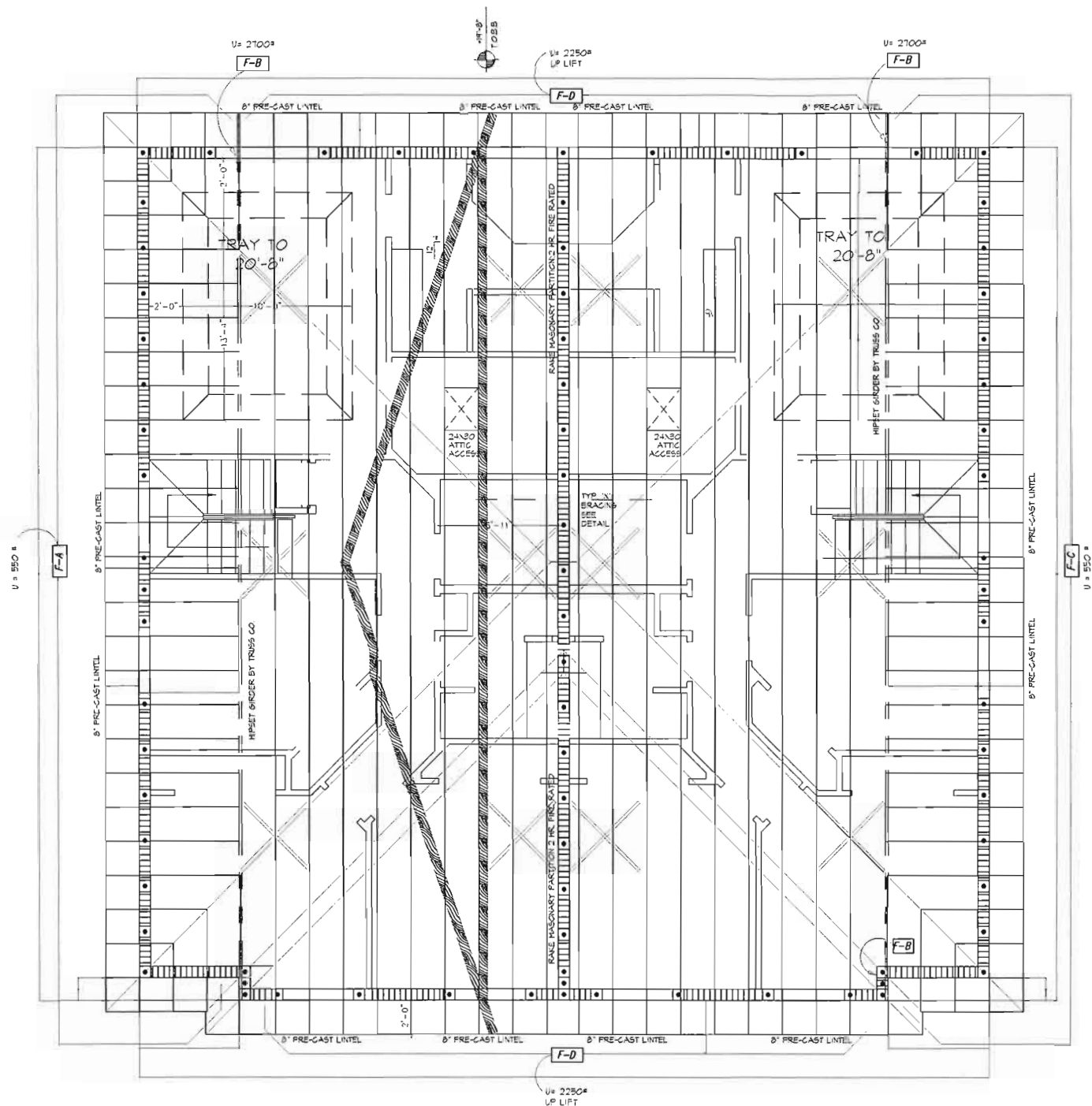
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| DRAWN BY:   | DR         |
| CHECKED BY: | DR         |
| JOB NUMBER: | -          |
| DATE:       | 12/06/2016 |



ARCHITECTURAL  
PLAN  
3 UNITS

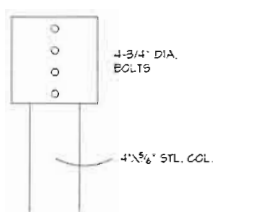
**A-2.2**





**ATTIC ACCESS DOOR  
DETAILS**

| SIMPSON FASTENER SCHEDULE |          |          |             |
|---------------------------|----------|----------|-------------|
| DES.                      | TYPE     | REACTION | UPLIFT(MAX) |
| F-B                       | 2-FQTR   | 0        | 9400#       |
| F-C                       | HETA24   | 0        | 1810#       |
| F-D                       | DETAL 20 |          | 2480#       |
| F-E                       | MGT      | 5776     | 3466#       |



DETAIL: ST. COL. CONNECTION  
SIDE VIEW N.T.S.

YDP ENGINEERING INC.  
1968 S.W. 80 CT.  
S.W. RANCHES, FL 33392  
PH: 954-243-4595  
CA-6418

**ROOF FRAMING PLAN**  
SCALE: 1/4\"/>

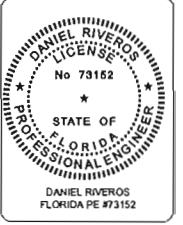
| REVISION / DATE                  |
|----------------------------------|
| SITE PLAN COMMENTS<br>03/19/2018 |
| SITE PLAN COMMENTS<br>04/12/2018 |

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**TOWNHOMES DEVELOPMENT**  
3260 SW 44TH STREET  
DANIA BEACH, FLORIDA

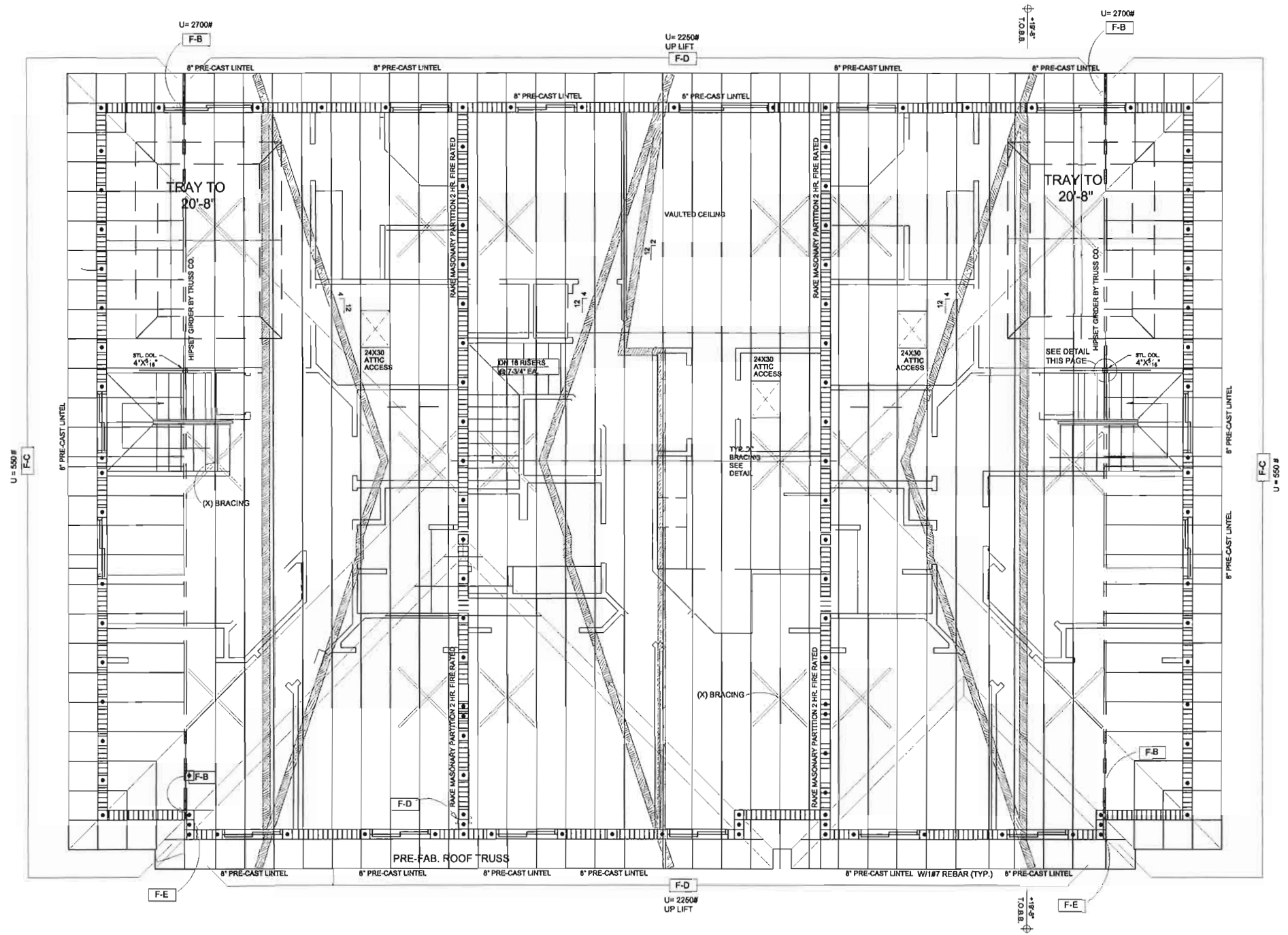
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| DRAWN BY:   | DR         |
| CHECKED BY: | DR         |
| JOB NUMBER: | -          |
| DATE:       | 12/06/2016 |



ROOF PLAN  
2 UNITS

**A-3.1**



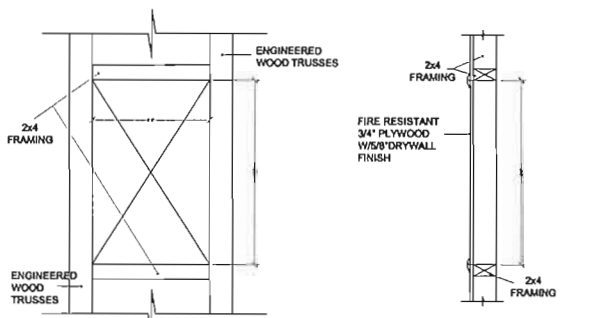
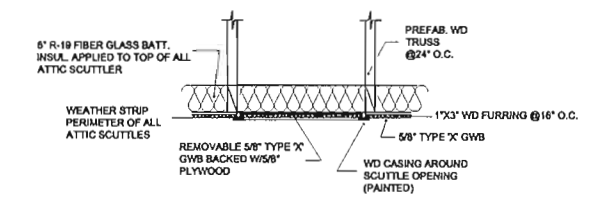


SQUARE FOOTAGE OF FIRST FLOORS OF (3) UNITS INCLUDING THE GARAGES & COVERED ENTRY'S: 3,722 S.F.  
 SQUARE FOOTAGE OF SECOND FLOORS OF (3) UNITS: 3,722 S.F.  
 TOTAL SQUARE FOOTAGE: 7,444 S.F.

OCCUPANCY TYPE: R-3

CODES:  
 FLORIDA BUILDING CODE: 2014 E.D. RESIDENTIAL  
 ASCE 7-10  
 NEC 2011

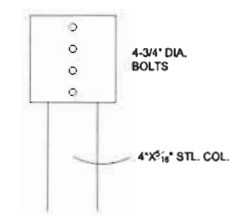
| SIMPSON FASTENER SCHEDULE |          |          |             |
|---------------------------|----------|----------|-------------|
| DES.                      | TYPE     | REACTION | UPLIFT(MAX) |
| F-B                       | 2-FGTR   | 0        | 9400#       |
| F-C                       | HETA24   | 0        | 1510#       |
| F-D                       | DETAL 20 |          | 2400#       |
| F-E                       | MGT      | 5776     | 3466#       |



GENERAL WOOD NOTE: ALL LUMBER USED FOR JOISTS, RAFTERS, TRUSSES, COLUMNS, BEAMS AND OTHER STRUCTURAL MEMBERS SHALL BE SOUTHERN PINE OF STRESS GRADE LUMBER NOT LESS THAN 1,400 POUNDS PER SQUARE INCH NOMINAL EXTREME FIBER STRESS IN BENDING.

### ATTIC ACCESS DOOR DETAILS

SCALE: N.T.S.



DETAIL: ST. COL. CONNECTION  
 SIDE VIEW. N.T.S.

### ROOF PLAN

SCALE: 1/4"=1'-0"

| REVISION / DATE                  |
|----------------------------------|
| SITE PLAN COMMENTS<br>03/19/2018 |
| SITE PLAN COMMENTS<br>04/12/2018 |

9721 N Oak Knoll Cir  
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 daniel@peareng.com

**peare Engineering**  
 Mechanical - Electrical - Plumbing

BARI DRORE / DRORE SPEC HOMES LLC  
**TOWNHOMES DEVELOPMENT**  
 3260 SW 44TH STREET  
 DANIA BEACH, FLORIDA

|             |            |
|-------------|------------|
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| CHECKED BY: | DR         |
| JOB NUMBER: | --         |
| DATE:       | 12/06/2016 |



ROOF PLAN  
 3 UNITS

A-3.2

| REVISION / DATE                    |
|------------------------------------|
| △ SITE PLAN COMMENTS<br>03/19/2018 |
| △ SITE PLAN COMMENTS<br>04/12/2018 |
|                                    |
|                                    |

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daniel@peareng.com



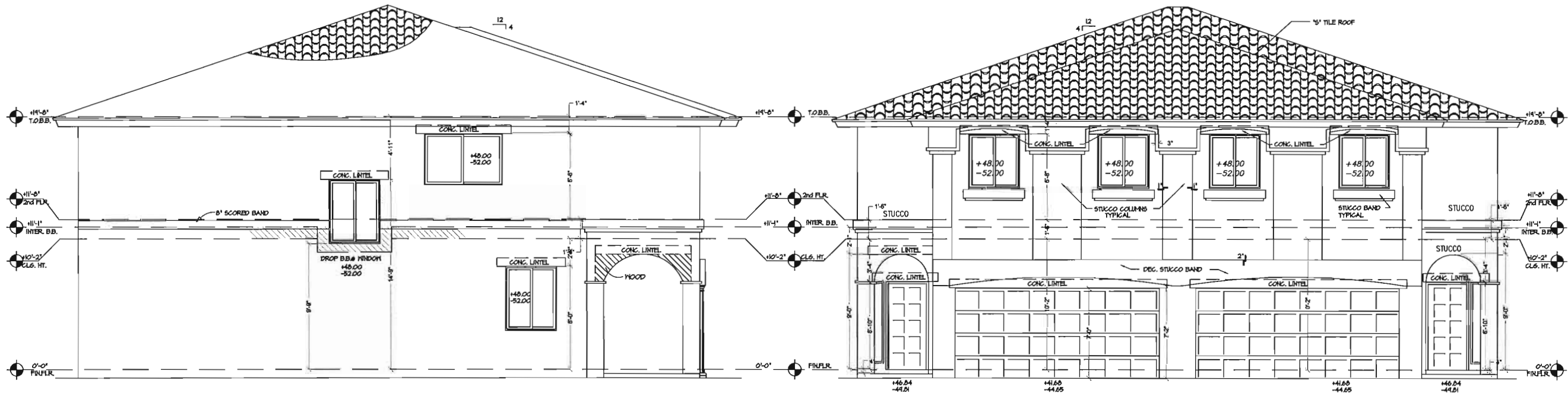
BARI DRORE / DRORE SPEC HOMES LLC  
TOWNHOMES DEVELOPMENT  
3260 SW 44TH STREET  
DANIA BEACH, FLORIDA

|             |            |
|-------------|------------|
| DRAWN BY:   | DR         |
| CHECKED BY: | DR         |
| JOB NUMBER: | -          |
| DATE:       | 12/06/2016 |



ARCHITECTURAL  
ELEVATIONS  
2 UNITS

A-4.1

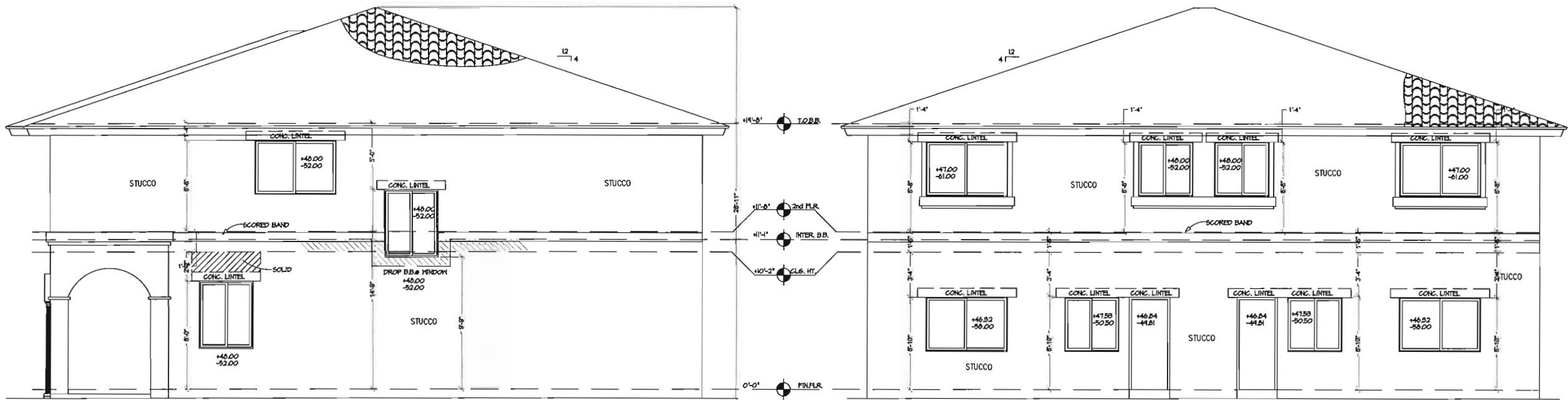


LEFT ELEVATION

SCALE: 1/4"=1'-0"

FRONT ELEVATION

SCALE: 1/4"=1'-0"

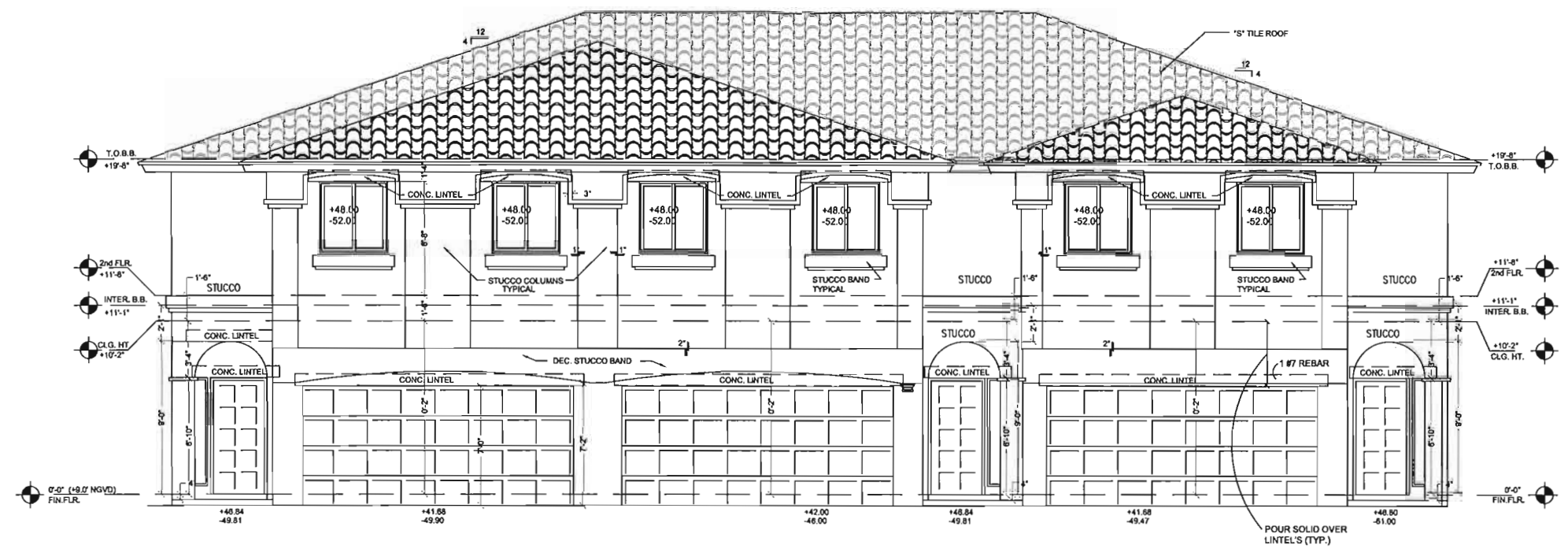


RIGHT ELEVATION

SCALE: 1/4"=1'-0"

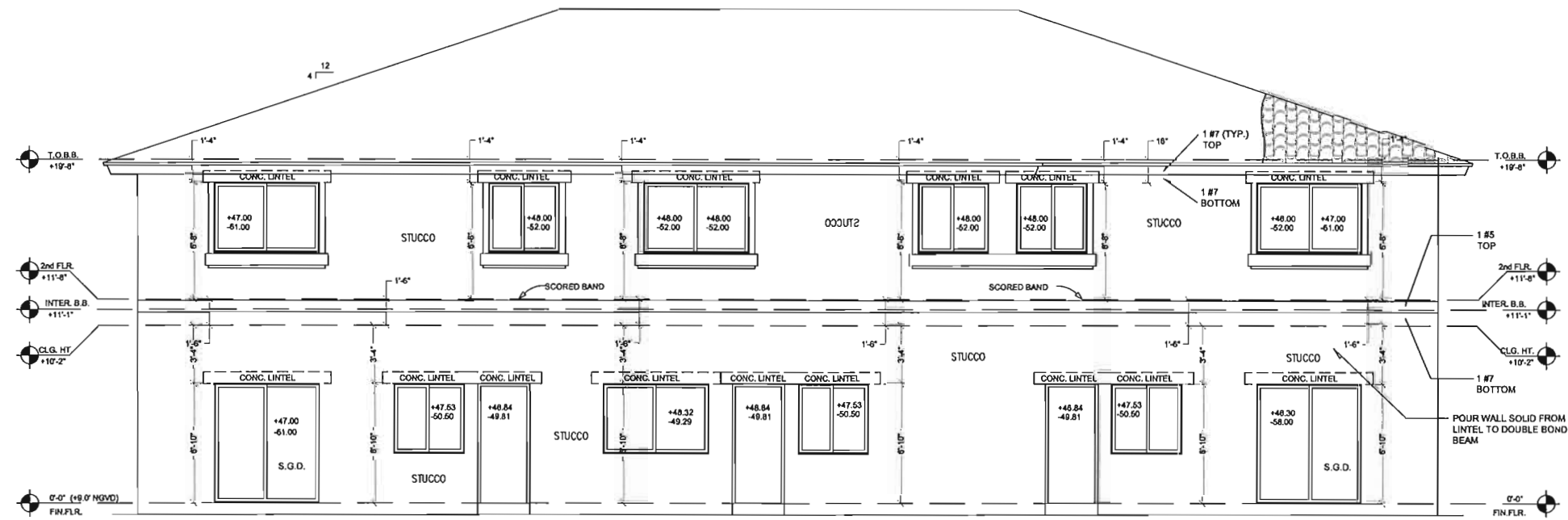
REAR ELEVATION

SCALE: 1/4"=1'-0"



FRONT ELEVATION

SCALE: 1/4"=1'-0"



REAR ELEVATION

SCALE: 1/4"=1'-0"

NOTE:  
ALL CONCRETE LINTELS TO  
HAVE 1#7 (TYP.)

SQUARE FOOTAGE OF FIRST FLOORS OF (3) UNITS INCLUDING THE GARAGES & COVERED ENTRY'S: 3,722 S.F.  
SQUARE FOOTAGE OF SECOND FLOORS OF (3) UNITS: 3,722 S.F.  
TOTAL SQUARE FOOTAGE: 7,444 S.F.

OCCUPANCY TYPE: R-3  
CODES:  
FLORIDA BUILDING CODE: 2014 ED. RESIDENTIAL  
ASCE 7-10  
NEC 2011

| REVISION / DATE                    |
|------------------------------------|
| △ SITE PLAN COMMENTS<br>03/19/2018 |
| △ SITE PLAN COMMENTS<br>04/12/2018 |

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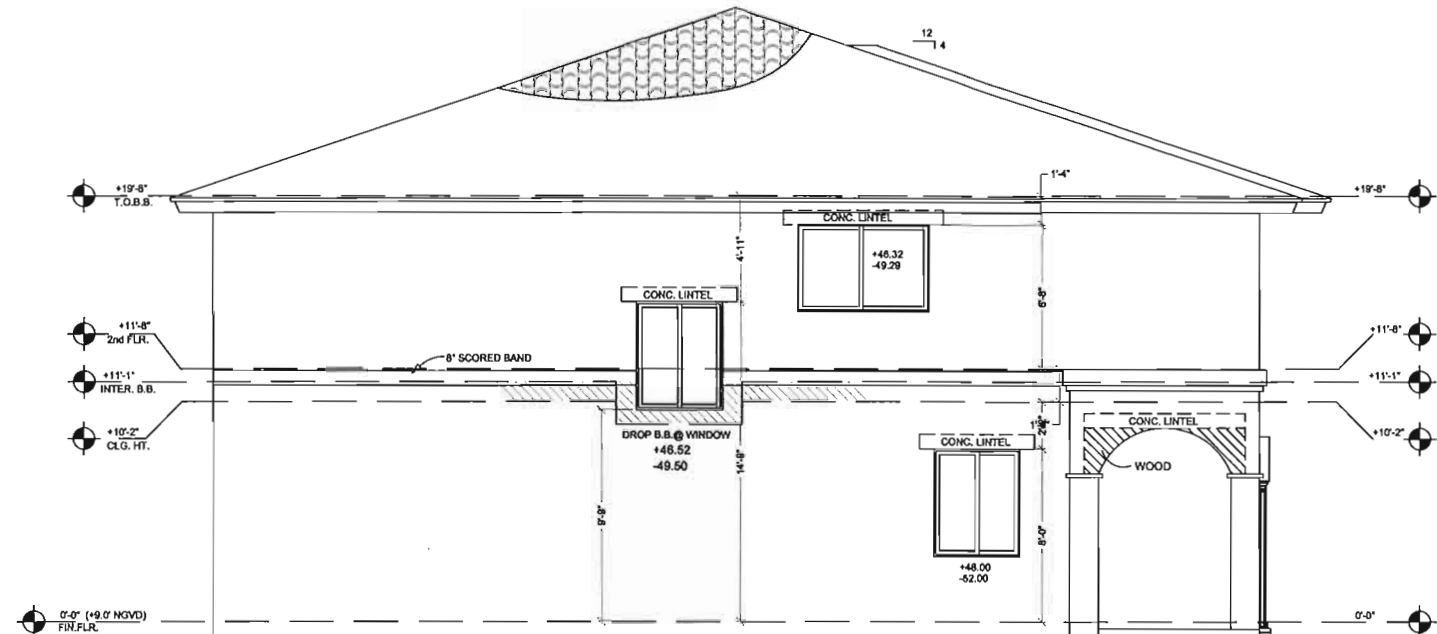
BARI DRORE / DRORE SPEC HOMES LLC  
TOWNHOMES DEVELOPMENT  
3260 SW 44TH STREET  
DANIA BEACH, FLORIDA

|             |            |
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| DATE:       | 12/06/2018 |



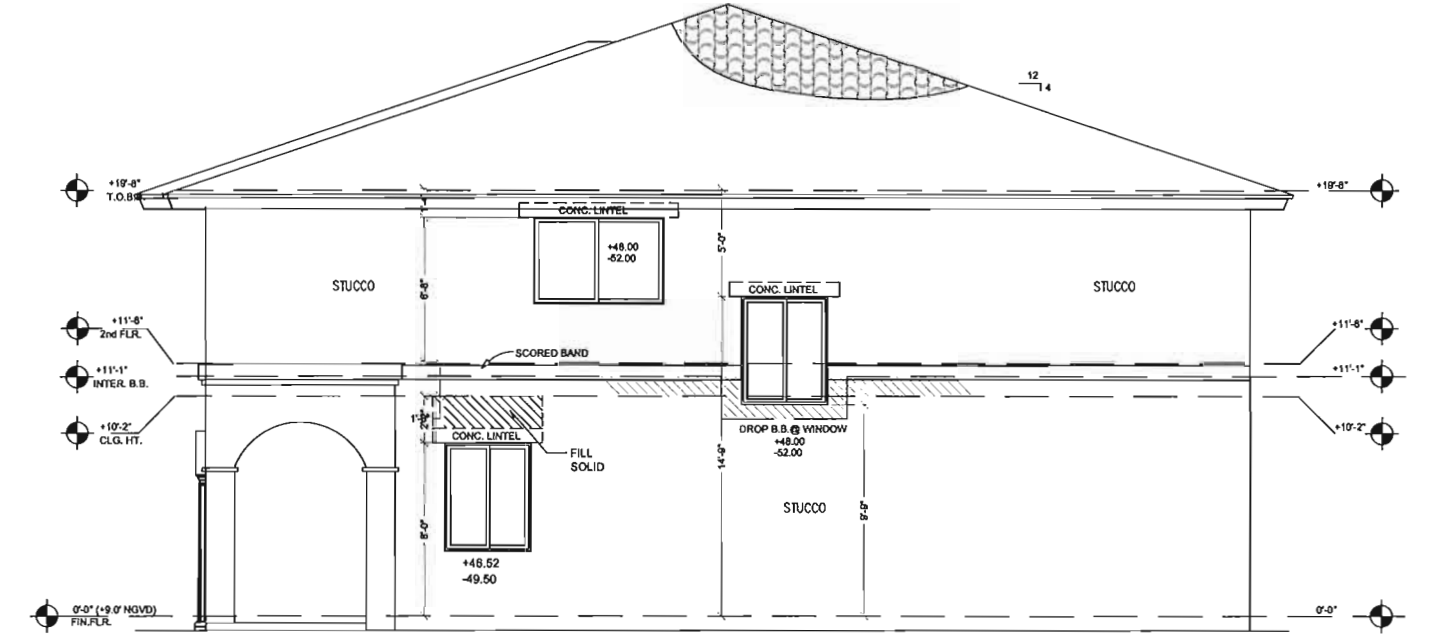
ARCHITECTURAL  
ELEVATIONS  
3 UNITS

A-4.2



WEST ELEVATION

SCALE: 1/4"=1'-0"



EAST ELEVATION

SCALE: 1/4"=1'-0"

SQUARE FOOTAGE OF FIRST FLOORS OF (3) UNITS INCLUDING THE GARAGES & COVERED ENTRY'S: 3,722 S.F.  
 SQUARE FOOTAGE OF SECOND FLOORS OF (3) UNITS: 3,722 S.F.  
 TOTAL SQUARE FOOTAGE: 7,444 S.F.

OCCUPANCY TYPE: R-3

CODES:  
 FLORIDA BUILDING CODE: 2014 ED. RESIDENTIAL  
 ASCE 7-10  
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|----------------------------------|
| SITE PLAN COMMENTS<br>03/19/2018 |
| SITE PLAN COMMENTS<br>04/12/2018 |

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| JOB NUMBER: | -          |
| DATE:       | 12/06/2016 |



ARCHITECTURAL  
 ELEVATIONS  
 3 UNITS

A-4.3

|                    |            |
|--------------------|------------|
| REVISION / DATE    |            |
| SITE PLAN COMMENTS | 03/19/2018 |
| SITE PLAN COMMENTS | 04/12/2018 |

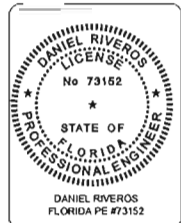
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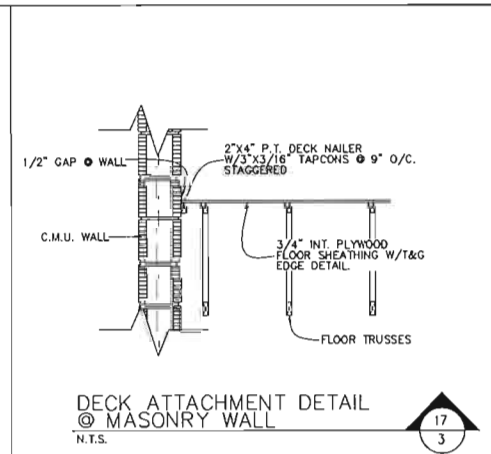
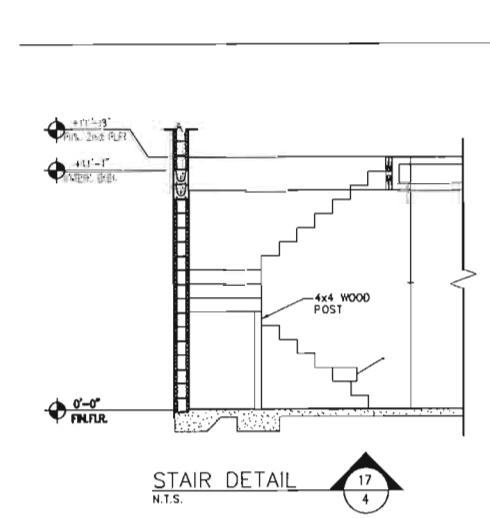
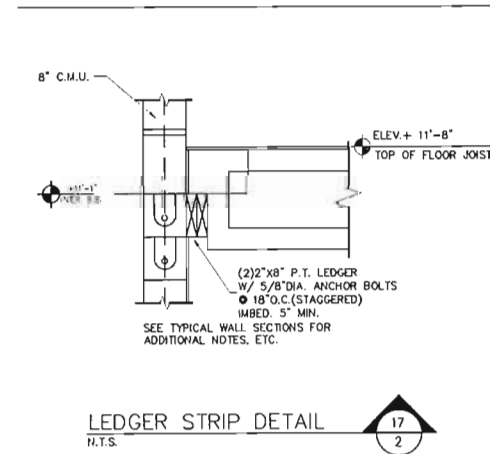
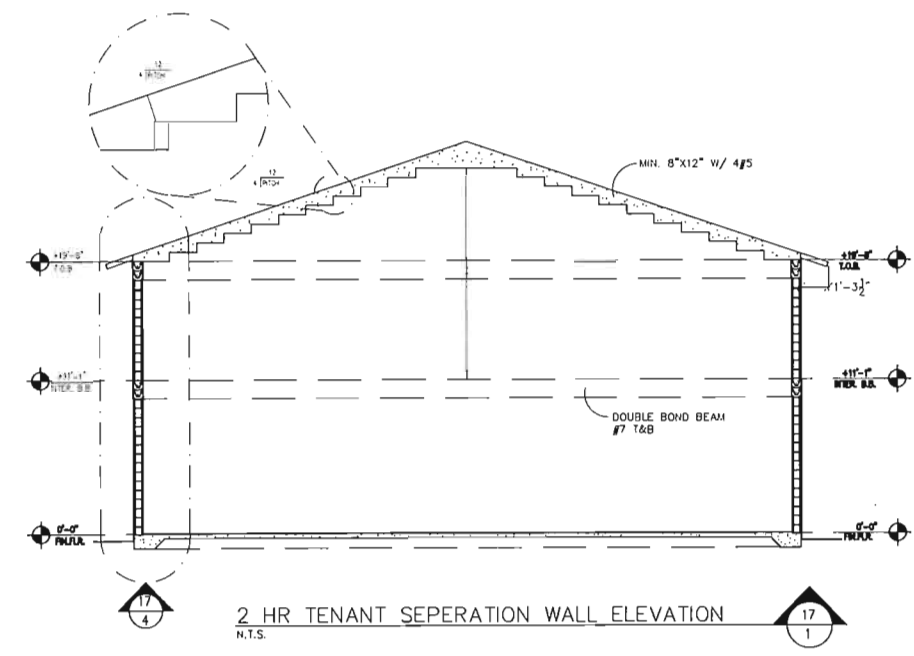
BARI DRORE / DRORE SPEC HOMES LLC  
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3260 SW 44TH STREET  
DANIA BEACH, FLORIDA

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| DATE:       | 12/08/2016 |



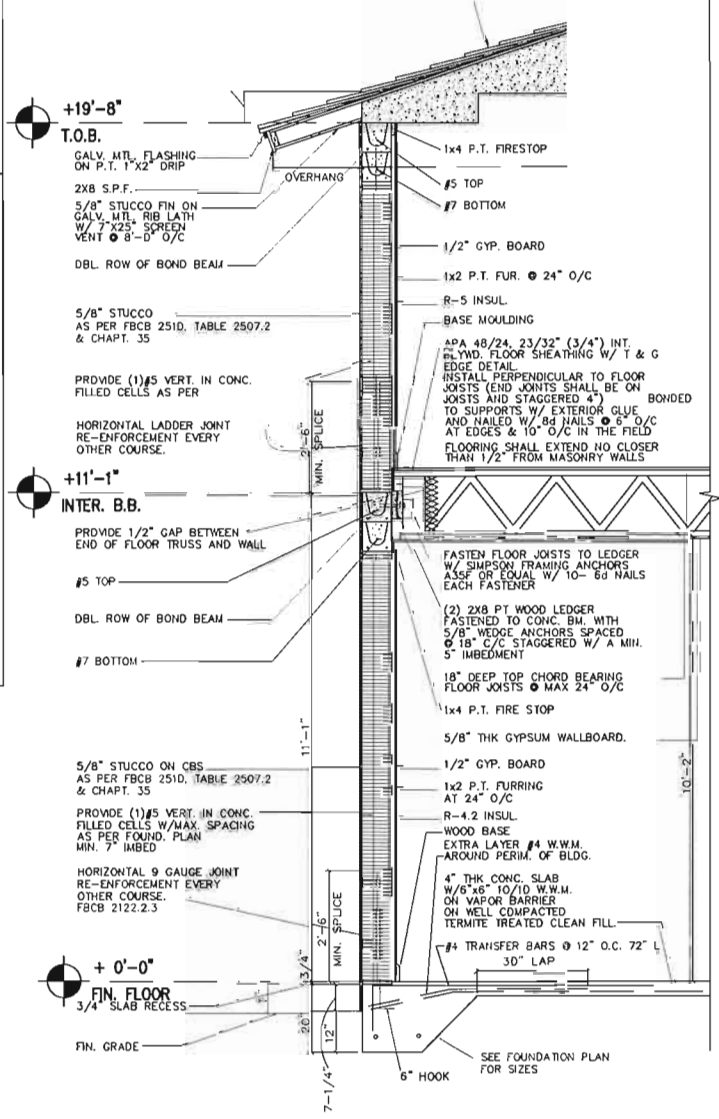
ARCHITECTURAL  
DETAILS

A-5

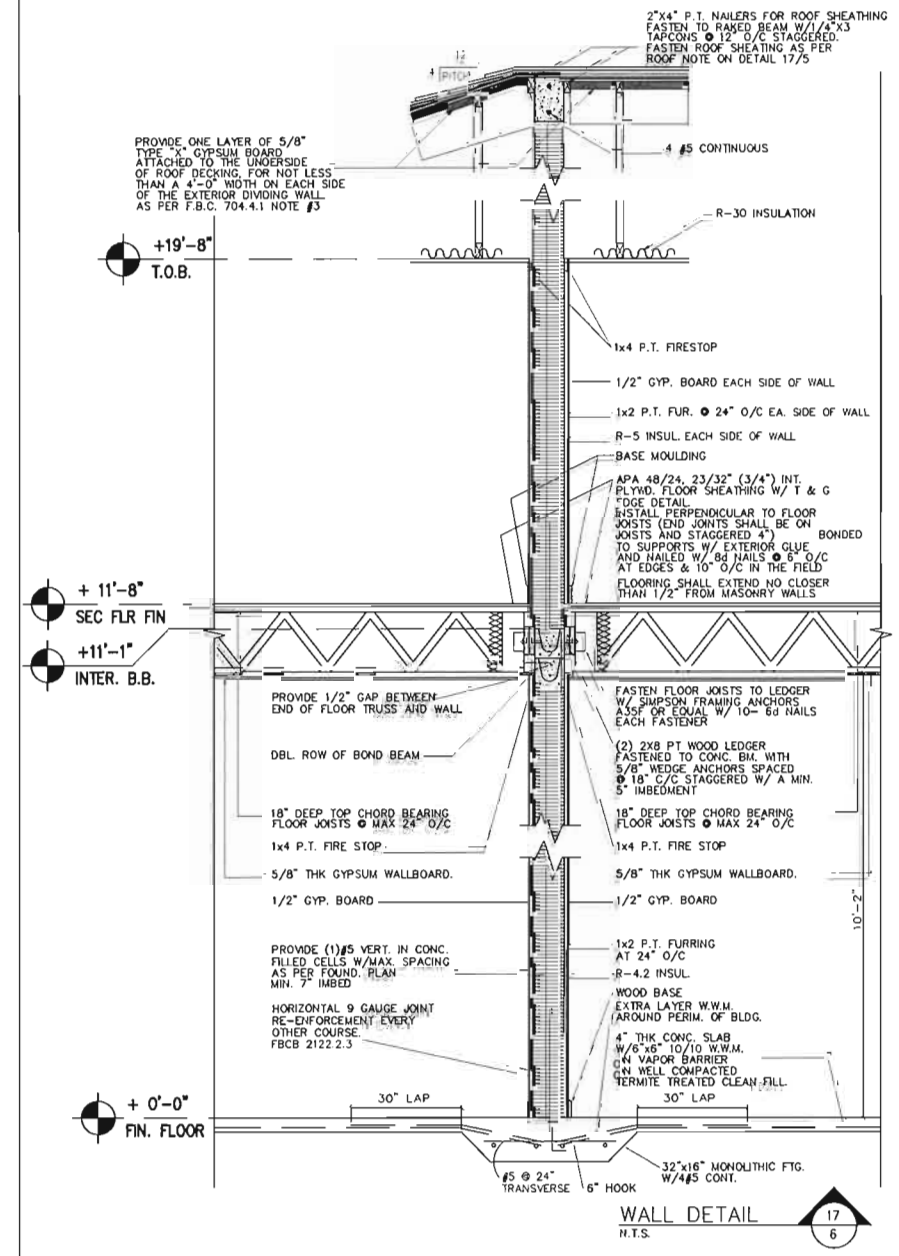


ROOF SHEATHING SHALL BE EXPOSURE 1 MIN. 19/32" (3/4") & SHALL BE CONTINUOUS OVER 2 OR MORE SPANS W/ FACE GRAIN PERPENDICULAR TO SUPPORTS PER FBCB 2322.2.2. 2X4 EDGEWISE PANEL BLOCKING SHALL BE PROVIDED @ ALL HORIZONTAL PANEL JOINTS MIN. 4" FROM GABLE ENDS IF APPLICABLE FBCB 2322.2.3. PLYWOOD PANELS SHALL BE NAILED TO SUPPORTS W/ 8d RING SHANK NAILS FBCB 2322.2.4. NAILS SHALL BE SPACED 6" C/C @ PANEL EDGES & AT INT. SUPPORTS. NAILS SHALL BE 4" C/CF @ GABLE ENDS. FBCB 2322.2.5. NAILS SHALL BE HAND DRIVEN OR POWER DRIVEN AS PER FBCB 2322.2.5.1

CEMENT TILE FASTEN TO ROOF PER PRODUCT APPROVAL



WALL DETAIL  
N.T.S.



WALL DETAIL  
N.T.S.

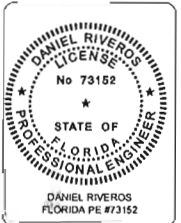
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|---|----------------------------------|
| △ | REVISION / DATE                  |
| △ | SITE PLAN COMMENTS<br>03/19/2018 |
| △ | SITE PLAN COMMENTS<br>04/12/2018 |

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DANIA BEACH, FLORIDA

|             |            |
|-------------|------------|
| DRAWN BY:   | DR         |
| CHECKED BY: | DR         |
| JOB NUMBER: | -          |
| DATE:       | 12/06/2016 |



ARCHITECTURAL  
DETAILS

## GENERAL PLAN NOTES

### SITE PREPARATION

FILL UNDER ALL SLABS SHALL BE CLEAN FILL AND SHALL BE COMPACTED TO A MIN. OF 95% MAXIMUM DENSITY AS PER ASTM D-1557. CONTRACTOR SHALL VERIFY AFTER COMPACTION.  
ALLOWABLE SOIL BEARING PRESSURE 2500 P.S.F. - CONTRACTOR SHALL VERIFY.

### CONCRETE

CONC. BEAMS AND COLS. SHALL BE MIN. 3000 PSI. SLABS SHALL BE 3000 PSI AT 28 DAYS. CONC. PER ASTM C94. CONC. WORK PER AC 301. ALL REIN. STEEL TO BE ASTM A-615 GRADE 60KSI. BENT, LAPPED AND PLACED IN ACCORD. WITH THESE DRAWINGS AND THE LATEST SPECIFICATIONS IN AC 318. CONC. BEAMS SHALL BEAR 8" OVER SIDES OF OPENINGS. CONC. SHALL ALSO COMPLY WITH THE PROVISIONS OF SECTION FB03 1913.

### LUMBER

ALL STRUCTURAL BEAMS & COLUMNS TO BE DOUGLAS FIR LARCH NO. 2 OR BETTER. BEARING STUDS TO BE STUD GRADE SOUTHERN PINE OR BETTER.

ALL LUMBER IN CONTACT WITH MASONRY OR CONCRETE SHALL BE PRESERVE TREATED. SHOP DRAWINGS FOR ROOF TRUSSES SHALL BE PRE-APPROVED BY G.C. PRIOR TO SUBMITTAL TO ENGINEER FOR REVIEW. G.C. SHALL BE RESPONSIBLE FOR FIELD DIMENSIONS, QUANTITIES, ERECTION AND BRACING OF TRUSSES.

BRACING, HANDLING & ERECTING OF TRUSSES SHALL BE IN ACCORD WITH MANUFACTURER'S RECOMMENDATIONS.

LUMBER USED FOR JOISTS, RAFTERS, TRUSSES, COLUMNS, BEAMS AND/OR OTHER STRUCTURAL MEMBERS SHALL BE OF A STRESS GRADE NOT LESS THAN 1200 PSI NOMINAL EXTREME FIBER STRESS IN BENDING.

### DOORS & WINDOWS

WINDOWS INDICATED WITH (E) MUST BE MANUFACTURED TO CONFORM TO THE BUILDING CODE WITH RESPECT TO MINIMUM EMERGENCY EGRESS REQUIREMENTS AND LIFE SAFETY. CODE NFPA 101-2011 (E). ALL SLIDING GLASS DOORS SHALL BE TEMPERED SAFETY GLASS.

### GLASS BLOCK

EXTERIOR GLASS BLOCK PANELS SHALL BE ANCHORED TO WALLS, HEAD & SILL METAL STRIPS BY MEANS OF NON-CORRODIBLE PERFORATED METAL STRIPS.

GLASS BLOCK PANELS SHALL HAVE REINFORCEMENT IN THE MORTAR JOINTS SPACED NOT MORE THAN TWO FEET APART VERTICALLY AND BELOW AND ABOVE ANY OPENINGS WITHIN A PANEL. THE REINFORCEMENT SHALL CONSIST OF TWO PARALLEL LONGITUDINAL GALVANIZED STEEL WIRES, NO. 9 GAUGE OR LARGER, SPACED TWO INCHES APART AND HAVING WELDED THERE TO NO. 14 OR HEAVIER CROSS WIRES AT INTERVALS NOT EXCEEDING EIGHT INCHES, OR THE EQUIV. APPROVED BY THE BUILDING OFFICIAL.

GLASS BLOCK SHALL BE LAID IN ONLY TYPE M OR S MORTAR OR EQUIV. APPROVED MATERIAL. BOTH VERTICAL AND HORIZONTAL MORTAR JOINTS SHALL BE AT LEAST ONE-QUARTER AND NO MORE THAN THREE-EIGHTHS INCH THICK AND SHALL BE COMPLETELY FILLED.

EVERY EXTERIOR GLASS BLOCK PANEL SHALL BE PROVIDED WITH EXPANSION JOINTS AT THE SIDES AND TOP. EXPANSION JOINTS SHALL BE THOROUGHLY FREE OF MORTAR AND SHALL BE FILLED WITH RESILIENT MATERIAL.

### MECHANICAL

AIR CONDITIONING CONTRACTOR SHALL SUPPLY A/C DUCT LAYOUT & SHALL VERIFY EQUIPMENT SIZES.

### GENERAL NOTES

A - WINDOWS INDICATED WITH (E) MUST BE MANUFACTURED TO CONFORM TO THE BUILDING CODE WITH RESPECT TO MINIMUM EMERGENCY EGRESS REQUIREMENTS (24" MIN. VERT.).

B - ALL SLIDING GLASS DOORS, FRENCH DOORS, GLASS SHOWER ENCLOSURES, BATHROOM VESTIBLES AND ANY WINDOWS WITHIN 12" OF A DOOR SHALL BE TEMPERED SAFETY GLASS.

C - INTERIOR NON-BRG. WALLS SHALL BE 2 X 4 WOOD OR METAL STUDS W/1/2" GYP. BD. BOTH SIDES.

D - ALL SHOWER ENCLOSURE GLASS TO BE SAFETY GLAZING PER FB03 2406.4.5

E - ALL STUD BRG. WALLS 1 HR. RATED W/1 LAYER OF 5/8" GYP. BD. ON BOTH SIDES OF 2 X 4 WOOD STUDS @ 16" O.C.

F - WEAP. ALL INTERIOR STEEL COLS. W/2 LAYERS OF 1/2" TYPE X GYP. BD.

G - ALL WINDOW FRAMES TO BE SET IN CAULK BEDS.

H - EXT. DOOR & FRAMES TO HAVE CONT. WEATHER STRIPPING.

I - PENETRATIONS OF RATED WALLS AND FLOORS SHALL BE SEALED WITH A MATERIAL CAPABLE OF PREVENTING THE PASSAGE OF FLAMES AND HOT GASES WHEN SUBJECTED TO THE REQUIREMENTS OF THE TEST STANDARD SPECIFIC FOR FIRE STOP. ASTM-E-814-08b.

J - SCREED SPRINKLER, POOL AND A/C EQUIPMENT FROM VIEW.

K - ELEVATIONS ARE TAKEN FROM LOWEST LIVING AREA FINISHED FLOOR SLAB WHICH SHALL BE + 0'-0".

L - SHOP DRAWINGS SHALL BE SUBMITTED TO THIS OFFICE FOR REVIEW BY AN APPROVED TRUSS MANUF.

M - PROVIDE OUTLET AND SWITCHED LIGHT AT ALL ATTIC ACCESS SCUTTLES.

N - ALL HANDRAILS SHALL COMPLY WITH FB03 1012.9

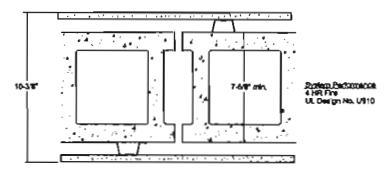
O - STAIRWAYS SHALL BE PER FB03 1009

P - GUARDRAILS AS PER FB03 1013

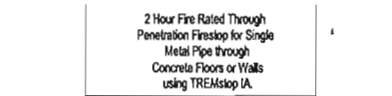
Q - STAIRWAY PROTECTION SHALL BE AS PER FB03 1009.3.1.2 & 1009.9.3

R - THE LOCATION OF THE AIR HANDLER UNIT(S) AND RETURN AIR GRILL(S) AS SHOWN ON THESE PLANS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND MUST BE VERIFIED BY THE A/C CONTRACTOR AND THE G.C. WITH RESPECT TO THE FEASIBILITY OF QUICK ACCESS TO ATTIC OR ANY OTHER CONDITION DEEMED NECESSARY BY THE A/C CONTRACTOR OR THE G.C. FOR THEIR CONVENIENCE.

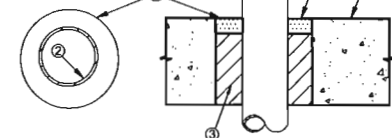
SEE FRAMING PLAN FOR: NO. & CONC. BEAM SIZES NO. & STL. COL. SIZES  
SEE FOUNDATION PLAN FOR: NO. & STL. COL. LOCATIONS



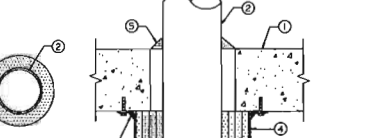
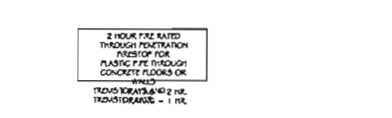
DEMISING WALL  
FIRE RATED SEPARATION DETAIL  
N.T.S.



CAJ 1302  
F-Rating = 2 Hr.  
T-Rating = 0 Hr.



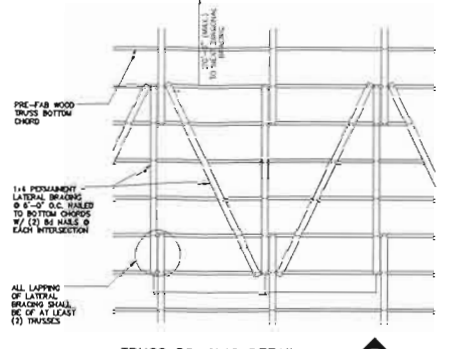
| Approx. Spacing, in. | Min. Penetration Thickness, in. | Min. Thickness of Sealant, in. | Rating Hr. |
|----------------------|---------------------------------|--------------------------------|------------|
| 1/8" - 1/4"          | 1/4"                            | 1/2"                           | 2          |
| 1/4" - 3/8"          | 1/2"                            | 1/2"                           | 2          |



| Pipe O.D., in. | Annular Space, in. | Vol. No. of Wraps |
|----------------|--------------------|-------------------|
| 2              | 1/4"               | 3                 |
| 3              | 1/4"               | 4                 |
| 4              | 1/4"               | 4                 |

1. FIRE-RATED CONCRETE FLOORS OR BLOCK WALLS = MIN. 4-1/2" TH. CONCRETE.  
2. PLASTIC PIPE - 4" DIA. OR SMALLER SOIL OR SEWER PIPE FOR USE IN CLOSED OR OPEN PILING SYSTEMS. A NON-ANNUAL SPACE OF 1/8" IS REQUIRED WITH THE FIRESTOP SYSTEM.  
3. TREMSTOP 405 - INTERLOCKING WRAP STRIPS CONTINUOUSLY WRAPPED AROUND OUTER CIRCUMFERENCE OF THE PIPE.  
4. TREMSTOP 405 - PRE-FABRICATED STEEL COLLAR WRAPPED OVER THE WRAP STRIPS (ITEM 3) AND MECHANICALLY FASTENED TO THE FLOOR OR WALL ASSEMBLY.  
5. TREMSTOP 405 - MIN. 1/4" BEAD OF SEALANT APPLIED AT THE INTERFACE OF THE CONCRETE SLAB AND STEEL COLLAR AND PIPE.  
6. MORTAR - MIN. 4-1/2" TH. CONCRETE OR MORTAR OR HYDRAULIC CEMENT APPLIED WITHIN ANNUALS, FLUSH WITH BOTH SURFACES OF FLOOR OR WALL ASSEMBLY.  
NOTE: IN FLOORS, APPLY BELOW THE CONCRETE SLAB. IN WALLS, APPLY TO EACH SIDE OF ASSEMBLY.

## FIRE RATING ASSEMBLIES AND PENETRATION DETAILS



TRUSS BRACING DETAIL  
N.T.S.

## FOUNDATION & PLUMBING NOTES

- THE FOUNDATION SYSTEM HAS BEEN DESIGNED BY A RATIONAL ANALYSIS.  
- STRUCTURE HAS NOT BEEN DESIGNED TO WITHSTAND VELOCITY WATERS OR HURRICANE WAVE WASH.  
- POURED CONC. COLS. SHALL BE REQUIRED ONLY WHERE INDICATED ON THESE PLANS.  
- MINIMUM CLEAR COVERAGE OF STEEL: - SLAB EXTERIOR = 1 1/2" - SLAB INTERIOR = 3/4" - BEAMS & COLUMNS - FORMED CONCRETE BELOW GRADE = 2" - UNFORMED CONCRETE BELOW GRADE = 3"

ALL BAR SPICES SHALL NOT BE LESS THAN 36 BAR DIAMETERS.  
- CONTINUOUS FTR. STEEL SHALL BE BENT AROUND ALL CORNERS 48 BAR DIAM. OR ADD CORNER BARS TO BE EXTENDED 48 BAR DIAM INTO EACH SIDE OF CORNERS

- REINFORCING STEEL: WIRE WELDED FABRIC, ASTM A185 REINFORCING BARS, ASTM A615 THE WIRE, ASTM A62

- CLEANOUT OPENINGS SHALL BE PROVIDED AT THE BOTTOM OF ALL CELLS. CONTAINING REINFORCEMENT AND ANY OVERHANGING MORTAR OR OBSTRUCTION SHALL BE REMOVED FROM THE SIDES OF SUCH CELL WALLS AND, SHALL BE SOLIDLY FILLED WITH CONCRETE IN LIFTS NOT EXCEEDING 4 FEET IN HEIGHT.

- PLUMBING CONTRACTOR SHALL VERIFY CENTER LINE AND DIMENSIONS OF FIXTURES SELECTED.

- PLUMBING CONTRACTOR SHALL VERIFY SERVICE AND SEWER LOCATION PRIOR TO CONSTRUCTION.

- PROVIDE BACK FLOW PREVENTION DEVICE.

- NO VENT STACKS SHALL PASS THRU ROOF CROCKETS OR VALLEYS.

- SIZE AND LOCATION OF CLEAN-OUT SHALL BE IN CONFORMANCE WITH SECTION 708 F.B.C. PLUMBING.

- FIXTURE SUPPLY LINE SHALL CONFORM TO, AS PER CHAPTER 6 OF THE F.B.C. PLUMBING.

## STRUCTURAL NOTES

- THE WALL SYSTEM AND WIND LOADS HAVE BEEN DESIGNED BY RATIONAL ANALYSIS.  
- CALCULATIONS ARE BASED UPON ENGINEERED UNIT MASONRY WITH HORIZONTAL JOINT REINFORCEMENT EVERY OTHER COURSE

- MASONRY WALL SYSTEM IS OF REINFORCED UNIT MASONRY AS PER THE PROVISIONS OF TUS 402/ACI 530/ASCE 5 & TUS 602/ACI 530/ASCE 6 FOR DESIGN & CONSTRUCTION OF REINFORCED UNIT MASONRY & IN ACCORDANCE W/FB03 2122.2

- SPECIAL INSPECTOR SHALL FURNISH INSPECTION FOR UNIT MASONRY.

- ROUGH OPENING SIZES SHOWN ON FLOOR PLAN ARE BASED UPON "TYP" WINDOW MANUFACTURER SPECS. IF ANOTHER WINDOW MANUFACTURER IS SELECTED CONTRACTOR MUST COORDINATE ACTUAL WINDOW OPENINGS WITH THIS OFFICE PRIOR TO CONSTRUCTION.

- PROVIDE 1/8" VERTICAL R/C CONCRETE FILLED CELL W/MAX. SPACING OF THAT SHOWN ON FOUNDATION PLAN.  
\* DONUT SPACING MAY HAVE A MAX. DEVIATION OF 8".

- LAP VERTICAL REINFORCEMENT 36 BAR DIA. & PROVIDE DOUBLE TIES AT THE DONUT LAP AT 5" SPACING.

- ROOF SHEATHING SHALL BE PER FB03 2322.2-2322.8

- FOR UPLIFT CALCULATION PLEASE REFER TO STRUCTURAL CALC'S & ROOF FRAMING

- TRUSS TO TRUSS CONNECTIONS: SEE TRUSS DRAWINGS

- BRACE BOTTOM CHORD OF ALL TRUSSES W/ 2x6 CONT. LATERAL BRACING SPACED 6' O.C. MAX. ATTACHED W/2-8d NAILS

- FASTEN DOOR JAMBS TO BRICKS W/8d SCREWS 1 1/2" LONG (2) 9" FROM BOT. AND TOP. (2) 6" ABOVE AND BELOW CENTER LINE OF JAMB

- LUMBER USED FOR JOISTS, RAFTERS, TRUSSES, COLUMNS, BEAMS AND/OR OTHER STRUCTURAL MEMBERS SHALL BE OF A STRESS GRADE NOT LESS THAN 1200 P.S.I. NOMINAL EXTREME FIBER STRESS IN BENDING.

- ALL FASTENERS SHALL BE NON CORROSIVE.

- PANEL SHEATHING SHALL BE PROVIDED WITH A MINIMUM OF 2" X 4" EDGEWISE BLOCKING @ HORIZONTAL PANEL JOINTS 4'-0" FROM GABLE END. FB03 2322.2.3

- ALL GABLE ENDS SHALL BE OF REINFORCED UNIT MASONRY AS PER SECTION FB03 2122

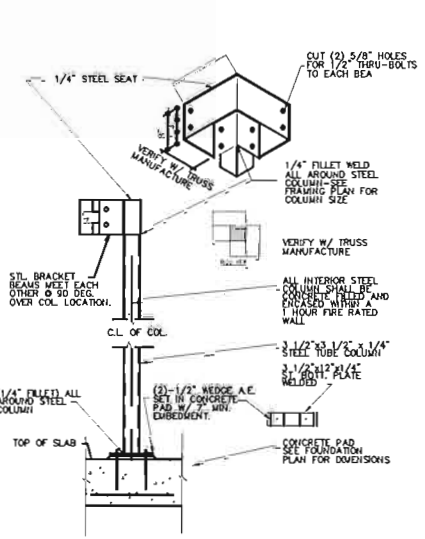
- NAILS SHALL NOT BE USED TO ANCHOR STRUCTURAL WOOD MEMBERS TO MASONRY.

- MORTAR & GROUT FOR REINFORCED MASONRY WALLS SHALL BE AS PER FB03 2122.8

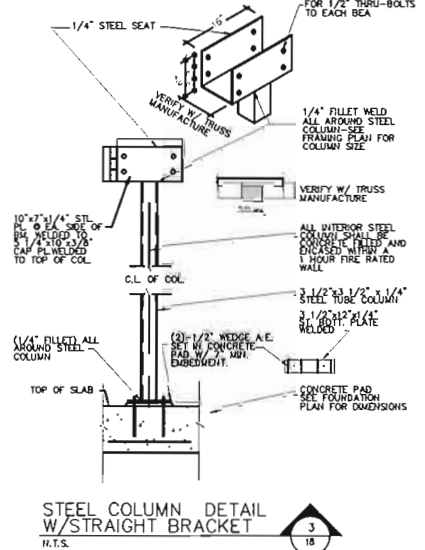
- GROUTING SHALL BE IN 4'-0" LIFTS W/MAX. SINGLE POUR OF 12'-0".

- BOND BEAMS SHALL AS PER FB03 2122

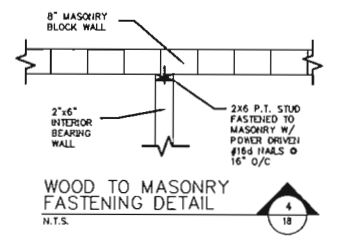
- THE BEAMS SHALL BE PROVIDED W/A MIN. OF (4) #3 STIRRUPS SPACED 12" C/C FROM EACH CORNER OF BOND. AND SHALL BE PROVIDED W/(1) #3 STIRRUP @ 48" C/C THERE AFTER. REINFORCING OF THE BEAMS OVER OPENINGS SHALL BE AS PER THE ROOF FRAMING PLAN WHERE APPLICABLE.



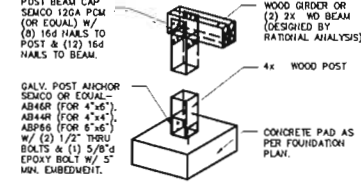
STEEL COLUMN DETAIL  
W/ANGLE BRACKET  
N.T.S.



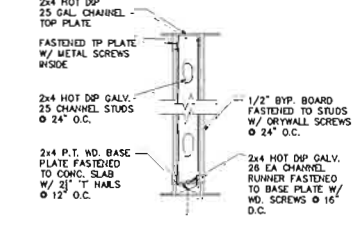
STEEL COLUMN DETAIL  
W/STRAIGHT BRACKET  
N.T.S.



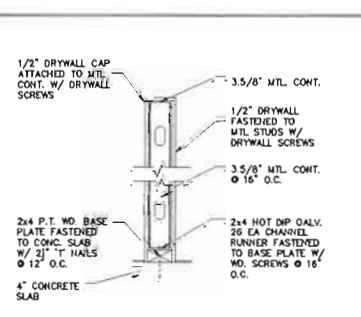
WOOD TO MASONRY  
FASTENING DETAIL  
N.T.S.



WOOD POST DETAIL  
N.T.S.



NON-BEARING  
WALL DETAIL  
N.T.S.



NON-BEARING  
KNEEWALL DETAIL  
N.T.S.



NOTES:  
 1. CONTRACTOR TO VERIFY EXISTING SEWER LATERALS LOCATIONS AND INVERT ELEVATIONS. IN THE EVENT THE INVERT ELEVATION OF EXISTING LATERAL IS HIGHER THAN 0.50 FT. NAVD, THE CONTRACTOR SHALL INSTALL NEW LATERALS.  
 2. ANY ROAD CUTS FOR UTILITIES OR CURB CUTS WITH THE CITY ROW SHALL BE RESTORED TO FULL LANE WIDTH FOR 50' MINIMUM LENGTH CENTERED ON THE PROPOSED CUT.

Know what's below  
 Call before you dig  
**Sunshine811.com**

WATER, SEWER AND SOLID WASTE;  
 TOTAL PROJECT: 15 TOWNHOUSE UNITS;

|              |                    |                        |
|--------------|--------------------|------------------------|
| WATER DEMAND | 300 GPD PER UNIT   | 4500 GPD FOR PROJECT   |
| SEWAGE FLOW  | 300 GPD PER UNIT   | 4500 GPD FOR PROJECT   |
| SOLID WASTE  | 11 LB/DAY PER UNIT | 165 LB/DAY FOR PROJECT |

**Florida Consulting Engineers, Inc.**



Certificate of Authorization No. 5819  
 134 N.W. 16TH STREET, SUITE 1  
 BOCA RATON, FLORIDA 33432  
 PHONE: (561) 353-1152  
 FAX: (561) 353-1708  
 E-MAIL: zj@fcsengineers.com

| DATE    | REVISIONS           |
|---------|---------------------|
| 1-31-18 | City comments       |
| 3-16-18 | City comments NO. 2 |

Zuhair M. Jalloul, P.E.  
 FL. License No.: 35416

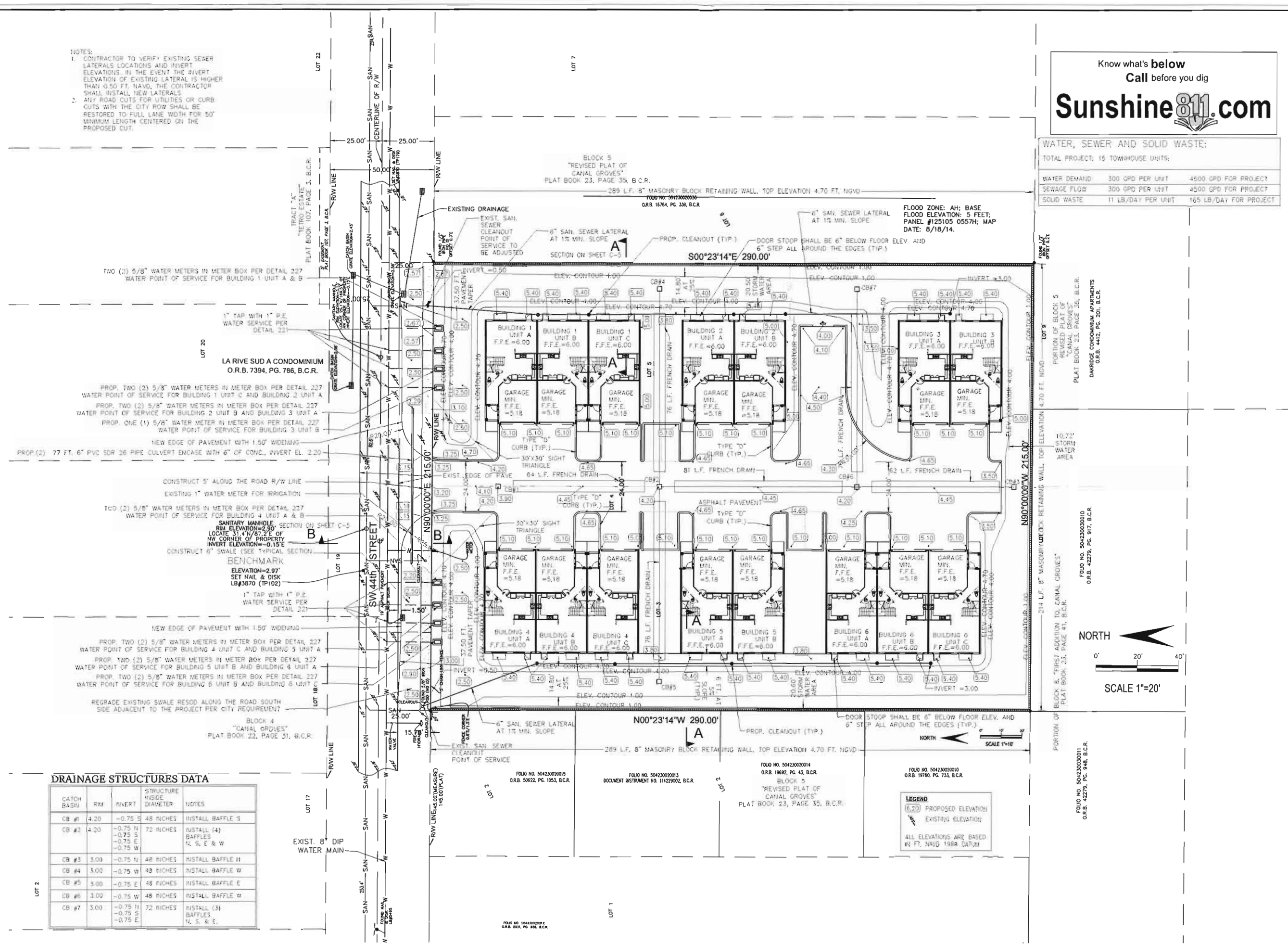
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|--------------|--------------|
| DATE         | MAY 30, 2017 |
| SCALE        | AS SHOWN     |
| DWG. BY      | P.E.S.       |
| CHECKED BY   | Z. JALLOUL   |
| PROJECT NO.  | 161205       |
| DRAWING FILE | -----        |

3200 SW 44th ST.  
 DANIA BEACH  
 BROWARD COUNTY  
 FLORIDA 33312

**GRADING,  
 PAVING AND  
 DRAINAGE,  
 WATER AND  
 SEWER PLAN**

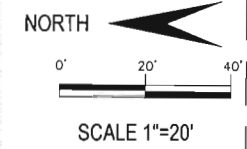
SHEET NUMBER

**C-2**  
 OF 6



**DRAINAGE STRUCTURES DATA**

| CATCH BASIN | RIM  | INVERT                                   | STRUCTURE INSIDE DIAMETER | NOTES                            |
|-------------|------|------------------------------------------|---------------------------|----------------------------------|
| CB #1       | 4.20 | -0.75 S                                  | 48 INCHES                 | INSTALL BAFFLE S                 |
| CB #2       | 4.20 | -0.75 N<br>-0.75 S<br>-0.75 E<br>-0.75 W | 72 INCHES                 | INSTALL (4) BAFFLES 1/4 S, E & W |
| CB #3       | 3.00 | -0.75 N                                  | 48 INCHES                 | INSTALL BAFFLE N                 |
| CB #4       | 3.00 | -0.75 W                                  | 48 INCHES                 | INSTALL BAFFLE W                 |
| CB #5       | 3.00 | -0.75 E                                  | 48 INCHES                 | INSTALL BAFFLE E                 |
| CB #6       | 3.00 | -0.75 W                                  | 48 INCHES                 | INSTALL BAFFLE W                 |
| CB #7       | 3.00 | -0.75 N<br>-0.75 S<br>-0.75 E            | 72 INCHES                 | INSTALL (3) BAFFLES 1/4 S, E & E |



**LEGEND**  
 PROPOSED ELEVATION  
 EXISTING ELEVATION  
 ALL ELEVATIONS ARE BASED IN FT. NAVD 1988 DATUM



Certificate of authorization No. 5810

134 N.W. 16th STREET, SUITE 1  
BOCA RATON, FLORIDA 33432

PHONE: (561) 353-1152

FAX: (561) 353-1708

E-MAIL: zipe@flceng.com

DATE: 1-31-18

REVISIONS: City comments

3-16-18 City comments (2)

Zuhair M. Jalloul, P.E.

Fl. License No. 35416

DATE: MAY 30, 2017

SCALE: AS SHOWN

DWG. BY: P.E.S.

CHECKED BY: Z. JALLOUL

PROJECT NO. 181205

DRAWING FILE: -----

3260 SW 44th ST.

DANIA BEACH

BROWARD COUNTY

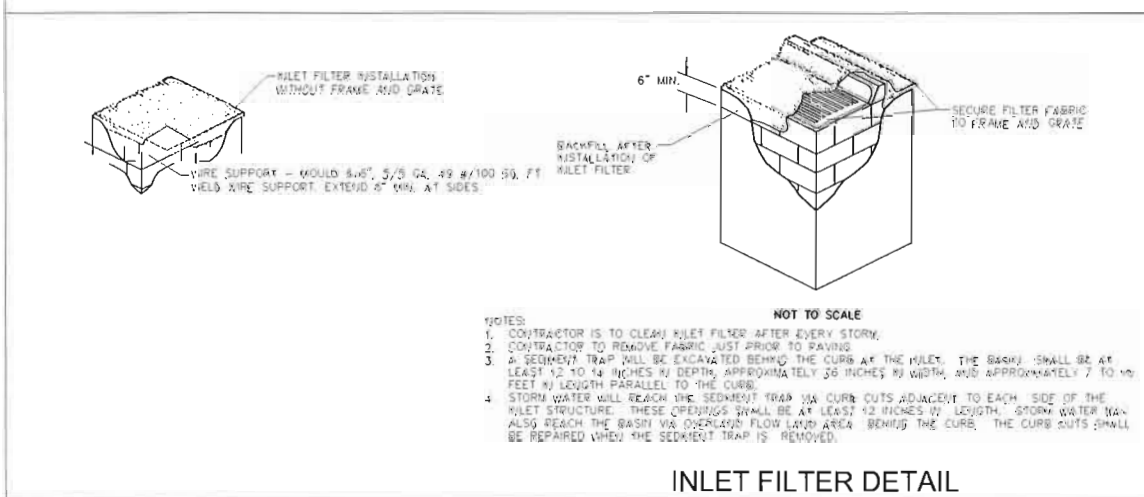
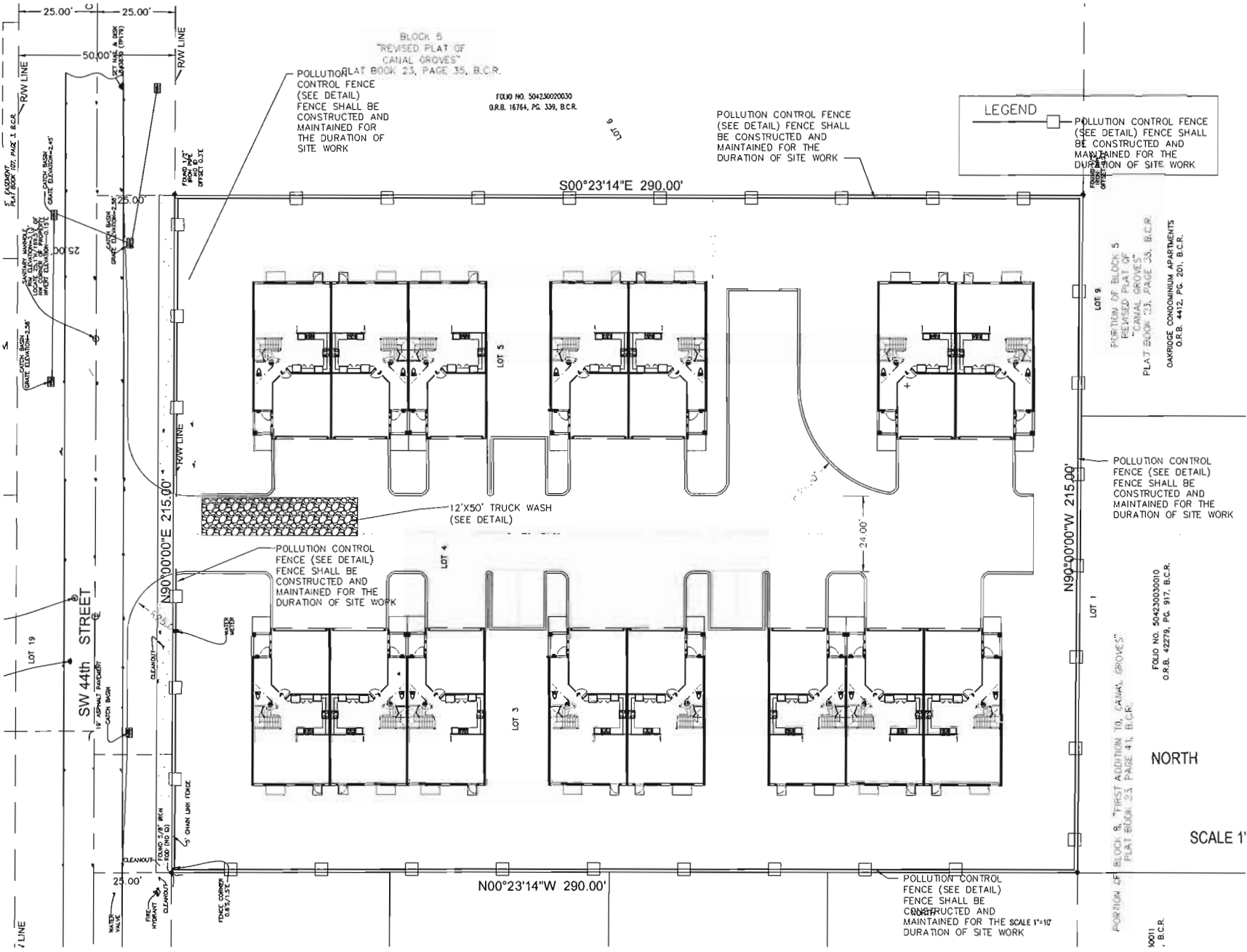
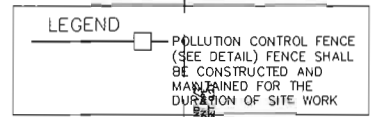
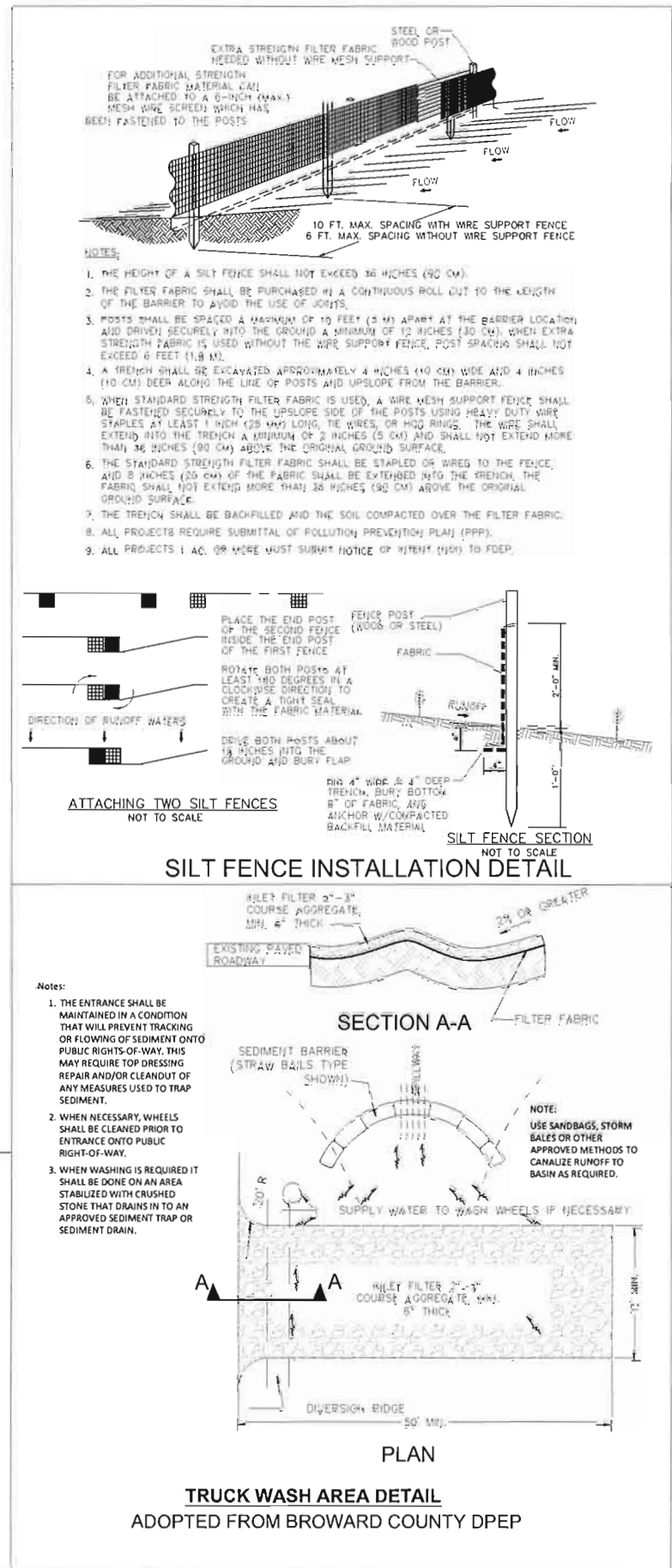
FLORIDA 33312

POLLUTION  
PREVENTION  
PLAN

SHEET NUMBER

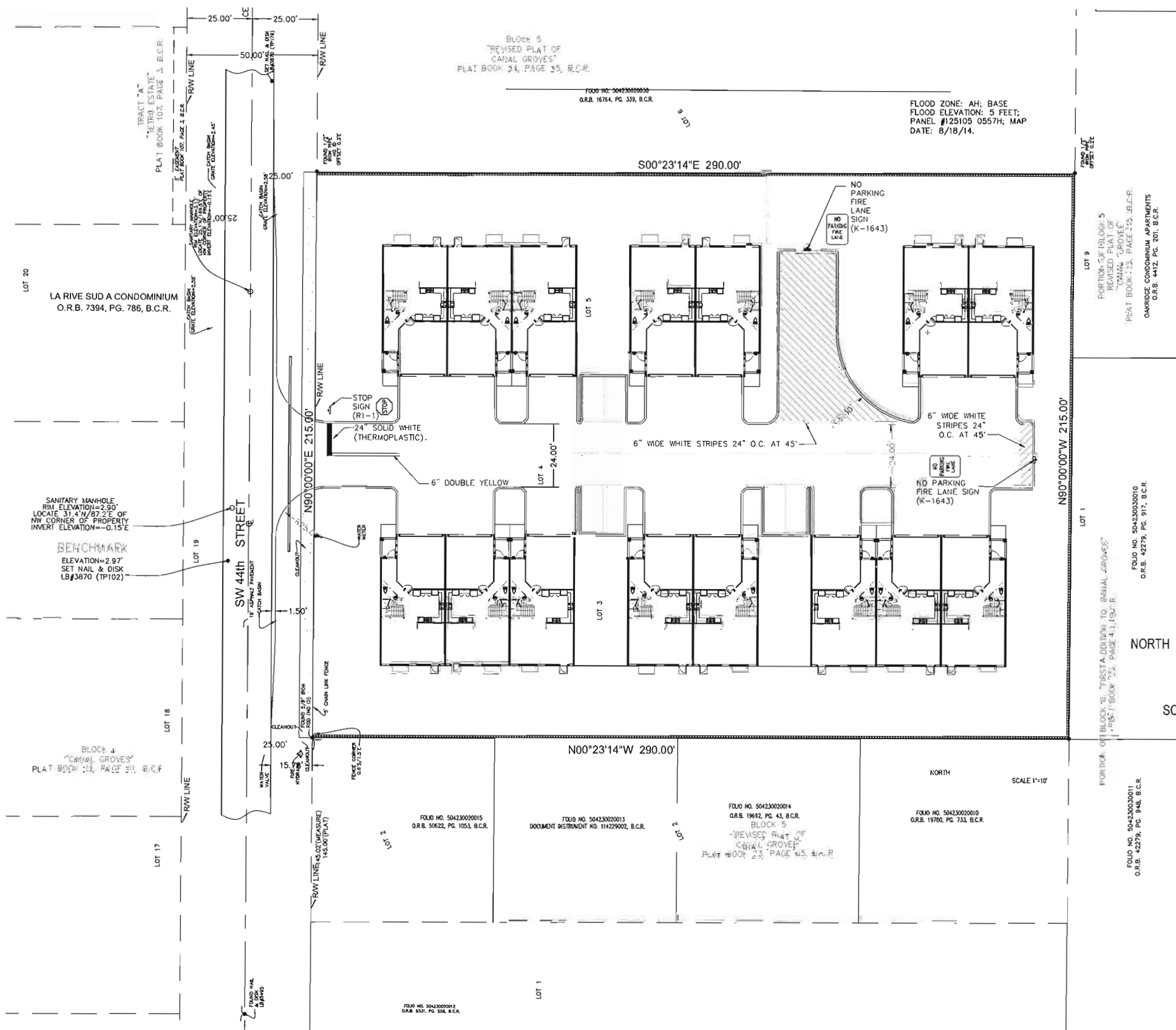
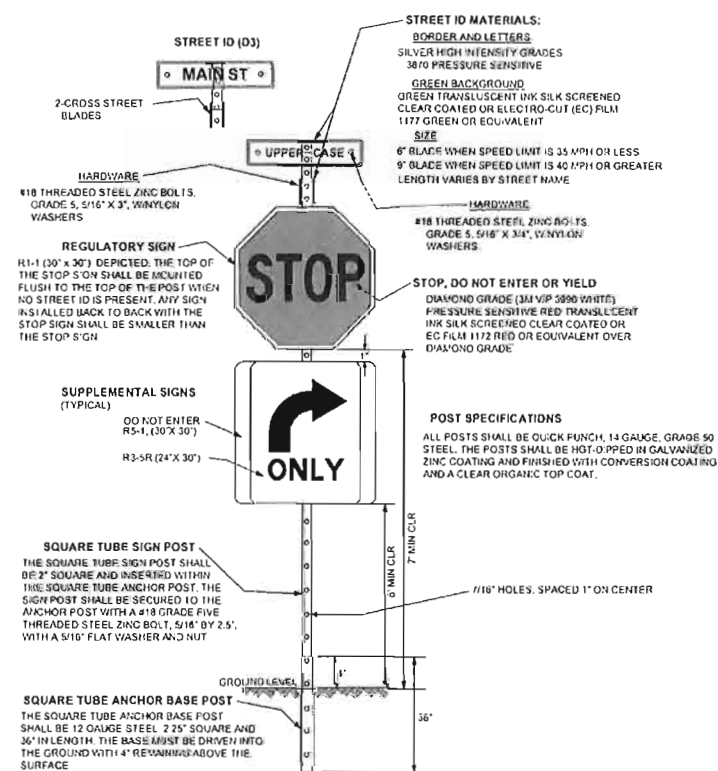
C-3

OF 6





### Typical Details



**Florida  
Consulting  
Engineers,  
Inc.**



174 N.W. 15TH STREET, SUITE 1  
BOCA RATON, FLORIDA 33432

PHONE: (561) 353-1152  
FAX: (561) 353-1708  
E-MAIL: [info@licengineers.com](mailto:info@licengineers.com)

| Date    | Revisions         |
|---------|-------------------|
| 1-31-18 | city comments     |
| 2-16-18 | city comments and |

Zuhair M. Jalloul, P.E.  
Fl. License No. 35118

DATE WAS 30, 2014  
SCALE AS SHOWN  
DRAWN BY P.E.S.  
CHECKED BY Z. JALLALI  
PROJECT NO. 161205  
DRAWING FILE ----

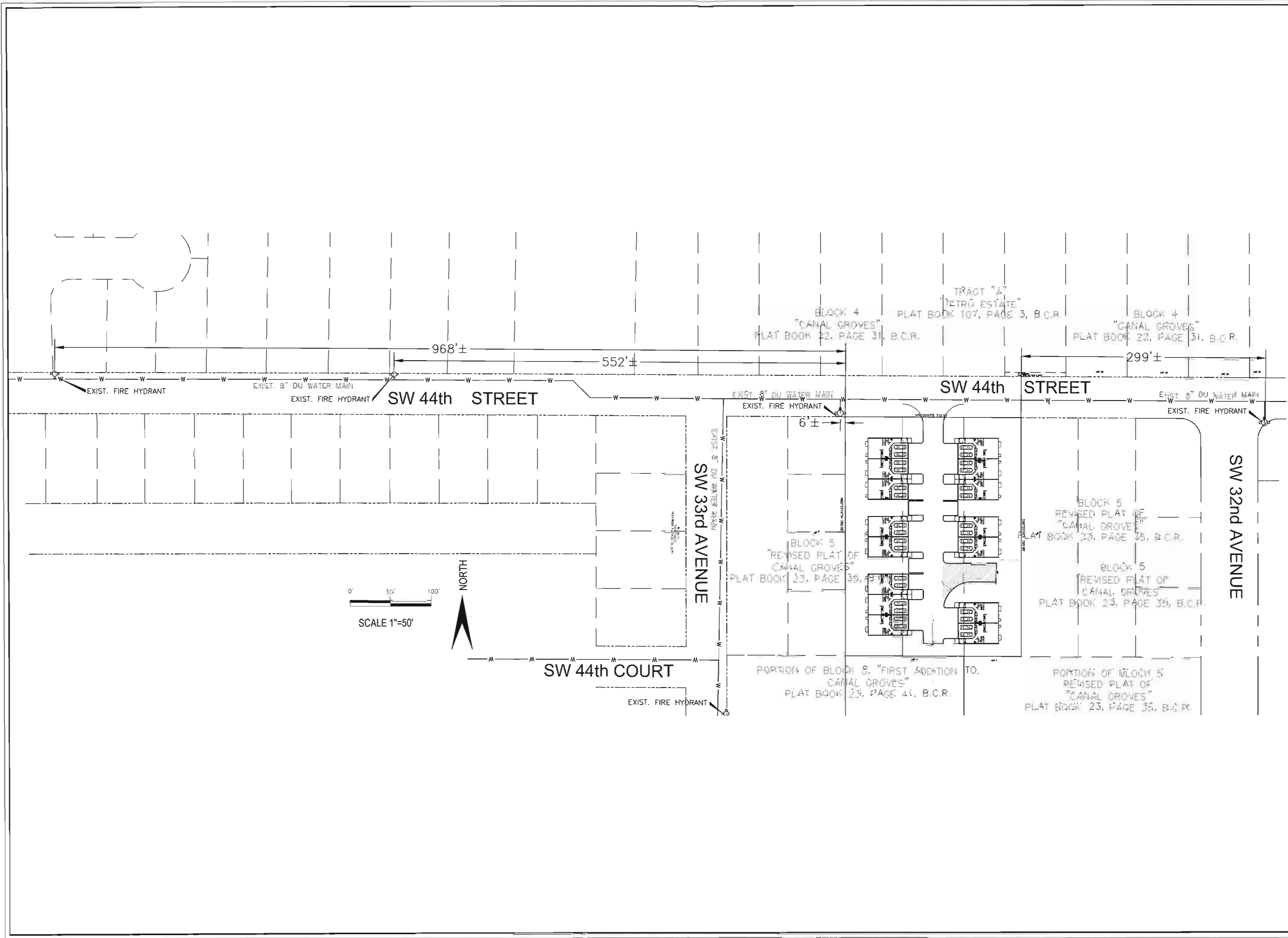
3265 SW 4TH ST  
DANIA BEACH  
BROWARD COUNTY  
FLORIDA 33312

# PAVEMENT MARKING AND SIGNAGE PLAN

SHEET NUMBER

C-6

OF 6



Florida  
Consulting  
Engineers,  
Inc.



Certificate of Authorization No. 5810  
184 N.W. 16TH STREET, SUITE 1  
BOCA RATON, FLORIDA 33432  
PHONE: (561) 354-1150  
FAX: (561) 353-1700  
E-MAIL:  
fci@fciengineers.com

| DATE    | REVISION     |
|---------|--------------|
| 1-31-10 | REV comments |

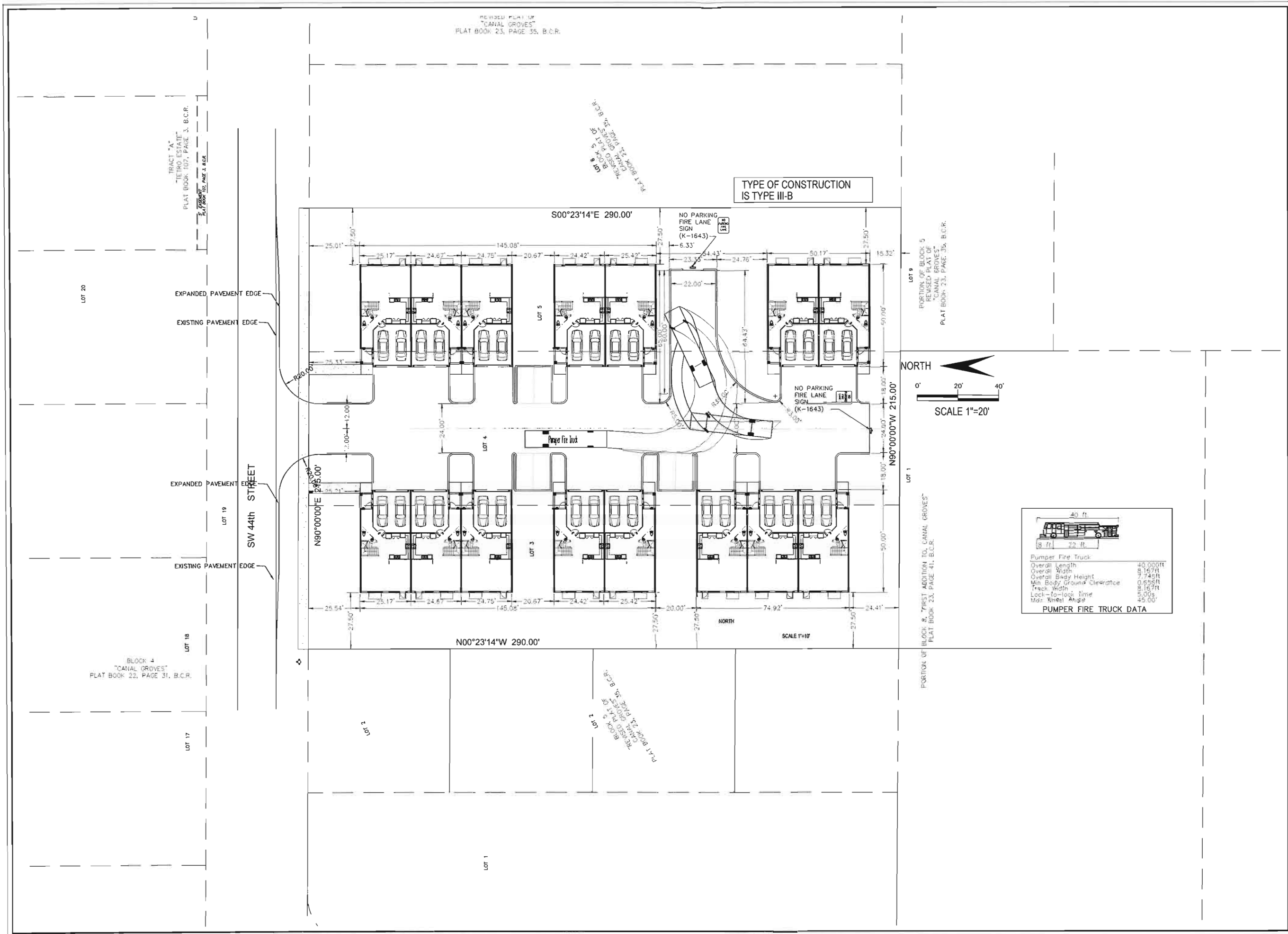
Zuhair M. Jaloudi, P.E.  
FL License No.: 30916

DATE MAY 30, 2017  
SCALE AS SHOWN  
DRAWN BY P.E.S.  
CHECKED BY Z. JALLOUDI  
PROJECT NO. 161205  
DRAWING FILE

3260 SW 44th St.  
DANIA BEACH  
BROWARD COUNTY  
FLORIDA 33312

EXISTING  
FIRE  
HYDRANTS  
LOCATIONS

SHEET NUMBER  
**FIRE 1**  
OF 2



Florida  
Consulting  
Engineers,  
Inc.



Certificate of Authorization No. 5810  
134 NW 16th STREET, SUITE 1  
BOCA RATON, FLORIDA 33432  
PHONE: (561) 353-1152  
FAX: (561) 353-1708  
E-MAIL:  
zj@fcecengineers.com

| DATE    | REVISIONS           |
|---------|---------------------|
| 1-31-18 | City comments       |
| 3-16-18 | City comments 100.2 |

Zuhair M. Jalloul, P.E.  
Fl. License No. 35416

DATE MAY 30, 2017  
SCALE AS SHOWN  
DRAWN BY P.E.S.  
CHECKED BY Z. JALLOUL  
PROJECT NO. 161205  
DRAWING FILE

3260 SW 44th ST.  
DANIA BEACH  
BROWARD COUNTY  
FLORIDA 33312

PUMPER  
FIRE TRUCK  
MOVEMENT

SHEET NUMBER  
**FIRE 2**  
OF 2



**AGENDA**  
**COMMUNITY DEVELOPMENT DEPARTMENT**  
**DEVELOPMENT REVIEW MEETING**  
**THURSDAY, FEBRUARY 22, 2018**

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH REGARD TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

---

LOBBYIST REGISTRATION REQUIRED - REGISTRATION AS A LOBBYIST IN THE CITY OF DANIA BEACH IS REQUIRED IF ANY PERSON, FIRM OR CORPORATION IS BEING PAID TO LOBBY THE COMMISSION ON ANY PETITION OR ISSUE PURSUANT TO ORDINANCE NO. 01-93. REGISTRATION FORMS ARE AVAILABLE IN THE CITY CLERK'S OFFICE IN THE ADMINISTRATION CENTER.

---

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT the CITY CLERK's office, 100 W. DANIA BEACH Boulevard, DANIA BEACH, FL 33004, (954) 924-6800 ext.3624, AT LEAST 48 HOURS PRIOR TO the MEETING.

---

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:  
PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.  
IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.

---

- 1) 10:00 A.M. SP-123-17, 44<sup>TH</sup> STREET APARTMENTS, 3260 SW 44 STREET, 2<sup>nd</sup>  
REVIEW

If you are unable to attend the meeting or you need any further information please email or call:  
Corinne Lajoie at (954) 924-6805 x 3704 or [cchurch@daniabeachfl.gov](mailto:cchurch@daniabeachfl.gov)  
Macee Wray at (954) 924-6805 x 3643 or [mwray@daniabeachfl.gov](mailto:mwray@daniabeachfl.gov)



*CITY OF DANIA BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT  
COVER LETTER*

*To: Bari@thetileempire.com*

*From: mwwray@daniabeachfl.gov*

*Date: 2/21/2018*

*Re: 44<sup>th</sup> Street Apartments*

*PZ#: SP-123-17- 2<sup>nd</sup> Review*

*Dear Applicant:*

*Please find attached the comments regarding your site plan application together with the agenda for the Design Review Committee meeting. Your slotted time for the meeting held on **Thursday, February 22<sup>nd</sup> will be at 10:00AM.***

*Should you have any questions, please contact Corinne Lajoie at 954-924-6805 X3704 Macee Wray at 954-924-6805 X3643.*

*Thank you.*

*cc: Daniel Parobok, Arborist, Daniel.parobok@metriceng.com  
Raul Cosme, Fire Inspector/Plans Examiner, Raul\_Cosme@sheriff.org  
Ronnie Navarro, Engineer, rnavarro@daniabeachfl.gov  
Corinne Lajoie, Planning and Zoning Manager, cchurch@daniabeachfl.gov  
Daniel Lozandier, Planning Associate, dlozandier@daniabeachfl.gov*



**\*\*PLEASE RETURN FILE COPY PLANS TO MACEE\*\***

**CITY OF DANIA BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT  
ROUTING SHEET**

**Routing Date: February 2, 2018**

**PZ Log No: SP-123-17**

**Project: 44<sup>th</sup> Street Apartments (2<sup>nd</sup>  
Review)**

**Comments Due: February 15, 2018**

PLEASE REVIEW THE ABOVE REFERENCED PROJECT FOR COMMENTS TO BE INCORPORATED IN THE COMMUNITY DEVELOPMENT DIRECTOR'S STAFF REPORT TO THE PLANNING AND ZONING BOARD AND/OR CITY COMMISSION.

- ☐ Complies with code as submitted.
- ☐ Comments to be addressed & plans resubmitted prior to public hearing.
- ☐ Denied.

\_\_\_\_\_  
Department

\_\_\_\_\_  
Date



**CITY OF DANIA BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT  
COST RECOVERY**

**Project: 44<sup>th</sup> Street Apartments (2<sup>nd</sup>  
Review)**

**PZ Log No: SP-123-17**

**Plan Reviewer: FLOOD**

Please log your time spent on reviewing the plans.

Time spent: 1 1/2 HOUR

Overtime: \_\_\_\_\_

Rate per hour: \_\_\_\_\_

\* Cost recovery – no charge on single family home plans, permits and variances.

**Project Name:** 44<sup>th</sup> Street Apartments  
**PZ #:** SP-123-17 – 2<sup>nd</sup> REVIEW  
**ADDRESS:** 3260 SW 44<sup>th</sup> St  
**REVIEW COMPLETED BY:** Richard Benton, CFM

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**NOTES:**

- Flood Zone = AH 4 / X
- BFE = 4; DFE = 5

**Comments:**

1. None.

**Note(s):**

**This project is subject to the flood provisions of Ch. 12 of the Dania Beach Code of Ordinances and the Florida Building Code.**

**No Mechanical / Electrical / Plumbing sheets included in package.**



CITY OF DANIA BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT  
ROUTING SHEET

Routing Date: February 2, 2018

PZ Log No: SP-123-17

Project: 44<sup>th</sup> Street Apartments (2<sup>nd</sup>  
Review)

Comments Due: February 15, 2018

PLEASE REVIEW THE ABOVE REFERENCED PROJECT FOR COMMENTS TO BE INCORPORATED IN THE COMMUNITY DEVELOPMENT DIRECTOR'S STAFF REPORT TO THE PLANNING AND ZONING BOARD AND/OR CITY COMMISSION.

- ☐ Complies with code as submitted.
- ☐ Comments to be addressed & plans resubmitted prior to public hearing.
- ☐ Denied.

\_\_\_\_\_  
Department

\_\_\_\_\_  
Date



CITY OF DANIA BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT  
COST RECOVERY

Project: 44<sup>th</sup> Street Apartments (2<sup>nd</sup>  
Review)

PZ Log No: SP-123-17

Plan Reviewer: Landscape

Please log your time spent on reviewing the plans.

Time spent: 2.25 Hr

Overtime: \_\_\_\_\_

Rate per hour: \_\_\_\_\_

\* Cost recovery – no charge on single family home plans, permits and variances.



## Landscape Plan Review: 44<sup>th</sup> Street Apartments



PZ Log Number: SP-123-17 Review Number: 2

Reviewer: Daniel Parobok Date: February 7, 2018

The following comments are based on a review of the landscape plans dated February 2, 2018, for the property located at 3260 SW 44<sup>th</sup> Street, Dania Beach, for compliance with the City of Dania Beach Code of Ordinances.

- 1) Previous comment not addressed:  
*Provide value of all specimen trees, including those proposed to remain, per Sec. 275-80.*
- 2) Add a note on Sheet T-1 that per Sec. 825-140(C), a payment to the Tree Trust fund will be made in the amount of \$3,037, which is equal to the value of specimen trees proposed for removal.
- 3) The amount of canopy removed and amount of mitigation required listed on sheet T-1 is incorrect.
  - a. The total canopy removed is listed as 4,944 SF. This does not total all tree canopies being removed. Provide to total canopy proposed for removal.
  - b. Any tree that is considered to be dead, diseased, or danger of falling should be clearly marked as such on the tree table. Note that mitigation for such trees is 1:1 per Sec. 825-60.
  - c. The mitigation amount is listed as 4,944SF with 4,950SF of mitigation being provided. The provided mitigation amount of 4,950SF is calculated correctly; however, the amount of canopy being removed is not the total required mitigation. Per Sec. 825-100, trees being removed on all new or amended developments shall be mitigated an additional 50 percent (150% of canopy removed).
  - d. For tree species identified as category 1 invasive on the current version of the Florida Exotic Pest Plan Council's Invasive Species List, the canopy shall be mitigated at a rate of 25%, per Sec. 825-100. Note that the 150% canopy mitigation still applies for new and amended developments (Example: Invasive Canopy SF x 25% x 150% = mitigation SF).
  - e. The mitigation should be clear on how it was calculated. List the canopy removed and mitigation required for category 1 invasive trees, non-category 1 invasive trees, and (if any) dead, diseased, or in danger of falling trees. You may provide an excel spreadsheet via email to [daniel.parobok@metriceng.com](mailto:daniel.parobok@metriceng.com) for review and comment to aid in coordination.

- 4) Sheet L-1 lists green buttonwood as a shade tree. Note that this species does not meet the requirements of Shade/Canopy tree as defined in Sec. 275-190. Provide an alternative species to be counted toward the shade tree requirement.
- 5) On Sheet L-1, one MG tree symbol appears to be on pavement, not in a planting/sodded area, near the southeast area of the site. Please clarify.
- 6) Provide a point-by-point- response to each of the above comments.

Informational notes:

- i. **Please provide a point-by-point response to each of the above comments.**
- ii. Feel free to contact Daniel Parobok at (305) 235-5098 [daniel.parobok@metriceng.com](mailto:daniel.parobok@metriceng.com) for an interim review prior to your next official submittal, to expedite your landscape plan approval process.
- iii. Once landscape plans are finalized, a PDF copy must be submitted via CD or email.

END OF COMMENTS



CITY OF DANIA BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT  
ROUTING SHEET

Routing Date: December 7<sup>th</sup> 2017

PZ Log No: SP-123-17

Project: 44<sup>th</sup> Street Apartments (1<sup>st</sup> Review)

Comments Due: December 21, 2017

PLEASE REVIEW THE ABOVE REFERENCED PROJECT FOR COMMENTS TO BE INCORPORATED IN THE COMMUNITY DEVELOPMENT DIRECTOR'S STAFF REPORT TO THE PLANNING AND ZONING BOARD AND/OR CITY COMMISSION.

- Complies with code as submitted.
- ☒ Comments to be addressed & plans resubmitted prior to public hearing.
- Denied.

Fire - R. Cosme  
Department

12/11/17  
Date



CITY OF DANIA BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT  
COST RECOVERY

Project: 44<sup>th</sup> Street Apartments (1<sup>st</sup> Review)

PZ Log No: SP-123-17

Plan Reviewer: Fire

Please log your time spent on reviewing the plans.

Time spent: 1.5

Rate per hour: /

Overtime: /

\* Cost recovery – no charge on single family home plans, permits and variances.

**BROWARD SHERIFF'S OFFICE**  
**Department of Fire Rescue & Emergency Services**  
**Fire Marshal's Office**  
**Dania Beach District**

103 West Dania Beach Blvd. • Dania Beach, Florida 33004  
Office: (954)342-4262 • Fax: (954)342-4265

## **SITE PLAN REVIEW COMMENTS**

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**Date:** 2/6/18      **Site Plan No.:** SP-123-17      **Time Required For Review:** 1.5

**Project:** 44<sup>th</sup> Street Apts 2nd review      **Sq. Feet:** 62,350

**Plan Reviewer:** Raul Cosme / Plans Examiner

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☐ Approved As Submitted

☐ Denied

☐ Approved With Conditions

☒ Comments Must Be Addressed and Resubmitted Prior to City Commission Meeting

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**Below are two tiers of comments. Tier one comments must be satisfied prior to site plan approval and public hearing. Tier two comments, if not satisfied during original site plan approval process, must be satisfied at permit for site work.**

**Be advised that some Tier two comments may affect other disciplines and/or have other significant impacts on the overall site plan. In addition, the Tier 2 comments may impact permit plans with additional time delays to reach resolution at permit. It is strongly advised that all comments (both Tier 1 and Tier 2) below are satisfied prior to site plan approval and public hearing.**

### **Tier 1 COMMENTS**

Deficiencies were identified on your plan during our plan review process. Please provide the following:

1. Fire Department Access Information as follows:
  - a. ~~All turning radii (demonstrated) See details below.~~ COMPLIED
  - b. ~~Drive Aisle widths (demonstrated) & Vertical Clearances (noted)~~ COMPLIED
  - c. Fire Department turn around road needs to be a min of 20 ft wide and 50 ft in length.  
**STILL REQUIRED** Fire Department turnaround 50 feet to start from the tip of the curb next to Bldg 3.
2. Water Supply Information as follows:
  - a. ~~All existing and proposed water main sizes~~ COMPLIED
  - b. ~~Existing and proposed fire hydrant locations~~ COMPLIED

- c. ~~Dimensions of the three nearest adjacent hydrants to the project site~~ COMPLIED
- d. ~~Locations of all fire department connections (Siamese and Fire Hose Valves on standpipes) on the interior and exterior of the building or structure (for buildings or structures with fire sprinkler systems)~~ NA

3. Proof of Water Supply & Fire Flow Demand as follows:

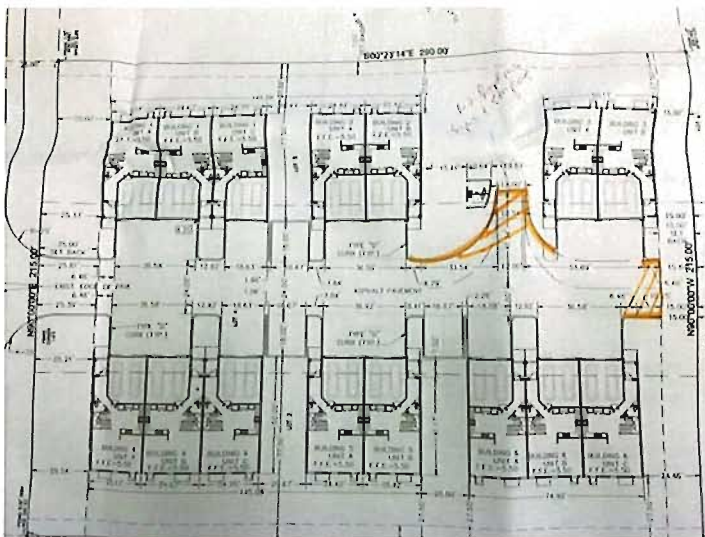
- a. ~~Fire Hydrant Flow Test~~ COMPLIED
- b. Building Construction Type and Square Footage (note on plans) **STILL REQUIRED**
- c. Fire Flow Demand Calculations Signed and Sealed by Licensed Engineer **STILL REQUIRED**
- d. A completed Application for the Approval of the Fire Protection Water Supply Design (See the last page of this document) **STILL REQUIRED**
- e. Statement of verification from the design professional of record, on official company letterhead, that the proposed water main sizing, fire hydrant spacing, and fire hydrant locations, are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code. (This document shall bear the seal and signature of the engineer). **STILL REQUIRED**

## Tier 2 COMMENTS

Deficiencies were identified on your plan during our plan review process. Please provide the following:

4. Additional Fire Department Access Information as follows:

- a. ~~Fire Lane locations and striping detail (demonstrated)~~ COMPLIED
- b. ~~"NO PARKING" sign locations and sign details demonstrated~~ COMPLIED



- c. ~~A note or detail identifying the design load for surface compaction of all non-paved roadways and/or Fire Department Access Roads (where applicable)~~ COMPLIED

5. ~~Additional Water Supply Information as follows:~~ NA

- a. ~~Locations of all Post Indicating Valves or Underground Gate Valves, Double Detector Check Valves, etc.~~
- 6. ~~A detail sheet accompanying the Civil Plans with the following details:~~
  - a. ~~Fire Hydrant Detail~~
  - b. ~~Bollard / Impact Protection Detail for Hydrants, FDC's & DDCV's~~
  - c. ~~Roadway Pavement Marker (RPM) Detail for Fire Hydrant Locations (Blue Reflective Markers)~~
  - d. ~~Post Indicating Valve Detail (where applicable)~~
  - e. ~~Underground Gate Valve Detail (where applicable)~~
  - f. ~~Backflow Preventor / Double Detector Check Valve (DDCV) Detail (where applicable) that identifies the DDCV as being listed for Fire Use~~
  - g. ~~Signage Detail for the Fire Department Connections (where applicable)~~
- 7. ~~Address Detail COMPLIED~~
- 8. ~~Minimum Radio Signal Strength for Fire Department Communications – See details on the next page.~~

Please provide a copy of the approved set of plans in .pdf format via email to [raul\\_cosme@sheriff.org](mailto:raul_cosme@sheriff.org) . If the plan set is too large to send through email, please deliver the plans in .pdf format on a CD-ROM to:

**Attn. Raul Cosme  
Fire Marshal's Office  
103 West Dania Beach Boulevard  
Dania Beach, FL 33004**





## **ATTENTION CONTRACTORS & DESIGN PROFESSIONALS**

### **EFFECTIVE IMMEDIATELY**

NFPA 1:11.10 Requires minimum radio signal strength for fire department communications to be maintained at a level determined by the AHJ for all new and existing buildings.

The Owner's Rep or GC shall conduct a Preliminary Initial Assessment to determine if the minimum radio signals strength for fire department communication is in compliance with Broward County standards.

Prior to any testing, the occupancy shall be structurally completed with all interior partitions, windows and doors installed.

An assessment will be conducted by the Owner's Rep or GC to determine if the minimum radio signals strength for fire department communication in the occupancy is in compliance, in accordance with NFPA 1: 11.10.1 and NFPA 72: 24.5.2.2.1 through 24.5.2.2.3.

Radio coverage shall be provided throughout the building as a percentage of floor area as specified below in accordance with NFPA 72: 14.4.12.1.2 through 14.4.12.1.4 and NFPA 24.5.2.3.

1. A test "grid" plan shall be produced to ensure testing throughout the building.
2. Signal levels shall be measured to ensure the system meets the criteria of 24.5.2.3 according to parameters as follows:
  - a. 24.5.2.3.1 Inbound.  
A minimum inbound signal strength of -95 dBm, or other signal strength as required by the authority having jurisdiction, shall be provided throughout the coverage area.
  - b. 24.5.2.3.2 Outbound.  
A minimum outbound signal strength of -95 dBm at the donor site, or other signal strength as required by the authority having jurisdiction, shall be provided for the coverage area.
  - c. Critical areas, such as the emergency command center(s), the fire pump room(s), exit stairs, exit passageways, elevator lobbies, standpipe cabinets, sprinkler sectional valve locations, and other areas deemed critical by the authority having jurisdiction, shall be provided with 99 percent floor area radio coverage.
  - d. General building areas shall be provided with 90 percent floor area radio coverage.

### **ACCEPTANCE**

1. If three nonadjacent areas fail the test with less than -95 decibels per milliwatt (-95 dBm), and /or a DAQ3 or below; or if two adjacent areas fail with less than -95 decibels per milliwatt (-95 dBm), and/or a DAQ3 or below, the GC will be required to pull separate plans and permit and install an IPSRES; In-Building Public Safety Radio Enhancement Systems; and/or
2. If there is less than 99 percent floor area radio coverage to all Critical areas, or less than 90 percent floor area radio coverage to all General building areas, the GC will be required to pull separate plans and permit and install an IPSRES; In-Building Public Safety Radio Enhancement Systems.

Rev. 10/30/2015

**THE FOLLOWING INFORMATION IS PROVIDED FOR EXPLANATORY PURPOSES ONLY. THE NOTES BELOW CONTAIN MORE SPECIFIC INFORMATION AS IT RELATES TO THE COMMENTS YOU MAY HAVE RECEIVED IN YOUR SITE PLAN REVIEW FROM THE FIRE MARSHAL'S OFFICE.**

## **FIRE DEPARTMENT ACCESS REQUIREMENTS**

### **ADDRESS IDENTIFICATION**

New and existing buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or roadway fronting the property. [NFPA 1:10.12.1.1]  
The address shall be posted at the construction site upon the start of construction.

Address numbers shall contrast with their background. Numerals shall be not less than three inches in height for residential buildings, structures, or portions thereof, and at least six inches in height for all other buildings, structures, or portions thereof. [NFPA 1:10.12.1.2]

Where address identification is required by the fire official on other elevations of buildings, structures, or portions thereof, such numbers shall be not less than three inches in height for residential and at least six inches in height for all other buildings, structures, or portions thereof. [NFPA 1:10.12.1.2.1]

Address numbers shall be Arabic numerals or alphabet letters. [NFPA 1:10.12.1.3]

### **GENERAL DRIVE AISLES WIDTH AND HEIGHT**

Drive aisles must be a minimum of 12 feet in width. [AHJ]

### **VERTICAL CLEARANCES FOR APPARATUS**

Vertical clearances of 14 ft. minimum are required by [AHJ].

### **FIRE APPARATUS ACCESS ROADS IDENTIFIED AND MARKED**

Fire Apparatus Access Roads are required to be identified and delineated. [AHJ; 1:18.2]

### **WIDTH REQUIREMENT FOR FIRE DEPARTMENT ACCESS ROADS**

Fire Department access roads shall have an unobstructed width of not less than 20 feet. [1:18.2.3.4.1.1]

### **WIDTH & SIGNAGE REQUIREMENTS FOR CURBSIDE VEHICLE PARKING IN FIRE DEPARTMENT ACCESS LANES**

- Fire Department Access Roads 20 Ft. to 27 Ft. – “NO PARKING” Signs on both sides of the road.
- Fire Department Access Roads 28 Ft. to 35 Ft. – “NO PARKING” Signs on one side of the road
- Fire Department Access Roads 36 Ft. or greater – No signage required. [AHJ]



## **“NO PARKING” SIGNAGE, PAINTED CURBS AND / OR FIRE LANE STRIPING REQUIRED FOR FIRE LANES, FIRE DEPARTMENT ACCESS ROADS AND IN FRONT OF FIRE DEPARTMENT CONNECTIONS**

Fire Lanes, Fire Department Access Roads and the areas in front of the fire department connections, shall be designated by yellow painting, striping, or markings on the curbs and roadways.

- Provide a curb detail note to indicate that all curbs are to be painted yellow.
- All pavement markings shall be of thermoplastic paint.
- Demonstrate that these areas are to be marked with freestanding signs with the wording, **“NO PARKING FIRE LANE BY ORDER OF THE FIRE DEPARTMENT”** or similar wording.
- Such signs shall be 12 inches by 18 inches with a white background and red letters.
- These signs shall be a maximum of seven feet in height from the roadway to the bottom of the sign.
- These signs shall be within sight of the traffic flow and be a **maximum of 60 feet apart.**

[1:18.2.3.5]

## **SURFACE COMPACTION**

Demonstrate that the required Fire Department access road shall have a surface designed to:

- Accommodate fire apparatus with a minimum weight of 32 tons. [1:18.2.2.1.3]
- Have a surface suitable for all-weather driving capabilities. [1:18.2.2.5.2] – Examples: Turf Block, Concrete, Stone, etc.

## **OBSTRUCTION OF FIRE DEPARTMENT ACCESS ROADS**

The required width of a fire department access road shall not be obstructed in any manner.

[1:18.2.4.1.1]

## **GATES REQUIREMENT**

Where gates are utilized, provide a Knox entry system to allow Fire Department Access [1:18.2.2.1] (Obtain application from the Fire Prevention Bureau (954)893-5060)

## **TURNING RADIUS**

Turning radii must be a minimum of 38 ft. inside radius and 50 ft. outside radius with a clear sweep of 12 ft. of drive aisle for all Fire Department access roads / lanes (Turning radius requirements for Rescue Apparatus Access areas is 26' outside radius and 14' inside radius)

[1:18.2.3.4.3]

When demonstrating Turning Radii, all parking spaces must be a minimum of 18' in length.

## **CUL-DE-SACS**

Cul-de-sac turnarounds must be no less than 100 ft. in diameter.

## **DEAD ENDS**

Dead-end fire department access roads in excess of 150 ft. in length shall be provided with approved provisions for the turning around of fire apparatus (Hammerhead “T” Turn-around, Cul-de-sacs, Alternative (Modified) “T” Turn-around, etc.). [1:18.2.3.4.4]

## **BUILDING ACCESSIBILITY FROM FIRE DEPARTMENT ACCESS ROADS**

Any portion (furthest point) of any 1<sup>st</sup> Floor exterior wall must be:

- Not more than 150 ft. from Fire Department Access Roads – Un-sprinklered Buildings. [1:18.2.3.2.2]
- Not more than 450 ft. from Fire Department Access Roads – Sprinklered Buildings. [1:18.2.3.2.2.1]

## **DISTANCE TO EXTERIOR DOORS OF BUILDINGS FROM FIRE DEPARTMENT ACCESS ROADS**

A single exterior door providing access to the interior of any building must be located within 50 feet of a fire department access road. [1:18.2.3.2.1]

## **BRIDGES**

The bridge shall be designed for a live load sufficient to carry the imposed loads of fire apparatus with a minimum weight of 32 tons. [1:18.2.3.4.5.2]

## **LOAD LIMITS TO BE POSTED**

Vehicle load limits shall be posted at both entrances to bridges, ramps and elevated roadways where required by the AHJ. [1:18.2.3.4.5.3]

## **GRADE**

The angle of approach and departure for any means of fire department access shall not exceed 1 foot drop in 20 feet (5%), and the design limitation of the fire apparatus of the fire department shall be subject to approval by the AHJ. [1:18.2.3.4.6.2\*]

# **FIRE HYDRANTS & FIRE PROTECTION APPLIANCES REQUIREMENTS**

## **HYDRANT DETAIL REQUIREMENTS**

Please provide fire hydrant detail in accordance with the following:

- The center of a hose outlet shall be not less than 18 inches above final grade, (or where located in a hose house, 12 inches above the floor) [24:7.3.3]
- The Steamer opening is to be 4 ½ inches in size with four (4) National Standard Threads per inch.
- All fire hydrants shall be “traffic type” to break-away upon impact.
- The fire hydrant main body valve shall open against the flow and shall close with the flow.

## **BLUE REFLECTIVE HYDRANT MARKERS**

Provide one (1) blue double-reflective department of transportation type road marker (Roadway Pavement Marker (RPM)) to be adhered to the hard surfaces of the roadway in the middle of the lane nearest to, and directly in front of each newly installed fire hydrants. [AHJ]

## **IMPACT PROTECTION**

Provide bollards consisting of three inch steel pipe buried at three feet deep, with three feet of height above ground level and spaced three feet apart, These bollards are to be filled with concrete and capped are acceptable. [24:7.3.5] [24:7.3.6] [13:8.15.1.3.2]

## **CLEARANCE REQUIREMENTS FOR FIRE HYDRANTS**

Provide clearances of 36" in circumference around all fire hydrants. [1:18.5.3]

#### **HYDRANT SPACING FOR COMMERCIAL PROPERTY**

Hydrant spacing shall not exceed 350 feet linear separation (as the fire apparatus drives) for commercial properties (to also include apartment buildings, condominiums, townhouses, etc.) [24:7.2.1] [AHJ]

#### **HYDRANT SPACING FOR PRIVATE RESIDENTIAL PROPERTY**

Hydrant spacing shall not exceed 500 feet linear separation for residential one and two family dwellings. [24:7.2.1] [AHJ]

#### **HYDRANTS TO BE 40' OR MORE FROM BLDGS.**

Hydrants shall be located not less than 40 ft. from the building or wall hydrants shall be permitted to be used where approved by the AHJ. [24:7.2.4]

#### **STANDPIPE SYSTEMS REQUIRED**

Provide a Class I standpipe system in accordance with the provisions of N.F.P.A. 1, Section 13.2.2.2 and NFPA 14, where any of the following conditions exist:

- More than three stories above grade where the building is protected by an approved automatic sprinkler system.
- More than two stories above grade where the building is not protected by an approved automatic sprinkler system.
- More than 50 ft. above grade and containing intermediate stories or balconies
- More than one story below grade
- More than 20 ft. below grade

#### **LOCATIONS OF SIAMESE FIRE DEPARTMENT CONNECTIONS**

Fire department connections shall be located:

- On the street side of buildings.
- Where fully visible and recognizable from the street or nearest point of fire department apparatus accessibility.
- And arranged so that hose lines can be attached to the inlets without interference from nearby objects, including buildings, fences, posts, or other fire department connections. [14:6.3.5.1]
- Not more than 100 ft. from the nearest fire hydrant connected to an approved water supply. [14:6.3.5.4]
- On the same side of the roadway or fire lane as the nearest fire hydrant. [AHJ]
- Within three ft. (3') of the curb line of fire lanes, streets. [AHJ]
- In a place that will allow a space four feet (4') on both sides of the fire department connection centerline that must be kept open at all times.

#### **SIGNAGE FOR FIRE DEPARTMENT CONNECTIONS**

- The FDC must be identified as to the building (complete address) or portion of the building it serves. Provide a permanent tactile sign at the FDC to meet the above requirement. [14:6.3.5.3]
- A sign also shall indicate the pressure required at the inlets to deliver the system demand. [14:6.3.5.2.2]
- Each fire department connection shall be designated by a sign having raised letters, at least 1 inch in height, cast on a plate or fitting that reads "STANDPIPE", "STANDPIPE AND AUTOSPKR" or "AUTOSPKR AND STANDPIPE". [14:6.3.5.2]

**BACKFLOWS REQUIRED (See NFPA 13, Chapter 15, Section A.15.1.8 & Handbook)**

Provide a Backflow Prevention Assembly for the Fire Sprinkler System that meets the following requirements:

- All backflow preventors must be Accessible for service and maintenance [13:8.16.4.6]
- All backflow preventors must be Listed for fire protection service [24:5.4.2]
- All backflow preventors must be installed above ground [AHJ]

## **WATER SUPPLY REQUIREMENTS**

**PRIVATE FIRE SERVICE MAINS CONNECTION FROM WATERWORKS SYSTEMS**

By P.I.V. [24:5.5] or Underground Gate Valve [24:6.1.5]

**POST INDICATING VALVES TO BE LOCATED MIN. 40 FT. FROM BLDGS.**

Post indicating valves shall be located not less than 40 ft. from buildings [24:6.3.3.1]

**DISTRIBUTION SYSTEMS TO BE LOOPED**

All distribution systems shall be designed to reduce the dead-end mains and provide a loop for new and existing mains.

**FIRE SERVICE MAIN SIZE – 8”**

Hydrant mains must be sized in accordance with the requirements of the Public Services Department (typically requiring a minimum 8” diameter), and must be able to accommodate the fire flow demand for the project but in no case can be less than 6” in diameter [24:7.1.1]

**SPRINKLER SYSTEM REQUIRED**

Buildings 3 or more stories in height and 3 or more units attached shall be equipped with a complete automatic fire sprinkler system. Completed engineered fire sprinkler drawings are required with construction document submittal. Please Note. [FBC 903.6.]

**FIRE HYDRANT FLOW TEST REQUIREMENTS**

Fire Hydrant Flow Tests are required for all new projects to determine the available water supply in the area for your project. The Hydrant Flow Test must be in accordance with the Broward County Amendments (Effective February 13, 2016) to the Florida Fire Prevention Code (5<sup>th</sup> Edition), Section F-112. This test must be performed by a qualified company of the builder's choice. In addition, the static pressure at the water main shall be determined by a recorded method (ie. water wheel) for a minimum twenty-four (24) hour period. The actual flow test must be witnessed by, and recorded data sent to the Broward Sheriff's Office Fire Marshal's Bureau, Dania Beach District in any area where water is being supplied by the City of Dania Beach Public Services.

If the water is being supplied by Broward County, the entire hydrant flow test is to be performed by Broward County O.E.S. Please contact the Broward Sheriff's Office Fire Marshal's Bureau, Dania Beach District at (954)342-4262 for determination of where the water is being supplied from.



## **IDENTIFYING THE FIRE FLOW DEMAND FOR BUILDINGS AND STRUCTURES**

The Needed Fire Flow Requirements for all buildings / structures must be in accordance with N.F.P.A. 1 (2012 Ed.), Chapter 18, Section 18.4 for manual suppression efforts. Fire flow calculations must be prepared by a professional engineer currently licensed in the state of Florida **for each** newly constructed building or structure. Two original sets of signed and sealed calculations must be submitted to the Fire Marshal's Office on the Engineer's official letterhead for review and approval. Failure to follow the above requirements may result in delays for your project.

## **REQUIREMENTS FOR THE FIRE FLOW TESTING OF WATER SUPPLY FOR AUTOMATIC FIRE PROTECTION SYSTEMS (AFPS) AND AUTOMATIC STANDPIPE SYSTEMS (ASS)**

The following are the requirements, as stipulated by the Broward County Amendments to the Florida Fire Prevention Code, for the Fire Flow Testing of the water supply for Automatic Fire Protection Systems (AFPS) and Automatic Standpipe Systems (ASS):

The fire flow requirement for buildings providing or requiring Automatic Fire Protection Systems (AFPS) and/or Automatic Standpipe Systems (ASS) must be in accordance with the Broward County Amendments (Effective February 13, 2016) to the Florida Fire Prevention Code (5th Edition), Section F-112, NFPA 13 (2010 Ed.) and NFPA 14 (2010 Ed.)

## **Broward County Amendments to the Florida Fire Prevention Code**

### **Amendments Effective February 13, 2015**

#### **F-112 – Automatic Sprinklers Required**

F-112.1 – Fire flow testing of the Water Supply for Automatic Fire Protection Systems (AFPS) and Automatic Standpipe Systems (ASS) using water as an extinguishing agent for new buildings and structures and existing buildings and structures where the AFPS and ASS are altered by more than seventy-five (75) percent of their value shall be as follows:

- a) Fire flow test of the water supply for AFPS and ASS shall be in accordance with NFPA 291, Recommended Practice for Fire Flow Testing and Marking of Hydrants, Florida Administrative Code (FAC) 69A-60.
- b) The engineer of record (EOR) shall be responsible to review the fire flow results, potential drought impact and future demands to the water distribution system. Where the EOR determines that the water distribution system will be significantly impacted during drought conditions or as a result of anticipated future growth, the EOR shall provide a safety margin in the design of the AFPS/ASS. The EOR shall utilize NFPA 13 annex as a guide in reviewing water distribution systems.
- c) Design of the water flow for the AFPS and/or ASS shall be the same as that obtained from the fire flow test.
- d) The residual pressure at the required water flow at the connection to the water main for an AFPS and/or ASS shall not be less than 20 PSI.
- e) The static pressure at the water main shall be determined by a recorded method for a minimum twenty-four (24) hour period.

- f) Fire flow test data shall not be more than one (1) year prior to the plans, hydraulic calculations and submittals for the AFPS and/or ASS being submitted to AHJs for their review and acceptance. The results of the fire flow test shall be provided to the AHJ at the time of the submittal of the plans, hydraulic calculations and submittals for the water based AFPS and/or ASS.

**BROWARD SHERIFF'S OFFICE  
DEPARTMENT OF FIRE RESCUE AND EMERGENCY SERVICES  
FIRE MARSHAL'S BUREAU**



# CITY OF DANIA BEACH

DEPARTMENT OF PUBLIC SERVICES

February 15, 2018

## Engineering Comments

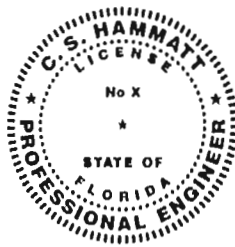
Site Plan: (SP-123-17) 44th Street Apartments (2<sup>nd</sup> Review)

CEOR: Zuhair Jalloul, PE

### Comments:

1. Your digital signature is non-compliant, please review Statutes and Rules on the FBPE website.

Digital Signing and Sealing Examples (acceptable):



This item has been digitally signed and sealed by **[Licensee, PE]** on **[DATE]** using a Digital Signature.

Printed copies of this document are not considered signed and sealed and the **SHA** authentication code must be verified on any electronic copies.

2. Provide geometric dimensions in your civil site plan drawings.
3. Review grading scheme between rear of property and proposed swales – seems to be very steep.
4. Adjacent properties are much lower than proposed elevation. Provide retaining wall around property to contain stormwater within proposed site.
5. Off-site Development on SW 44<sup>th</sup> Street
  - SW 44<sup>th</sup> Street had been observed to be flood prone. There are two catch basins without storm pipes fronting the property; developer to provide the missing pipe with a 12-inch HDPE between the two drainage structures.
  - Provide at least 6" deep swale (V-shape) between proposed sidewalk and edge of pavement.
  - Roadway width of SW 44 Street is only 19 feet per survey, developer to add 1.5 feet to the existing asphalt pavement within the frontage of the property.

6. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal.

***For ease of review, please reply to each line comment and reference drawings or backup documents provided.***

Engineering Reviewers:

CAP Government  
[engineeringreview@daniabeachfl.gov](mailto:engineeringreview@daniabeachfl.gov)

Ronnie S. Navarro, PE  
Deputy Director/City Engineer  
[rnavarro@daniabeachfl.gov](mailto:rnavarro@daniabeachfl.gov)



Zoning designation = Residential Multi-Family (RM-1)  
FLU designation = Irregular (10) Residential  
REVIEW COMPLETE BY Daniel Lozandier (954) 924-6805 X 3793

**PLAT COMMENTS:**

1. Per City's Code of Ordinances, Section 22-28 all new plats must provide sidewalks. Identify location of sidewalk on plat drawing.

**SITE PLAN COMMENTS:**

1. Incomplete information was provided. Further review and comment will be conducted by staff after additional information is provided by the applicant. See comments below.

(M) The location, dimensions and character of construction of proposed curb cuts, entrances and exits, parking and loading areas (including number of parking spaces and loading spaces), pedestrian use areas, and vehicular use areas;

- IDENTIFY TOTAL (#) OF PARKING SPACES IN PROPERTY DATA TABLE

(X) Conceptual utilities plan, including all underground and above-ground improvements;

- STRUCTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING PLANS ARE NOT ATTACHED
- PLEASE PROVIDE DOCUMENTS OR REMOVE ITEMS FROM THE "INDEX OF DRAWINGS" TABLE.

(Y) The following computations:

(5) Gross project area allocated for common open space;

- POOL AND POOL DECK SQ. FT. IS ADDRESSED ON THE SITE DATA SHEET, BUT ISN'T SHOWN ON SITE PLAN
- SHOW LOCATION OF PROPOSED POOL/DECK ON SITE PLAN.

(8) Number of required and provided parking spaces including handicap-accessible, compact and any spaces devoted to attendant parking if permitted;

- PROVIDE TOTAL NUMBER (#) OF PARKING SPACES ON SITE DATA SHEET.

2. **APPLICATION:** Confirm application was properly completed, signed, and proper application fee was paid. "See above comments"

- APPLICATION INCOMPLETE

9. The proximity to the airport will be required FAA/BCAD review and approval. Contact William Castillo, Airport Planner with Broward County Aviation Department, located at 2200 SW 45 Street, Suite 101, Dania Beach, FL 33315, (954) 359-6100.

- NEED CONFIRMATION LETTER OF APPROVAL FROM FAA/BCAD

10. **PARKING:**

- **PROVIDE TOTAL # OF PARKING SPACES & TOTAL # OF GUEST PARKING SPACES REQUIRED & PROVIDE PARKING TABLE; SHOW PLANS**

12. **WILDLIFE PROTECTION:** Per Article 250, "the developer of any existing natural land area in excess of one-half (1/2) acre in the city must provide wildlife study.

- **PROPERTY IS CURRENTLY VACANT WITH NO BUILDING STRUCTURE; PLEASE PROVIDE WILDLIFE PROTECTION STUDY REFER TO ARTICLE 250.**

13. **Provide minimum bicycle parking requirements identified in Section 265-51. Show on Site Plan & Identify in Parking Calculations.**

- **MISSING**

15. **NOISE MITIGATION:** Must meet regulations in Section 221-10

- **PROVIDE A NOTE ADDRESSING NOISE MITIGATION REQUIREMENTS.**

17. **Must provide latest revised set of plans on disk prior to going to public hearing.**

18. The applicant is encouraged to contact neighbors adjacent to, as well as condominiums and neighborhood associations to advise of this property. Please provide acknowledgement and/or documentation of any public outreach.

19. Applicant must obtain a statement from the City Engineer saying that the traffic study/statement submitted by the applicant is complete and accepted prior to public hearing.

20. Please e-mail resolution and legal description for development approval in word format to [dlozandier@daniabeachfl.gov](mailto:dlozandier@daniabeachfl.gov) four (4) weeks prior to public hearing.

21. Applicant must provide statement from the City's Code Compliance Department that there are not outstanding Code Violations or Liens on the property prior to the item being scheduled for a public hearing. Per Section 680-40, any property with outstanding Code Violations or Liens shall not be schedule for public hearing.

22. Per O-2017-022, for properties over an acre in size, the applicant must obtain and post property signs in accordance with the NEW City requirements. Please see the end of this document for guidelines.

**NOTES:**

- Application fee pays for only 2 reviews of the project. Additional review by staff will require additional payment.
- Continuous and on-going site inspections will be conducted by staff throughout the entire building process.
- **FLOOD PLAN:** Finished floor elevations, per Article 220-10(C) All structures shall be constructed with a lowest FFE of at least 1 foot above the 100 year flood elevation. Identify on plans.
- Prior to submittal of a building permit, please contact the Building Official (954-924-6085 X3650 to schedule a pre-application meeting.

**DANIA BEACH DISTRICT**  
103 West Dania Beach Boulevard  
Dania Beach, FL 33004  
Phone: (954) 342-4262  
Fax: (954) 342-4265

**APPLICATION FOR APPROVAL OF THE FIRE PROTECTION WATER SUPPLY DESIGN**

Date of Application: \_\_\_\_\_

Site Plan Application #: \_\_\_\_\_

Name of Project/Development: \_\_\_\_\_

Address of Project/Development: \_\_\_\_\_

Owner/Agent: \_\_\_\_\_

Design Professional of Record: \_\_\_\_\_

Water Purveyor: \_\_\_\_\_

Water Purveyor Address: \_\_\_\_\_

In order for the Broward Sheriff's Office, Department of Fire Rescue, Fire Marshal's Bureau to provide an approval letter for the adequacy of the fire protection water supply design for the above referenced project, the following information must be provided:

Affirmation of Compliance with Fire Protection Water Supply Design Requirements:

1. The Type of Construction" is \_\_\_\_\_ in accordance with NFPA 220.
2. The total fire protection water supply needed for manual firefighting (fire flow) and fire sprinkler/standpipe operations is \_\_\_\_\_ gallons per minute. ( In compliance with water supply requirements for manual firefighting operations in accordance NFPA 1 (2012 Ed.), Chapter 18, Section 18.4 and the Broward County Land Development Code; and the water supply necessary for fire sprinkler and standpipe operations in accordance with the currently adopted editions of NFPA 13 and NFPA 14).
3. **Statement of verification from the design professional of record, on official company letterhead, that the proposed water main sizing, fire hydrant spacing, and fire hydrant locations, are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code. (Attach signed and sealed document).**

This will affirm that the above stated information and attached statement of verification for this project/development is accurate and can be relied on for the requested approval letter to the applicable water purveyor.

\_\_\_\_\_  
Signature - Owner/Agent/Occupant:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – Design Professional of Record

\_\_\_\_\_  
Date

# 44TH STREET APARTMENTS

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3260 SW 44TH STREET, DANIA BEACH, FL

## DRAINAGE REPORT

**Prepared By: Florida Consulting Engineers, Inc.**

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Certificate of Authorization No. 5810

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134 NW 16th STREET. , Suite 1

BOCA RATON, FLORIDA 33432

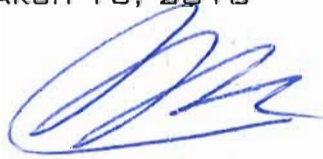
PHONE: 561-353-1152 FAX: 561-353-1708

[zj@flecengineers.com](mailto:zj@flecengineers.com)

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ZUHAIR M. JALLOUL, P.E.  
FLORIDA LICENSE NO, 35416

MARCH 16, 2018



MAR 17 2018

FT-COP



|                                                 |                  |                |
|-------------------------------------------------|------------------|----------------|
| 44TH STREET APARTMENTS                          | PRE- DEVELOPMENT | Date:          |
| 3260 SW 44TH STREET, DANIA BEACH, FL            |                  | MARCH 16, 2018 |
| Prepared By: Florida Consulting Engineers, Inc. |                  |                |

## PRE- DEVELOPMENT

| <u>DRAINAGE BASIN DATA</u>   |              | <u>Abbreviation</u> | Areas in<br>Sq. Ft. |
|------------------------------|--------------|---------------------|---------------------|
| Buildings Roof =             | 0.0578 Acres | (BR)                | 2518                |
| Paved area, walks and pool = | 0.1423 Acres | (RP)                | 6200                |
| Lake                         | 0.0000 Acres | (LA)                | 0                   |
| Pervious=                    | 1.2312 Acres | (PR)                | 53632               |
| Total Area=                  | 1.4313 Acres | (TA)                | 62350               |

### Water Level Elevations

|                                |                |     |
|--------------------------------|----------------|-----|
| Wet Season Water Table =       | 0.50 Ft. NAGV  | WWT |
| Average Water Table Elevation= | -0.50 Ft. NAGV | AWT |
| Average Site Elevation=        | 3.50 Ft. NAGV  | ASE |
| Average depth of Water Table=  | 4.00 Ft.       | DWT |
| Soil Storage =                 | 8.18 inches    | SST |

### RAINFALL DATA

SOURCE: SFWMD Volume IV

| RAINFALL EVENT   | P (inch) |
|------------------|----------|
| 10-year 1-day =  | 7.00     |
| 25-year 1-day =  | 9.00     |
| 100-year 1-day = | 12.00    |

Calculated based upon:

P for 3-day = P for 1-day x 1.359

| RAINFALL EVENT  | P (inch) |
|-----------------|----------|
| 10-year 3-day = | 9.51     |
| 25-year 3-day = | 12.23    |
| 100-year 3-day= | 16.31    |

## WATER QUALITY COMPUTATIONS

Minimum required treatment volume is the greater of:

1. The first one inch of runoff from the entire site
2. The amount of 2.5 inches times the percentage of impervious

1. The first one inch of runoff from site:  $(TA \times 1 \text{ inch} \times 1 \text{ ft}/12 \text{ inches}) =$  0.12 Ac.-Ft.  
Abbreviation (FIN)
2. The 2.5 inches times the percent of impervious:
  - a. Site area for Water Quality (W.Q.) pervious/impervious calculations only:  
 $(TA - LA - BR) =$  1.37 Acres Site W.Q. Per/Imper. Abbreviation (SWQ)
  - b. Impervious area for water quality pervious/impervious calculations only  
 $(TA - LA - BR - PR) =$  0.14 Acres Impervious W.Q. Per./Imper. Abbreviation (QPI)
  - c. Percent of Impervious for W.Q.:  
 $(QIP / SWQ) \times 100\% =$  10.36 % Impervious (PIQ)
  - d. For 2.5 inches times the percentage impervious:  
 $2.5 \text{ inches} \times PIQ / 100 =$  0.26 Inches to be treated Abbreviation (INT)
  - e. Volume required for W.Q. detention=  
 $[(INT \times (TA - LA)) / 12 =$  0.03090 Ac.-Ft. Abbreviation (TIN)
3. The required volume for water quality detention is =  
 THE GREATER OF (FIN) AND (TIN) = 0.12 Ac.-Ft.

## FRENCH DRAIN CALCULATIONS:

|                                                 |                  |                |
|-------------------------------------------------|------------------|----------------|
| 44TH STREET APARTMENTS                          | PRE- DEVELOPMENT | Date:          |
| 3260 SW 44TH STREET, DANIA BEACH, FL            |                  | MARCH 16, 2018 |
| Prepared By: Florida Consulting Engineers, Inc. |                  |                |

### SCS Curve Number - Soil Storage

The Average depth to the water table = ASE - AWT = 4.00 ft.  
**Abbreviation** (DWT)

Storage depth is equal to DWT or 4 ft. maximum = 4.00 ft.

Available Onsite Soil Storage:  
= SST x PR x 1 ft./12 inches = 0.84 Ac.Ft. **Abbreviation** (AST)

SITE WIDE SOIL STORAGE:  
Convert available soil storage onsite per site area

Onsite Soil Storage (**SITE WIDE**) =  
(AST / TA) x 12 inches/ ft. = 7.04 in. **Abbreviation** (S)

SCS Curve Number, CN = 1000/(S + 10) = 59 **Abbreviation** (CN)

### Calculate Storm Discharge:

|                                                 |                  |                |
|-------------------------------------------------|------------------|----------------|
| 44TH STREET APARTMENTS                          | PRE- DEVELOPMENT | Date:          |
| 3260 SW 44TH STREET, DANIA BEACH, FL            |                  | MARCH 16, 2018 |
| Prepared By: Florida Consulting Engineers, Inc. |                  |                |

| STORM EVENT    | Precipitation (P)<br>Inches | * Runoff (Q)<br>Inches | ** Site Runoff (Qt)<br>ac.ft. |
|----------------|-----------------------------|------------------------|-------------------------------|
| 10-year 1-day  | 7.00                        | 2.48                   | 0.30                          |
| 25-year 1-day  | 9.00                        | 3.94                   | 0.47                          |
| 10-year 3-day  | 9.51                        | 4.34                   | 0.52                          |
| 25-year 3-day  | 12.23                       | 6.56                   | 0.78                          |
| 100-year 1-day | 12.00                       | 6.36                   | 0.76                          |
| 100-year 3-day | 16.31                       | 10.12                  | 1.21                          |

$$* \text{ Runoff (Q)} = \frac{(P - (0.2 \times S))^2}{(P + (0.8 \times S))}$$

$$** \text{ Site Runoff (Qt)} = Q \times TA \times (1 \text{ ft}/12 \text{ in.})$$

|                                                 |                  |                |
|-------------------------------------------------|------------------|----------------|
| 44TH STREET APARTMENTS                          | POST DEVELOPMENT | Date:          |
| 3260 SW 44TH STREET, DANIA BEACH, FL            |                  | MARCH 16, 2018 |
| Prepared By: Florida Consulting Engineers, Inc. |                  |                |

## POST DEVELOPMENT

| <u>DRAINAGE BASIN DATA</u> |              | <u>Abbreviation</u> | Areas in<br>Sq. Ft. |
|----------------------------|--------------|---------------------|---------------------|
| Buildings Roof =           | 0.4282 Acres | (BR)                | 18651               |
| Paved area=                | 0.3726 Acres | (RP)                | 16232               |
| Lake                       | 0.0000 Acres | (LA)                | 0                   |
| Pervious=                  | 0.6535 Acres | (PR)                | 28468               |
| Total Area=                | 1.4313 Acres | (TA)                | 62350               |

### Water Level Elevations

|                                |                |     |
|--------------------------------|----------------|-----|
| Wet Season Water Table =       | 0.50 Ft. NAVD  | WWT |
| Average Water Table Elevation= | -0.05 Ft. NAVD | AWT |
| Average Site Elevation=        | 3.40 Ft. NAVD  | ASE |
| Average depth of Water Table=  | 3.45 Ft.       | DWT |
| Soil Storage =                 | 8.18 inches    | SST |

### RAINFALL DATA

SOURCE: SFWMD Volume IV

| RAINFALL EVENT   | P (inch) |
|------------------|----------|
| 10-year 1-day =  | 8.20     |
| 25-year 1-day =  | 10.25    |
| 100-year 1-day = | 12.80    |

Calculated based upon:

P for 3-day = P for 1-day x 1.359

| RAINFALL EVENT  | P (inch) |
|-----------------|----------|
| 10-year 3-day = | 11.14    |
| 25-year 3-day = | 13.93    |
| 100-year 3-day= | 17.40    |

## WATER QUALITY COMPUTATIONS

Minimum required treatment volume is the greater of:

- The first one inch of runoff from the entire site
- The amount of 2.5 inches times the percentage of impervious

- The first one inch of runoff from site: (TA x 1 inch x 1 ft/12 inches) = 0.12 Ac.-Ft. (FIN)  
Abbreviation
- The 2.5 inches times the percent of impervious:
  - Site area for Water Quality (W.Q.) pervious/impervious calculations only:  
(TA - LA - BR) = 1.00 Acres Site W.Q. Per/Imper. Abbreviation (SWQ)
  - Impervious area for water quality pervious/impervious calculations only  
(TA - LA - BR - PR) = 0.35 Acres Impervious W.Q. Per./Imper. Abbreviation (QPI)
  - Percent of Impervious for W.Q.:  
(QIP / SWQ) x 100% = 34.85 % Impervious (PIQ)
  - For 2.5 inches times the percentage impervious:  
2.5 inches x PIQ / 100 = 0.87 Inches to be treated Abbreviation (INT)
  - Volume required for W.Q. detention=  
[(INT x (TA - LA)) / 12 = 0.10393 Ac.-Ft. Abbreviation (TIN)
- The required volume for water quality detention is =  
THE GREATER OF (FIN) AND (TIN) = 0.12 Ac.-Ft.



|                                                 |                  |                |
|-------------------------------------------------|------------------|----------------|
| 44TH STREET APARTMENTS                          | POST DEVELOPMENT | Date:          |
| 3260 SW 44TH STREET, DANIA BEACH, FL            |                  | MARCH 16, 2018 |
| Prepared By: Florida Consulting Engineers, Inc. |                  |                |

### SCS Curve Number - Soil Storage

The Average depth to the water table = ASE - AWT =

3.45 ft.  
**Abbreviation** (DWT)  
 3.45 ft.

Storage depth is equal to DWT or 4 ft. maximum =

Available Onsite Soil Storage:

=SST x PR x 1 ft./12 inches = 0.45 Ac.Ft. **Abbreviation** (AST)

SITE WIDE SOIL STORAGE:

Convert available soil storage onsite per site area

Onsite Soil Storage (**SITE WIDE**) =

(AST / TA) x 12 inches/ ft. = 3.73 in. **Abbreviation** (S)

SCS Curve Number, CN = 1000/(S + 10) =

73 **Abbreviation** (CN)

### Calculate Storm Discharge:

| STORM EVENT    |  | Precipitation (P)<br>Inches | * Runoff (Q)<br>Inches | ** Site Runoff (Qt)<br>ac.ft. |
|----------------|--|-----------------------------|------------------------|-------------------------------|
| 10-year 1-day  |  | 8.20                        | 4.96                   | 0.59                          |
| 25-year 1-day  |  | 10.25                       | 6.82                   | 0.81                          |
| 10-year 3-day  |  | 11.14                       | 7.65                   | 0.91                          |
| 25-year 3-day  |  | 13.93                       | 10.27                  | 1.23                          |
| 100-year 1-day |  | 12.80                       | 9.20                   | 1.10                          |
| 100-year 3-day |  | 17.40                       | 13.60                  | 1.62                          |

$$* \text{ Runoff (Q)} = \frac{(P - (0.2 \times S))^2}{(P + (0.8 \times S))}$$

\*\* Site Runoff (Qt) = Q x TA x (1 ft/12 in.)

OPEN HOLE TEST RESULTS BY NUTTING ENGINEERS DATED 2-17-17 =

1.76E-04  
 CFS/FT^2-FT.HEAD

### **FRENCH DRAIN CALCULATIONS:**

$$L = V / [K(H_2W + 2H_2Du - Du^2 + 2H_2Ds) + (0.000139WDu)]$$

Formula is per South Florida Water Management District Manual Volume IV

|                                       |   |                           |
|---------------------------------------|---|---------------------------|
| L= Length of Trench                   | = | 387.00 FT.                |
| V= Volume Treated                     | = | 2.01 ACRE-INCH            |
| V1= Volume Treated                    | = | 0.1679 ACRE-FT.           |
| W= Width of Trench                    | = | 5.75 FT.                  |
| K= Hydraulic Conductivity             | = | 0.000100 CFS/FT^2-FT.HEAD |
| H2= Depth to the Water Table          | = | 3.50 FT.                  |
| Du= Non-saturated Trench Depth (feet) | = | 1.75 FT.                  |
| Ds= Saturated Trench Depth (feet)     | = | 1.25 FT.                  |

VOLUME TREATED IN PROPOSED FRENCH DRAIN IS = 0.1679 ACRE-FT.

**POST DEVELOPMENT STAGE vs STORAGE**

Drainage basin - Building area = 1.4313 - 0.4282 = 1.0032 Acres

**STAGE STORAGE CALCULATIONS FOR BASIN WITHIN THE BERM**

| Stage<br>Increments<br>(ft) | Parking &<br>Driveways | RETENTION<br>AREA   |                     | FRENCH<br>DRAIN     | Landscape           | <b>SUMMARY</b> |                   |
|-----------------------------|------------------------|---------------------|---------------------|---------------------|---------------------|----------------|-------------------|
|                             | Paved                  | SIDES               | BOTTOM              |                     | Pervious            |                |                   |
| Low Elev.                   | 3.25                   | 1.00                | 1.00                |                     | 4.00                |                |                   |
| High Elev.                  | 4.80                   | 4.00                | 1.00                |                     | 4.80                |                |                   |
| Area (acres)                | 0.3154                 | 0.2690              | 0.0735              |                     | 0.3453              |                |                   |
| Stage Elev.                 | Storage<br>(ac.ft.)    | Storage<br>(ac.ft.) | Storage<br>(ac.ft.) | Storage<br>(ac.ft.) | Storage<br>(ac.ft.) | Stage Elev.    | TOTAL<br>(ac.ft.) |
| 3.00                        | 0.0000                 | 0.1793              | 0.1469              | 0.0000              | 0.0000              | 3.00           | 0.33              |
| 3.25                        | 0.0000                 | 0.2270              | 0.1653              | 0.1679              | 0.0000              | 3.25           | 0.56              |
| 3.50                        | 0.0064                 | 0.2802              | 0.1837              | 0.1679              | 0.0000              | 3.50           | 0.64              |
| 3.75                        | 0.0254                 | 0.3391              | 0.2020              | 0.1679              | 0.0000              | 3.75           | 0.73              |
| 4.00                        | 0.0572                 | 0.4035              | 0.2204              | 0.1679              | 0.0000              | 4.00           | 0.85              |
| 4.25                        | 0.1017                 | 0.4708              | 0.2388              | 0.1679              | 0.0135              | 4.25           | 0.99              |
| 4.50                        | 0.1590                 | 0.5380              | 0.2571              | 0.1679              | 0.0540              | 4.50           | 1.18              |
| 4.75                        | 0.2289                 | 0.6053              | 0.2755              | 0.1679              | 0.1214              | 4.75           | 1.40              |
| 5.00                        | 0.3075                 | 0.6725              | 0.2938              | 0.1679              | 0.2072              | 5.00           | 1.65              |
| 5.25                        | 0.3864                 | 0.7398              | 0.3122              | 0.1679              | 0.2935              | 5.25           | 1.90              |
| 5.50                        | 0.4652                 | 0.8070              | 0.3306              | 0.1679              | 0.3799              | 5.50           | 2.15              |
| 5.75                        | 0.5441                 | 0.8743              | 0.3489              | 0.1679              | 0.4662              | 5.75           | 2.40              |
| 6.00                        | 0.6229                 | 0.9415              | 0.3673              | 0.1679              | 0.5525              | 6.00           | 2.65              |
| 6.25                        | 0.7018                 | 1.0088              | 0.3857              | 0.1679              | 0.6388              | 6.25           | 2.90              |
| 6.50                        | 0.7806                 | 1.0760              | 0.4040              | 0.1679              | 0.7252              | 6.50           | 3.15              |

**NOTES:**

Floor elevation is set at Elevation 5.50 with 2.20 ac. Ft storage , the 100-year 3-day runoff is 1.62 ac. ft. Therefore, the floor elevation is above 100-year- 3-day stage elevation

Volume treated on site exceeds the required 0.12 ac. ft. for water quality.

The runoff discharge outside the property limits in the post improvement condition is less than that in pre-improvement condition



February 2, 2018

Bari Drove  
14954 Southwest 39 Street  
Davie, Florida 33331

Dear Mr. Drove:

Re: Platting requirements for a parcel legally described as Lots 3-5, Block 5, "Revised Plat of Canal Groves," according to the Plat thereof, as recorded in Plat Book 23, Page 35, of the Public Records of Broward County, Florida. This parcel is generally located on the south side of Southwest 44 Street, between Southwest 32 Avenue and Southwest 33 Avenue, in the City of Dania Beach.

This letter is in response to your correspondence regarding the Broward County Land Use Plan's platting requirements for a proposed multi-family residential development on the above referenced parcel.

Planning Council staff has determined that replatting is not required by Policy 2.13.1 of the Broward County Land Use Plan for the proposed development, subject to compliance with any applicable Broward County Trafficways Plan requirement.

As per the criteria of Policy 2.13.1, replatting is required for the issuance of building permits when constructing a non-residential or multi-family development, unless all of the following conditions are met:

- a. The lot or parcel is smaller than 10 acres and is unrelated to any adjacent development;
- b. The lot or parcel has been specifically delineated in a recorded plat;
- c. All land within the lot or parcel which is necessary to comply with the County Trafficways Plan has been conveyed to the public by deed or easement; and
- d. The proposed development is in compliance with the applicable land development regulations.

The subject parcel is less than 10 acres (approximately 1.4 acres) and meets the specifically delineated requirement. This platting interpretation is subject to the municipality finding that the proposed development is unrelated to any adjacent development, as noted in "a." above.

**Bari Drore**  
**February 2, 2018**  
**Page Two**

Some jurisdictions may be more restrictive and require platting in more situations than the Broward County Land Use Plan. The City of Dania Beach's platting requirements should be investigated.

The contents of this letter are not a judgment as to whether this development proposal complies with the Broward County Trafficways Plan, permitted uses and densities, local zoning, the land development regulations of the municipality or the development review requirements of the Broward County Land Use Plan, including concurrency requirements.

If you have any additional questions regarding the Broward County Land Use Plan's platting requirements, please contact Dawn Teetsel, Senior Planner, at your convenience.

Respectfully,

A handwritten signature in blue ink, appearing to read 'BBB', is positioned above the printed name of the signatory.

Barbara Blake Boy  
Executive Director

BBB:DBT

cc: Robert Baldwin, City Manager  
City of Dania Beach

Marc LaFerrier, AICP, Director, Community Development Department  
City of Dania Beach



The School Board of Broward County, Florida  
**PRELIMINARY SCHOOL CAPACITY AVAILABILITY DETERMINATION**

**SITE PLAN**

**SBBC-2383-2018**

**Municipality Number: TBD**

**Drove Townhomes**

**January 31, 2018**

**Growth Management**

**Facility Planning and Real Estate Department**

**600 SE 3rd Avenue, 8th Floor**

**Fort Lauderdale, Florida 33301**

**Tel: (754) 321-2177 Fax: (754) 321-2179**

**[www.browardschools.com](http://www.browardschools.com)**



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# **PRELIMINARY SCHOOL CAPACITY AVAILABILITY DETERMINATION SITE PLAN**

| PROJECT INFORMATION          |                  |  |  | NUMBER & TYPE OF PROPOSED UNITS |    | OTHER PROPOSED USES |  | STUDENT IMPACT |   |
|------------------------------|------------------|--|--|---------------------------------|----|---------------------|--|----------------|---|
| Date:                        | January 31, 2018 |  |  | Single-Family:                  |    |                     |  | Elementary:    | 3 |
| Name:                        | Drore Townhomes  |  |  | Townhouse:                      | 15 |                     |  | Middle:        | 1 |
| SBBC Project Number:         | SBBC-2383-2018   |  |  | Garden Apartments:              |    |                     |  | High:          | 2 |
| County Project Number:       | N/A              |  |  | Mid-Rise:                       |    |                     |  | Total:         | 6 |
| Municipality Project Number: | TBD              |  |  | High-Rise:                      |    |                     |  |                |   |
| Owner/Developer:             | Barf Drore       |  |  | Mobile Home:                    |    |                     |  |                |   |
| Jurisdiction:                | Dania Beach      |  |  | Total:                          | 15 |                     |  |                |   |

## **SHORT RANGE - 5-YEAR IMPACT**

| Currently Assigned Schools | Gross Capacity | LOS Capacity | Benchmark Enrollment | Over/Under LOS | Classroom Equivalent Needed to Meet LOS | % of Gross Capacity | Cumulative Reserved Seats |
|----------------------------|----------------|--------------|----------------------|----------------|-----------------------------------------|---------------------|---------------------------|
| Collins                    | 371            | 371          | 383                  | 12             | 1                                       | 103.2%              | 0                         |
| Bethune, Mary M.           | 1,106          | 1,106        | 523                  | -583           | -32                                     | 47.3%               | 3                         |
| Attucks                    | 1,227          | 1,227        | 700                  | -527           | -23                                     | 57.0%               | 1                         |
| Hollywood Hills            | 2,667          | 2,667        | 1,990                | -677           | -27                                     | 74.6%               | 2                         |

| Currently Assigned Schools | Adjusted Benchmark | Over/Under LOS-Adj. Benchmark Enrollment | % Gross Cap. Adj. Benchmark | Projected Enrollment |       |       |       |       |
|----------------------------|--------------------|------------------------------------------|-----------------------------|----------------------|-------|-------|-------|-------|
| Bethune, Mary M.           | 526                | -580                                     | 47.6%                       | 18/19                | 19/20 | 20/21 | 21/22 | 22/23 |
| Collins                    | 383                | 12                                       | 103.2%                      | 542                  | 564   | 584   | 604   | 625   |
| Attucks                    | 701                | -526                                     | 57.1%                       | 373                  | 363   | 353   | 343   | 333   |
| Hollywood Hills            | 1,992              | -675                                     | 74.7%                       | 710                  | 712   | 725   | 738   | 730   |
|                            |                    |                                          |                             | 1,959                | 1,953 | 1,947 | 1,941 | 1,935 |

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. Information contained herein is current as of the date of review.

A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <http://www.broward.k12.fl.us/dsa/EnrollmentProj.shtml>. The annual benchmark enrollment is taken on the Monday following Labor Day and is used to apply individual charter school enrollment impacts against school facility review processes.

## CHARTER SCHOOL INFORMATION

| Charter Schools within 2-mile radius | 2017-18 Contract<br>Permanent Capacity | 2017-18 Benchmark<br>Enrollment | Over/(Under) | Projected Enrollment |       |       |
|--------------------------------------|----------------------------------------|---------------------------------|--------------|----------------------|-------|-------|
|                                      |                                        |                                 |              | 16/17                | 17/18 | 18/19 |
| No Charter Schools                   |                                        |                                 |              |                      |       |       |

## PLANNED AND FUNDED CAPACITY ADDITIONS IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN

| School(s)        | Description of Improvements                                                                                                                                                             |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bethune, Mary M. | There are no capacity additions scheduled in the adopted District Educational Facilities Plan that will impact the reflected Florida Inventory of School Houses capacity of the school. |
| Collins          | There are no capacity additions scheduled in the adopted District Educational Facilities Plan that will impact the reflected Florida Inventory of School Houses capacity of the school. |
| Attucks          | There are no capacity additions scheduled in the adopted District Educational Facilities Plan that will impact the reflected Florida Inventory of School Houses capacity of the school. |
| Hollywood Hills  | There are no capacity additions scheduled in the adopted District Educational Facilities Plan that will impact the reflected Florida Inventory of School Houses capacity of the school. |

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. Information contained herein is current as of the date of review. A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <http://www.broward.k12.fl.us/dsa/EnrollmentProj.shtml>. The benchmark enrollment count taken on the first Monday following Labor Day is used to apply individual charter school enrollment impacts against school facility review processes.



## Comments

According to the application, there are no existing units on the site. The application proposes 15 (three or more bedroom) townhouse units, which is anticipated to generate 6 (3 elementary, 1 middle and 2 high school) students.

The school concurrency Service Areas (CSA) serving the project site in the 2017/18 school year include Collins Elementary, Attucks Middle, and Hollywood Hills High Schools. Based on the Public School Concurrency Planning Document (PSCPD), Attucks Middle and Hollywood Hills High Schools are operating below the adopted Level of Service (LOS) of 100% gross capacity while Collins Elementary School exceeds the LOS. Also, the LOS is 100% gross capacity only until the end of the 2018/19 school year and commencing the 2019/20 school year, the LOS transitions to 110% permanent Florida Inventory of School Houses (FISH) capacity. Incorporating the cumulative students anticipated from this project and approved and vested developments anticipated to be built within the next three years (2017/18-2019/20), the middle and high schools are projected to operate below the adopted LOS through the 2019/20 school year while Collins Elementary is only anticipated to fall within the LOS when it transitions to 110% permanent capacity in the 2019/20 school year.

The Capacity Allocation Team (CAT) convened on January 31, 2018 and determined that the needed 3 elementary student stations could be allocated to Mary Bethune Elementary, which is immediately adjacent to Collins Elementary School and projected to operate within the adopted LOS through the 2019/20 school year. It should be noted that FISH capacity for the impacted schools reflect compliance with the class size constitutional amendment.

Additionally in the 2017/18 school year, no charter schools are located within a two-mile radius of the site. Students returning, attending or anticipated to attend charter schools are factored into the five-year student enrollment projections for District schools. Enrollment projections are adjusted for all elementary, middle and high schools impacted by a charter school until the charter school reaches full enrollment status.

To ensure maximum utilization of the impacted CSAs, the Board may utilize other options such as school boundary changes to accommodate students generated from developments in the County.

Capital Improvements scheduled in the currently Adopted District Educational Facilities Plan (DEFP), Fiscal Years 2017/18 to 2021/22 regarding pertinent impacted schools are depicted above.

Therefore, this application is determined to satisfy public school concurrency on the basis that adequate school capacity is anticipated to be available to support the residential development as currently proposed by the applicant. This preliminary determination shall be valid until the end of the current 2017/18 school year or 180 days, whichever is greater, for a maximum of 15 (three or more bedroom) townhouse units and conditioned upon final approval by the applicable governmental body. As such, this preliminary determination will expire on August 19, 2018. This preliminary school concurrency determination shall be deemed to be void unless prior to the referenced expiration of the Preliminary School Capacity Availability Determination (SCAD), notification of final approval to the District has been provided and/or an extension of this Preliminary SCAD has been requested in writing and granted by the School District. Upon the District's receipt of sufficient evidence of final approval which shall specify at the minimum the number, type and bedroom mix for the approved residential units, the District will issue and provide a final SCAD letter for the approved units, which shall ratify and commence the vesting period for the approved residential project.

Please be advised that if a change is proposed to the development, which increases the number of students generated by the project, the additional students will not be considered vested for public school concurrency.



SBBC-2383-2018 Meets Public School Concurrency Requirements

☒ Yes ☐ No

Reviewed By:

1/31/18  
Date

Signature

Lisa Wight

Name

Planner

Title

## Engineering Comments

Site Plan: 44th Street Apartments (1st Review) CEOR: Zuhair Jalloul, PE

The Following are responses to Engineering Comments:

1. What is the significance of the title 4485 SE 25<sup>th</sup> Terrace on the title cover (Sheet C-1) for this project?

RESPONSE:

The number was wrong. Revised sheet C-1 was corrected.

2. Provide storm runoff calculations (signed and sealed by a registered professional engineer) for the on-site drainage system. The calculations shall show how the minimum road crown and finished floor elevations are met, and how the 25-year, 3-day storm event is maintained on site with zero discharge to the ROW and adjacent properties.

RESPONSE:

Signed and sealed drainage calculations report is included in the resubmittal.

3. Provide pre- and post-development stormwater management and drainage calculations. The City specifically needs the following information: 10-year, 25-year, and 100-year, 24- hour and 72-hour flood stage elevations. Any proposed retention must meet pre- development volume.

RESPONSE:

Pre and post drainage calculation are included in the drainage report. Storm events are shown and stage vs. storage were calculated for pre and post conditions

4. Adjacent properties are much lower than proposed elevation for this site. Provide adequate detail and reasonable assurance that adjacent properties will not receive runoff from this proposed development. You may want to consider retaining wall around the periphery of the project site.

RESPONSE:

Berm elevation around the property perimeter is set at elevation 3.50 to control the storm runoff onsite.

5. Stormwater quality design shall be provided in the amount of 2.5 inches times the percent impervious or the first 1 inch of rainfall over the entire site whichever is greater.

RESPONSE:

Water quality calculation were included



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6. Provide calculations and geotechnical information supporting the proposed drainage design.

RESPONSE:

Geotechnical report for Open Hole Test were included in the submittal.

7. Drainage shall be adequate to protect rooms in new structures designed for occupancy from the 100-year flood based on FEMA.

RESPONSE:

FEMA flood elevation is 5.00. Finish floor elevation is set at 6.00. 1 ft. above flood elevation.

8. Indicate current FEMA base flood elevation (BFE). Finished floor elevation (FFE) shall be one (1) foot above BFE.

RESPONSE:

FEMA flood elevation is 5.00. Finish floor elevation is set at 6.00. 1 ft. above flood elevation.

9. On the provided Pollution Prevention plan, add the following detail and note: To meet Best Management Practices provisions, gravel to be used at all times throughout construction in order to prevent any soils from being tracked onto the public right-of-way.

RESPONSE:

Pollution prevention plan is included on sheet C-3.

10. Per City Ordinance, developer must construct 5-foot wide sidewalk and swales as part of offsite development including possible widening of the asphalt pavement for a total of 24 feet fronting your property including pavement transitions.

RESPONSE:

Sidewalk plans were added (Sheet C-2).

11. Proposed hammerhead turnaround for fire truck is not adequate. Provide AutoTURN for fire truck simulation of the 3-point turn or provide a minimum of 70-ft length by 20-ft wide hammerhead.

RESPONSE:

Turnaround for fire truck is shown on sheet Fire-1. AutoTurn model was used to demonstrate truck movement. Site plan was revised accordingly.

12. Driveway apron must be graded such that rainwater is contained within the property and not the City ROW.

RESPONSE:

Driveway apron is graded toward the catch basin at the center line of driveway.

13. Any road cuts for utilities or curb cuts with the City ROW shall be restored to full lane width for 50' minimum length centered on the proposed cut.

RESPONSE:

Note No.2 was added on sheet C-2.

14. Show sight/vision triangle at proposed driveways (entrances and exits). Must be reflected on landscape plans as well.

RESPONSE:

Sight distance triangle is shown on sheet C-2.

15. Provide pavement marking and signage plan.

RESPONSE:

Pavement marking plan is included on Sheet C-6.

16. Provide location of building roof drains, and their proposed connections(s) to the on-site drainage system.

RESPONSE:

No roof drain pipes are required.

17. Backflow preventers will not encroach on sidewalks (if applicable).

RESPONSE:

No backflow preventers within the sidewalk

18. In compliance with 805 of the City Code of Ordinances, applicant shall provide projected water demand, and sewage and solid waste generation amounts in tabular format on the civil site plan.

RESPONSE:

Table was added to site plan and sheet C-2

19. Water and sewer services is provided by Broward County Water and Wastewater Services at this location. Contact this agency for a separate plan review.

RESPONSE:

Plans will be sent to B.C. for review. Water and sewer location were obtained from B.C.

20. Per Dania Code of Ordinances (Article 415 – Sidewalks and Swales), Owner is responsible for sidewalks and swale improvements within the road ROW.

RESPONSE:

Sidewalk and regrading of swale is shown on sheet C-2.

21. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal.

RESPONSE:

DWG file will be provided with the final.

22. Provide regulatory agencies' approval documentation (as applicable) as part of the final submittal (Broward County Surface Water License, Florida Department of Health, etc.)

RESPONSE

Plans will be sent to B.C surface water section for review and approval.

## **Tier 1 COMMENTS**

Deficiencies were identified on your plan during our plan review process. Please provide the following:

1. Fire Department Access Information as follows:
  - a. All turning radii (demonstrated) See details below.

Response:

Turning radii and truck movement are shown on sheet Fire 1

b. Drive Aisle widths (demonstrated) & Vertical Clearances (noted)

Response:

No vertical obstacles will be in the way of fire truck movement.

c. Fire Department turn around road needs to be a min of 20 ft wide and 50 ft in length.

Response:

See sheet Fire 1 with model (AutoTurn) for pumper truck.

2. Water Supply Information as follows:

a. All existing and proposed water main sizes

Response:

Existing water main size is shown on sheets C-2 and Fire-2

b. Existing and proposed fire hydrant locations

Response:

Existing fire hydrants are shown on sheet Fire-2

c. Dimensions of the three nearest adjacent hydrants to the project site

Response:

Dimension for existing fire hydrants are shown on sheet Fire-2

d. Locations of all fire department connections (Siamese and Fire Hose Valves on standpipes) on the interior and exterior of the building or structure (for buildings or structures with fire sprinkler systems)

Response:

No sprinklers are proposed for the project.

3. Proof of Water Supply & Fire Flow Demand as follows:

a. Fire Hydrant Flow Test

Response:

Fire flow test results are attached.

b. Building Construction Type and Square Footage

Response:

Building construction and areas are shown.

c. Fire Flow Demand Calculations Signed and Sealed by Licensed Engineer

Response:

Note required.

d. A completed Application for the Approval of the Fire Protection Water Supply Design (See the last page of this document)

Response:

Note required.

e. Statement of verification from the design professional of record, on official company letterhead, that the proposed water main sizing, fire hydrant spacing, and fire hydrant locations, are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code. (This document shall bear the seal and signature of the engineer).

Response:

Note required.

## **Tier 2 COMMENTS**

Deficiencies were identified on your plan during our plan review process. Please provide the following:

4. Additional Fire Department Access Information as follows:

a. Fire Lane locations and striping detail (demonstrated)

Response:

Please see sheet C-6 for signage and marking.

b. "NO PARKING" sign locations and sign details demonstrated

Response:

Please see sheet C-6 for signage and marking.

c. A note or detail identifying the design load for surface compaction of all non-paved roadways and/or Fire Department Access Roads (where applicable)

Response:

All access is over paved areas.

5. Additional Water Supply Information as follows:

a. Locations of all Post Indicating Valves or Underground Gate Valves, Double Detector Check Valves, etc.

Response:

Not applicable.

6. A detail sheet accompanying the Civil Plans with the following details:

a. Fire Hydrant Detail

Response:

Not applicable.

b. Bollard / Impact Protection Detail for Hydrants, FDC's & DDCV's

Response:

Not applicable.

c. Roadway Pavement Marker (RPM) Detail for Fire Hydrant Locations (Blue Reflective Markers)

Response:

Not applicable.

d. Post Indicating Valve Detail (where applicable)

Response:

Not applicable.

e. Underground Gate Valve Detail (where applicable)

Response:

Not applicable.

f. Backflow Preventor / Double Detector Check Valve (DDCV) Detail (where applicable) that identifies the DDCV as being listed for Fire Use

Response:

Not applicable.

g. Signage Detail for the Fire Department Connections (where applicable)

Response:

Not applicable.

7. Address Detail

Response:

Address Notes have been added. Address for each unit will be provided with final submittal.

8. Minimum Radio Signal Strength for Fire Department Communications – See details on the next page.

Response:

Not applicable.

#### **SITE PLAN COMMENTS:**

1. Incomplete information was provided. Further review and comment will be conducted by staff after additional information is provided by the applicant. See comments below; Section 635-50. - Site plan data requirements.

(A) The proposed title of the project and the name of the professionals who prepared each plan, including engineer, architect, landscape architect and the developer; (Missing).

Response:

Refer to Cover Page

(C) Existing zoning of the subject site and adjacent properties; "The term Zoning was misspelled on Site Plan please revise" (Missing).

Response:

Refer to updated site plan

(E) (Missing).

Adjacent land uses and buildings within two hundred (200) feet of the property, including use and number of floors, dimensioned to property line of subject site;

Response:

Refer to cover page, 200' line with land uses have been added.

(M) The location, dimensions and character of construction of proposed curb cuts, entrances and exits, parking and loading areas (including number of parking spaces and loading spaces), pedestrian use areas, and vehicular use areas; (Missing).

Response:

Refer to Civil Plans

(N) Photometric Plan (Missing).

Response:

Refer to Photometric Plan PH-1.

(Q) Typical trash and garbage disposal and recycling system, including typical enclosure details and the location of each; (Missing).

Response:

Refer to Site Plan, each house will have their own garbage cans inside the garage.

(S) Location, character, size, height and orientation of proposed signs, including building signage details shown on plan elevations and method of illumination. Provide details to confirm compliance; if no signs are proposed provide a note on the plans stating such (Missing).

Response:

Refer to Site Plan, note has been added, no sign are going to be built under this permit.

(T) All existing and proposed pedestrian walkways and bicycle paths; (Missing).

o Identify dimensions on Site Plan for all existing and proposed pedestrian walkways and bicycle paths.

Response:

Refer to Civil Plans

(U) Existing and proposed public transit routes, bus shelter locations and easements for such shelters, and proposed layout of rights-of-way, if necessary; (Missing).

o Identify use of structure located between Buildings 2 & 3.

SP-123-17 DRC Comments 22 of 26

Response:

Refer to Civil Plans

(W) Type and location of mail receptacles;

Response:

Refer to Site Plan, Individual Mailboxes will be added to each unit

(X) Conceptual utilities plan, including all underground and above-ground improvements; (Missing).

Response:

Refer to Civil Plans

(Y) The following computations:



- (1) Total gross and net acreage; (Missing).
- (2) Proposed net and gross density, and number of dwelling units for site plans with Residential components; (Missing).
- (4) Area devoted to vehicular use areas (roadways, aisles, parking); (Missing).
- (5) Gross project area allocated for common open space; (Missing).
- (6) Lot coverage by roofed structures;
- (7) Pervious and Impervious surface area, also expressed as a percentage of the site area; Impervious percentage must be addressed on Site Plan (Missing).

- (8) Number of required and provided parking spaces including handicap-accessible, compact and any spaces devoted to attendant parking if permitted; (Missing).
- (13) Adjacent zoning and existing land uses. (Missing).

Response:

Refer to Site/Civil Plans

- (Z) Traffic circulation and pavement marking plan (may be shown on site plan sheets); (Missing).

Response:

Refer to Civil Plans

- (AA) Phasing plan, if applicable, with beginning and ending dates of construction of the entire project and beginning and ending dates for all phases of the project; (Missing).

Response:

All Construction will be performed in one phase

- (CC) Color site plan elevations and renderings for meeting presentation purposes; (Missing).

Response:

Refer to Attached Renders

- (DD) If necessary, written authorization to reproduce any documents accompanying site plan submittals from the applicant, agent, architect, landscape architect, engineer, attorney, etc. (Missing).

2. APPLICATION: Confirm application was properly completed, signed, and proper application fee was paid. "See above comments"

3. PLATTING: Provide letter from Broward County identifying whether this property needs to be platted or replatted.

4. SCHOOLS: Obtain a letter from Broward County School Board regarding school impact fees.

5. SIDEWALKS: Must provide sidewalk outlines on plans. Sidewalks are not present please show on revised Site Plan.

Response:

Refer to Civil Plans

6. TRAFFIC STUDY: per Section 605-30(K), a traffic study is required for all development generating in excess of 50 peak hour trips. Provide estimated number of peak trips.

Response:

Refer to Attached Study

7. IMPACT FEES: Impact fees that will be required for the project are attached.

PARK IMPACT FEES: "Per Resolution No. 2015-071, \$1,825 per townhouse dwelling (60 X \$1,825 = \$109,500.00) must be paid for Recreation and Open Space Impact Fee at time of building permit issuance."

8. SIGNS: Provide copy of all signs for compliance review.

Response:

No signs are going to be built

9. The proximity to the airport will be required FAA/BCAD review and approval. Contact William Castillo, Airport Planner with Broward County Aviation Department, located at 2200 SW 45 Street, Suite 101, Dania Beach, FL 33315, (954) 359-6100.

Response:

Refer to Attached Review

10. PARKING: (Missing).

o Provide total # of parking spaces with parking dimensions on plans. Per sec. 265-20 parking dimension are (9) feet in width and (18) feet in length.

o Provide garage dimensions on site plan. (2) Car Garage = 1 Parking Space

o Identify guest parking spaces on plans. Per sec. 265-50 (1.5) parking spaces are needed per unit. 16.67 feet in width is not enough space for 2 vehicles, please revise accordingly.

Response:

Refer to Site Plan

11. USE: 15 Units allowed by Zoning Designation.

12. WILDLIFE PROTECTION: Per Article 250, "the developer of any existing natural land area in excess of one-half (1/2) acre in the city must provide wildlife study.

13. Provide minimum bicycle parking requirements identified in Section 265-51. Show on Site Plan & Identify in Parking Calculations.

14. GARBAGE COLLECTION: Identify method of collection Ex: Dumpsters or Cans; must show on plans.

15. NOISE MITIGATION: Must meet regulations in Section 221-10

16. ROOFTOP MECHANICAL EQUIPMENT: Must meet regulations in Section 220-60. Identify how equipment will be screened from view.

o Identify location of mechanical equipment (A/C) on Site Plan, and how it will be screened from view.

Response:

Refer to Site Plan

17. Must provide latest revised set of plans on disk prior to going to public hearing.

SP-123-17 DRC Comments 24 of 26

18. The applicant is encouraged to contact neighbors adjacent to, as well as condominiums and neighborhood associations to advise of this property. Please provide acknowledgement and/or documentation of any public outreach.

19. Applicant must obtain a statement from the City Engineer saying that the traffic study/statement submitted by the applicant is complete and accepted prior to public hearing.

20. Please e-mail resolution and legal description for development approval in word format to [dlozandier@daniabeachfl.gov](mailto:dlozandier@daniabeachfl.gov) four (4) weeks prior to public hearing.

21. Applicant must provide statement from the City's Code Compliance Department that there are not outstanding Code Violations or Liens on the property prior to the item being scheduled for a public hearing. Per Section 680-40, any property with outstanding Code Violations or Liens shall not be scheduled for public hearing.

22. Per O-2017-022, for properties over an acre in size, the applicant must obtain and post property signs in accordance with the NEW City requirements. Please see the end of this document for guidelines.













# Nutting Engineers

of Florida Inc. | Established 1967

*Your Project is Our Commitment*

2051 N.W. 112th Avenue, Suite 126  
Miami, Florida 33172  
305-557-3083  
Toll Free: 877-NUTTING (688-8464)  
Fax: 305-824-8827  
Broward 954-941-8700  
Palm Beach 561-736-4900  
St. Lucie 772-408-1050  
[www.nuttingengineers.com](http://www.nuttingengineers.com)

February 21, 2017

Mr. Bari Drove  
Dania Homes, LLC  
5635 Hallandale Beach Blvd.  
West Park, FL 33023  
Phone: 786-222-6972  
Email: [thetileempire@gmail.com](mailto:thetileempire@gmail.com)

Subject: Report of Exfiltration Test  
**Proposed Two-Story Townhomes**  
3260 SW 44<sup>th</sup> Street  
Dania Beach, FL 33312

Dear Mr. Drove:

Nutting Engineers of Florida, Inc. has performed one exfiltration test at the above referenced location. This report presents a brief description of the field procedures, and provides the results of the exfiltration test.

One exfiltration test was performed at the site as requested by the client. This test was conducted to a depth of six feet below existing grade in accordance with South Florida Water Management District (SFWMD) criteria for 'Usual Open-Hole' conditions.

Prior to starting the test, a 6-inch diameter hole was augered to the test depth to determine the depth to groundwater and to examine subgrade soils. After establishing the above parameters, the hole was stabilized by a full-length perforated PVC pipe in accordance with South Florida Water Management District specifications. Water was then pumped into the hole maintaining a constant water level at the ground surface. The stabilized flow rates were recorded in one minute intervals for a total of 10 minutes.

The exfiltration test revealed the hydraulic conductivity ('K'-value) of the soils of to be approximately  $1.76 \times 10^{-4}$  feet per second per square foot per foot of head. Soil descriptions and flow rates for the test are shown on the attached exfiltration summary sheet. We note that water table was not encountered within the sampling depth of approximately 6 feet at the time of the test.

We appreciate the opportunity to provide these services for you. Should you have any questions, or if we can be of further assistance, please feel free to contact us.

Respectfully Submitted:  
**NUTTING ENGINEERS OF FLORIDA, INC.**

  
Paul C. Catledge, P.E. #68448  
Senior Engineer

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OFFICES  
Palm Beach  
Miami-Dade  
St. Lucie



## Report of Exfiltration Test

Client: Dania Homes, LLC Order No 2032.4  
 Project: Proposed Two-Story Townhomes Report No 1  
 Location: 3260 SW 44th Street Date: 2/17/17  
Dania Beach, FL 33312  
 Test: Usual Open Hole Exfiltration Test  
 Surface  
 Elevation: Approx. same as road crown Water table from ground surface: 6+'  
 Casing\_\_\_\_\_  
 Diameter: 6"  
 Tube Depth: 6'

Sample Location: Approx. as located on site plan

Material: 0'- 0.16' Pebble driveway  
 0.16'- 1.4' Gray to lt. brown fine SAND, trace limestone fragments  
 1.4'- 3.4' ASPHALT  
 3.4'- 4.16' Lt. brown fine SAND  
 4.16'- 4.6' Gray to lt. brown fine SILTY SAND  
 4.6'- 6' Lt. brown fine SAND

| One Minute Increme | Pump Rate in Gal/Min |
|--------------------|----------------------|
| 1                  | 2.32                 |
| 2                  | 2.32                 |
| 3                  | 2.32                 |
| 4                  | 2.32                 |
| 5                  | 2.32                 |
| 6                  | 2.32                 |
| 7                  | 2.32                 |
| 8                  | 2.32                 |
| 9                  | 2.32                 |
| 10                 | 2.32                 |

$K = 1.76 \times 10^{-4}$  cfs/ft<sup>2</sup>ft.head

## LIMITATIONS OF LIABILITY

### WARRANTY

We warrant that the services performed by Nutting Engineers of Florida, Inc. are conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in our area currently practicing under similar conditions at the time our services were performed. **No other warranties, expressed or implied, are made.** While the services of Nutting Engineers of Florida, Inc. are a valuable and integral part of the design and construction teams, we do not warrant, guarantee or insure the quality, completeness, or satisfactory performance of designs, construction plans, specifications we have not prepared, nor the ultimate performance of building site materials or assembly/construction.

### SUBSURFACE EXPLORATION

Subsurface exploration is normally accomplished by test borings; test pits are sometimes employed. The method of determining the boring location and the surface elevation at the boring is noted in the report. This information is represented in the soil boring logs and/or a drawing. The location and elevation of the borings should be considered accurate only to the degree inherent with the method used and may be approximate.

The soil boring log includes sampling information, description of the materials recovered, approximate depths of boundaries between soil and rock strata as encountered and immediate depth to water data. The log represents conditions recorded specifically at the location where and when the boring was made. Site conditions may vary through time as will subsurface conditions. The boundaries between different soil strata as encountered are indicated at specific depths; however, these depths are in fact approximate and dependent upon the frequency of sampling, nature and consistency of the respective strata. Substantial variation between soil borings may commonly exist in subsurface conditions. Water level readings are made at the time and under conditions stated on the boring logs. Water levels change with time, precipitation, canal level, local well drawdown and other factors. Water level data provided on soil boring logs shall not be relied upon for groundwater based design or construction considerations.

### LABORATORY AND FIELD TESTS

Tests are performed in *general* accordance with specific ASTM Standards unless otherwise indicated. All criteria included in a given ASTM Standard are not always required and performed. Each test boring report indicates the measurements and data developed at each specific test location.

### ANALYSIS AND RECOMMENDATIONS

The geotechnical report is prepared primarily to aid in the design of site work and structural foundations. Although the information in the report is expected to be sufficient for these purposes, it shall not be utilized to determine the cost of construction nor to stand alone as a construction specification. Contractors shall verify subsurface conditions as may be appropriate prior to undertaking subsurface work.

Report recommendations are based primarily on data from test borings made at the locations shown on the test boring reports. Soil variations commonly exist between boring locations. Such variations may not become evident until construction. Test pits sometimes provide valuable supplemental information that derived from soil borings. If variations are then noted, the geotechnical engineer shall be contacted in writing immediately so that field conditions can be examined and recommendations revised if necessary.

The geotechnical report states our understanding as to the location, dimensions and structural features proposed for the site. ***Any significant changes of the site improvements or site conditions must be communicated in writing to the geotechnical engineer immediately*** so that the geotechnical analysis, conclusions, and recommendations can be reviewed and appropriately adjusted as necessary.

### CONSTRUCTION OBSERVATION

Construction observation and testing is an important element of geotechnical services. The geotechnical engineer's field representative (G.E.F.R.) is the "owner's representative" observing the work of the contractor, performing tests and reporting data from such tests and observations. ***The geotechnical engineer's field representative does not direct the contractor's construction means, methods, operations or personnel.*** The G.E.F.R. does not interfere with the relationship between the owner and the contractor and, except as an observer, does not become a substitute owner on site. The G.E.F.R. is responsible for his/her safety, but has no responsibility for the safety of other personnel at the site. The G.E.F.R. is an important member of a team whose responsibility is to observe and test the work being done and report to the owner whether that work is being carried out in general conformance with the plans and specifications. The enclosed report may be relied upon solely by the named client.



FILE COPY



**Public Works Department**

**Water and Wastewater Services/Fiscal Operations**

2555 West Copans Road • Pompano Beach, Florida 33069 • 954-831-3250 • FAX 954-831-0789

**FIRE HYDRANT/PRESSURE & FLOW TEST APPLICATION**

**Instructions:**

Complete the following and indicate service required by placing a check mark in the appropriate square. Sign, date, and return to WWS along with payment.

**(1) APPLICATION FOR:**

☐ 24-Hour Pressure Test with Chart Reading.....\$150.00

☒ Pressure and Flow Test including 24 hour chart recording.....\$200.00

☐ Tapping into Main (if necessary to accomplish any of the above, in addition to all other charges).....\$300.00

**(2) APPLICANT NAME:** Zuhair Jalloul

**Contact Person**

**(3) COMPANY NAME:** Florida Consulting Engineers, Inc.

**(4) MAILING ADDRESS:** 134 NW 16th St, Suite 1, Boca Raton FL 33432

**Number and Street**

**(5) LOCATION ADDRESS:** 3260 SW 44th St. Dania Beach (West corner of property, see attached location)

**Necessary in order to process accurately**

**(6) PHONE NO:** 561-353-1152

**FAX NO:**

*Please call me  
for pick up when ready*

**(7) E-MAIL ADDRESS:** ZJ@Flcengineers.com

**(8) SIGNATURE:**

*Zuhair Jalloul*

**DATE:** 1/11/2018

Allow a maximum of ten (10) working days to be notified of results of test(s).

Customer is contacted by phone.

**PLEASE MAIL CHECK AND APPLICATION TO:**

WWS

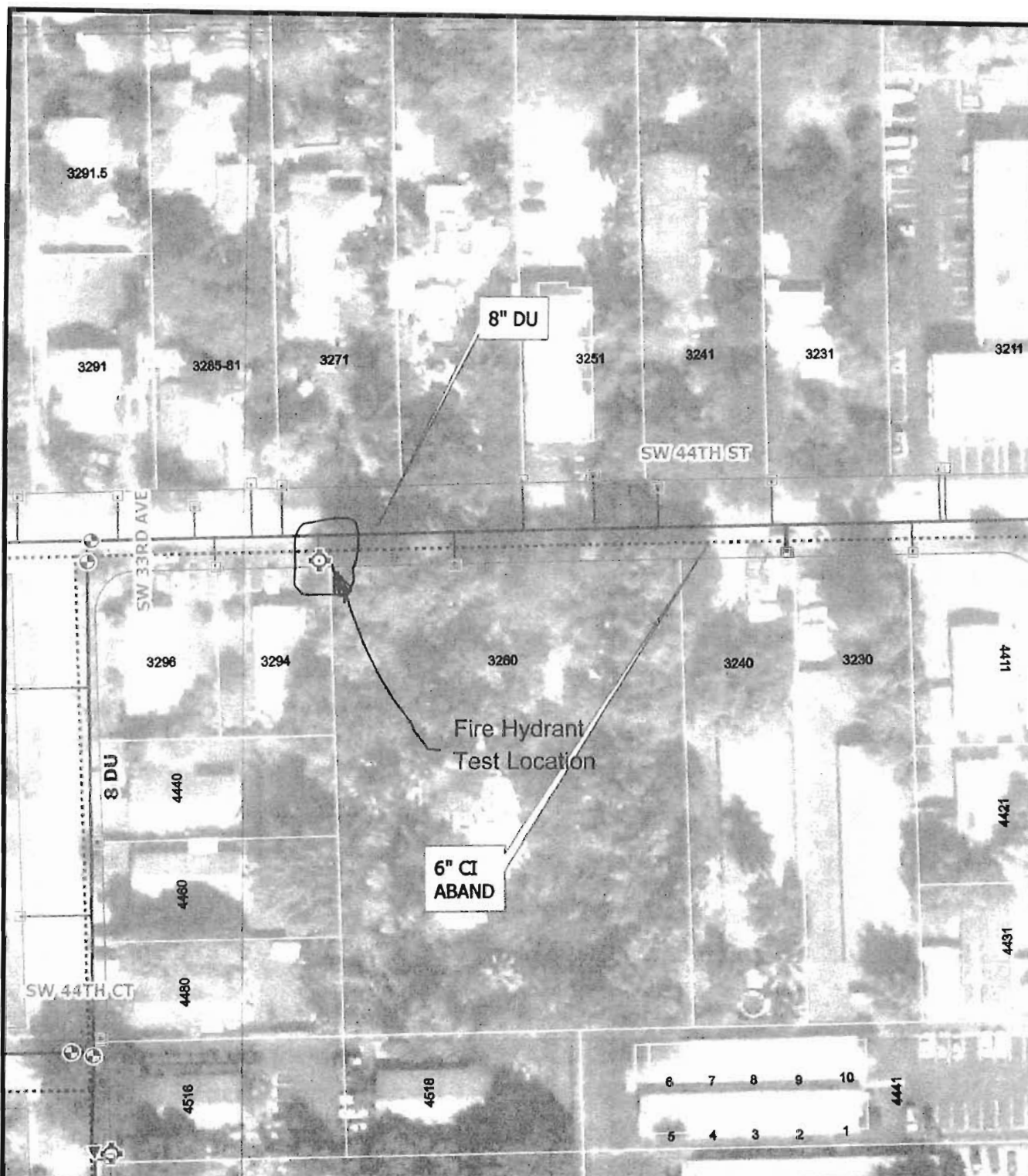
PO Box 669300

Pompano Beach, FL 33066-9300

**MAKE CHECKS PAYABLE TO: WWS**

Broward County Board of County Commissioners

Sue Gunzburger • Kristin D. Jacobs • Albert C. Jones • Ken Keechl • Ilene Lieberman • Stacy Ritter • John E. Rodstrom, Jr. • Diana Wasserman-Rubin • Lois Wexler  
www.broward.org



3260 SW 44th ST  
DANIA BEACH  
WATER MAIN

Approx. Scale: 1 inch = 100 feet

Date Date: 03-31-2017 at 09:32:57

BCWWS Facilities GIS Information comes from a combination of field observations, record drawings and inherited maps from private utilities. Most of the locational data came from 1IN = 150 FT scale paper maps. Mission critical data should be field verified. Broward County assumes no liability for damages arising from errors or omissions.



[One Inch At Original Size]

923155:630767



Zuhair Jalloul  
Florida Consulting Engineers, Inc  
WO#-939695

Approx. Scale: 1 inch = 200 feet

Data Date: 12-15-2017 at 08:11:23  
BCVWS Facilities GIS information comes from a combination of field observations, record drawings and inherited maps from private utilities. Most of the locational data came from 1IN = 150 FT scale paper maps. Mission critical data should be field verified. Broward County assumes no liability for damages arising from errors or omissions.



One Inch At Original Size

922658:630774





Public Works Department  
WATER AND WASTEWATER SERVICES  
2555 West Copans Road, Pompano Beach, Florida 954-831-0704 FAX 954-831-0708

## HYDRANT FLOW AND PRESSURE TEST RESULTS

DATE: January 22, 2018

WORK ORDER #939695

CUSTOMER NAME: FLORIDA CONSULTING ENGINEERS, INC.  
PHONE # 561-353-1152 FAX# NA  
LOCATION: 3260 SW 44<sup>th</sup> Street, Dania Beach, (West corner of property)

HYDRANT #1: PHR 38000135      LOGGER SN# 341201  
HYDRANT #2: PHR 38000070      LOGGER SN# 341203  
HYDRANT #3: PHR 38000065      LOGGER SN# 341202

| HYDRANT # 1 | DATE       | TIME       | PRESSURE   |
|-------------|------------|------------|------------|
| STATIC      | 01/22/2018 | 9:21:05 AM | 74.115 PSI |
| RESIDUAL    | 01/22/2018 | 9:25:40 AM | 56.288 PSI |

| HYDRANT # 2 | DATE       | TIME       |            |
|-------------|------------|------------|------------|
| FLOW        | 01/22/2018 | 9:30:25 AM | 884.9 GPM  |
| PRESSURE    | 01/22/2018 | 9:30:25 AM | 54.994 PSI |

| HYDRANT # 3 | DATE       | TIME       |             |
|-------------|------------|------------|-------------|
| FLOW        | 01/22/2018 | 9:34:35 AM | 946.100 GPM |
| PRESSURE    | 01/22/2018 | 9:34:35 AM | 54.701 PSI  |

Flow calculated with a discharge coefficient of .90

EQUIPMENT USED:

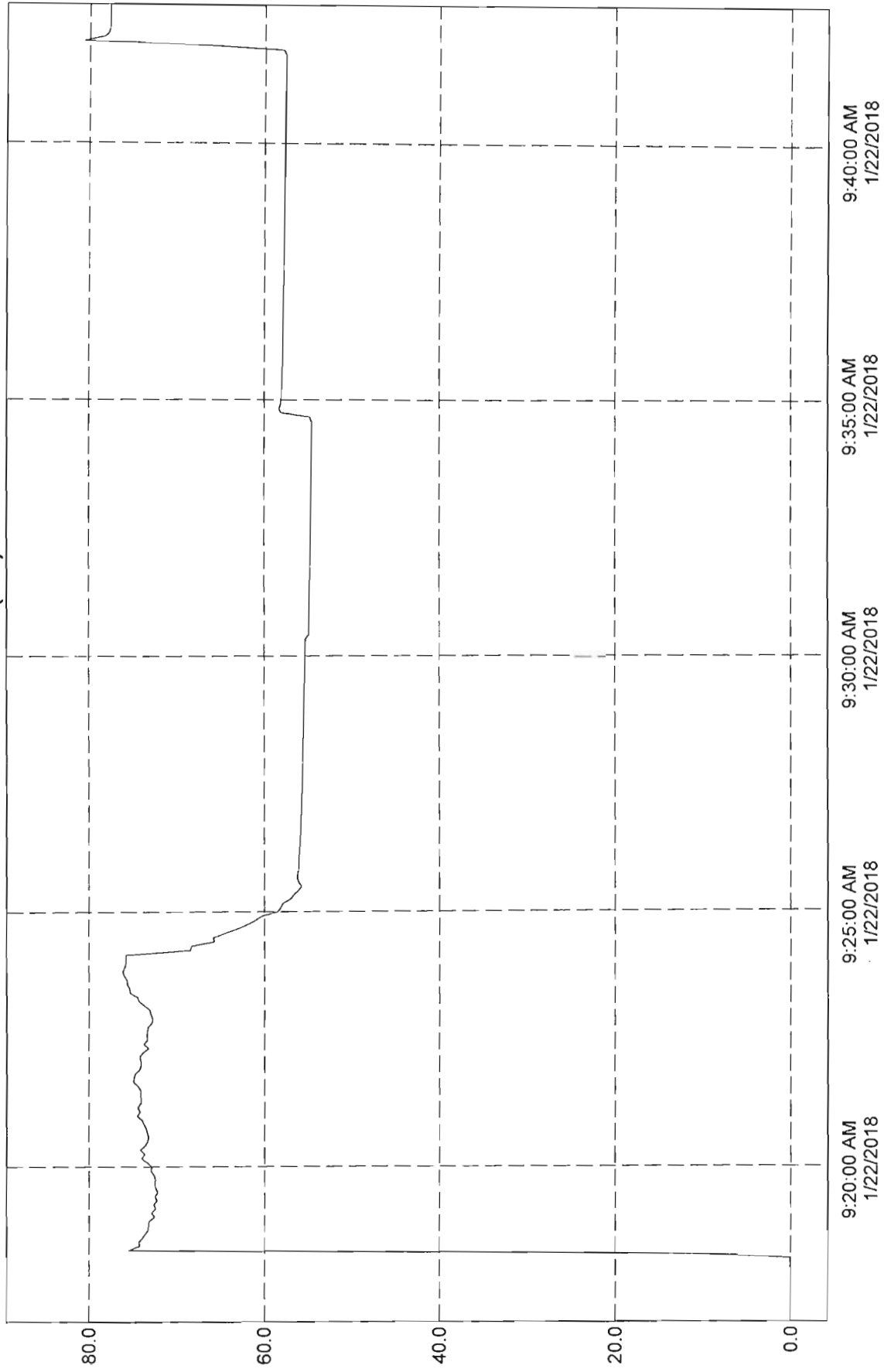
TELOGER model HPR-31    SN# 341203

TELOGER model HPR-31    SN# 341201

TELOGER model HPR-31    SN# 341201

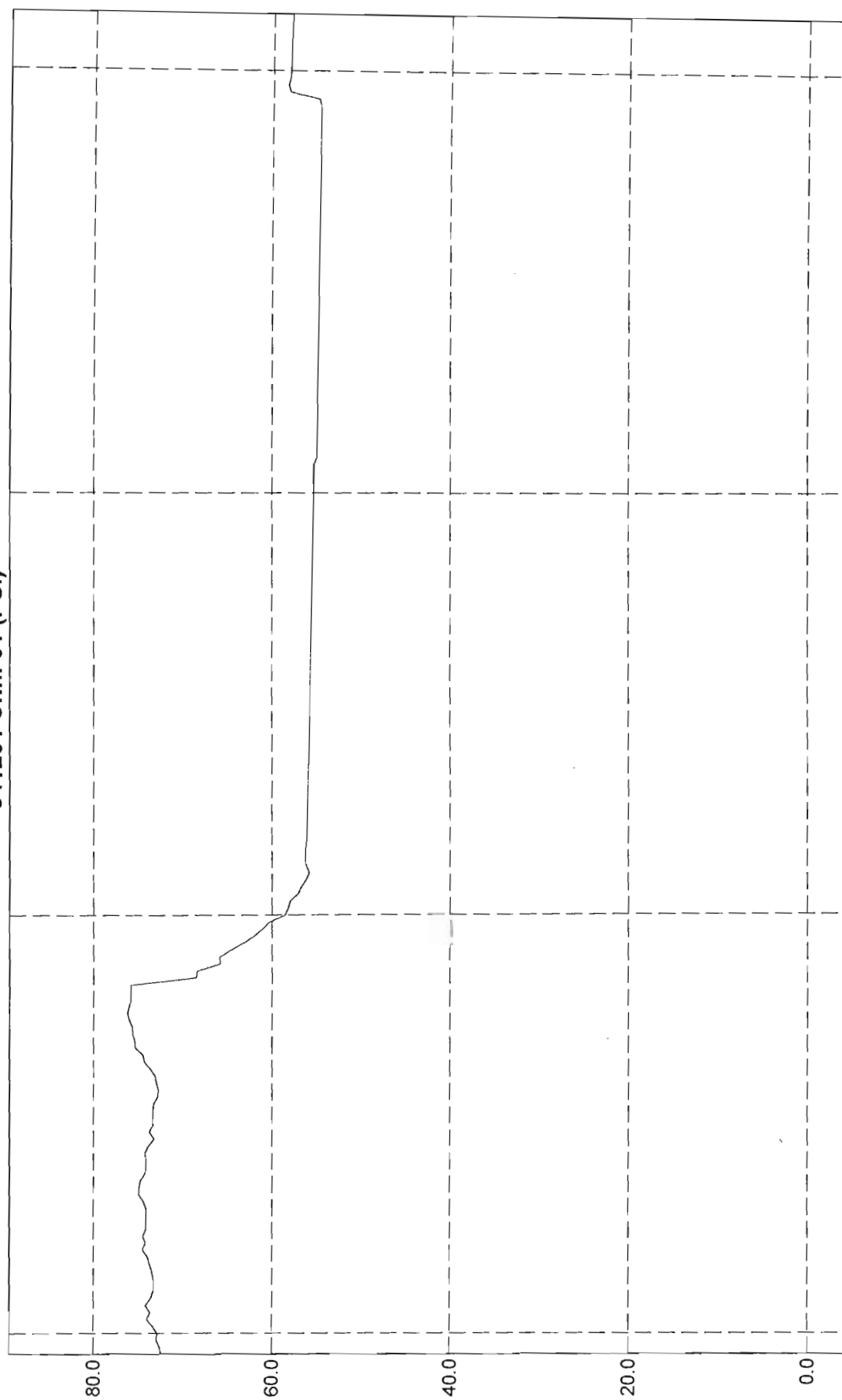
POLLARD DIFFUSER 2.5 in

341201 Chnl 01 (PSI)





341201 Chnl 01 (PSI)



9:20:00 AM  
1/22/2018

9:25:00 AM  
1/22/2018

9:30:00 AM  
1/22/2018

9:35:00 AM  
1/22/2018

Channel Plot 1:

|     | Time                 | 341201 Chnl 01<br>Avg |
|-----|----------------------|-----------------------|
| 810 | 1/22/2018 9:20:25 AM | 73.529                |
| 811 | 1/22/2018 9:20:30 AM | 73.284                |
| 812 | 1/22/2018 9:20:35 AM | 73.187                |
| 813 | 1/22/2018 9:20:40 AM | 73.284                |
| 814 | 1/22/2018 9:20:45 AM | 73.431                |
| 815 | 1/22/2018 9:20:50 AM | 73.675                |
| 816 | 1/22/2018 9:20:55 AM | 73.895                |
| 817 | 1/22/2018 9:21:00 AM | 74.457                |
| 818 | 1/22/2018 9:21:05 AM | 74.115                |
| 819 | 1/22/2018 9:21:10 AM | 74.408                |
| 820 | 1/22/2018 9:21:15 AM | 74.09                 |
| 821 | 1/22/2018 9:21:20 AM | 74.017                |
| 822 | 1/22/2018 9:21:25 AM | 74.066                |
| 823 | 1/22/2018 9:21:30 AM | 74.066                |
| 824 | 1/22/2018 9:21:35 AM | 74.359                |
| 825 | 1/22/2018 9:21:40 AM | 74.896                |
| 826 | 1/22/2018 9:21:45 AM | 74.872                |
| 827 | 1/22/2018 9:21:50 AM | 74.725                |
| 828 | 1/22/2018 9:21:55 AM | 74.188                |
| 829 | 1/22/2018 9:22:00 AM | 74.066                |
| 830 | 1/22/2018 9:22:05 AM | 74.066                |
| 831 | 1/22/2018 9:22:10 AM | 74.188                |
| 832 | 1/22/2018 9:22:15 AM | 73.797                |
| 833 | 1/22/2018 9:22:20 AM | 73.162                |
| 834 | 1/22/2018 9:22:25 AM | 73.724                |
| 835 | 1/22/2018 9:22:30 AM | 73.284                |
| 836 | 1/22/2018 9:22:35 AM | 73.358                |
| 837 | 1/22/2018 9:22:40 AM | 73.284                |
| 838 | 1/22/2018 9:22:45 AM | 73.236                |
| 839 | 1/22/2018 9:22:50 AM | 72.772                |
| 840 | 1/22/2018 9:22:55 AM | 72.698                |
| 841 | 1/22/2018 9:23:00 AM | 72.894                |
| 842 | 1/22/2018 9:23:05 AM | 73.04                 |
| 843 | 1/22/2018 9:23:10 AM | 73.602                |
| 844 | 1/22/2018 9:23:15 AM | 74.261                |
| 845 | 1/22/2018 9:23:20 AM | 74.432                |
| 846 | 1/22/2018 9:23:25 AM | 75.287                |
| 847 | 1/22/2018 9:23:30 AM | 75.311                |
| 848 | 1/22/2018 9:23:35 AM | 75.58                 |
| 849 | 1/22/2018 9:23:40 AM | 75.629                |
| 850 | 1/22/2018 9:23:45 AM | 75.946                |
| 851 | 1/22/2018 9:23:50 AM | 76.142                |
| 852 | 1/22/2018 9:23:55 AM | 75.922                |
| 853 | 1/22/2018 9:24:00 AM | 75.775                |
| 854 | 1/22/2018 9:24:05 AM | 75.751                |
| 855 | 1/22/2018 9:24:10 AM | 75.751                |
| 856 | 1/22/2018 9:24:15 AM | 68.474                |
| 857 | 1/22/2018 9:24:20 AM | 68.352                |
| 858 | 1/22/2018 9:24:25 AM | 65.763                |
| 859 | 1/22/2018 9:24:30 AM | 65.861                |
| 860 | 1/22/2018 9:24:35 AM | 64.591                |
| 861 | 1/22/2018 9:24:40 AM | 63.15                 |
| 862 | 1/22/2018 9:24:45 AM | 61.978                |

## Channel Plot 1:

|     | Time                 | 341201 Chnl 01<br>Avg |
|-----|----------------------|-----------------------|
| 847 | 1/22/2018 9:23:30 AM | 75.311                |
| 848 | 1/22/2018 9:23:35 AM | 75.58                 |
| 849 | 1/22/2018 9:23:40 AM | 75.629                |
| 850 | 1/22/2018 9:23:45 AM | 75.946                |
| 851 | 1/22/2018 9:23:50 AM | 76.142                |
| 852 | 1/22/2018 9:23:55 AM | 75.922                |
| 853 | 1/22/2018 9:24:00 AM | 75.775                |
| 854 | 1/22/2018 9:24:05 AM | 75.751                |
| 855 | 1/22/2018 9:24:10 AM | 75.751                |
| 856 | 1/22/2018 9:24:15 AM | 68.474                |
| 857 | 1/22/2018 9:24:20 AM | 68.352                |
| 858 | 1/22/2018 9:24:25 AM | 65.763                |
| 859 | 1/22/2018 9:24:30 AM | 65.861                |
| 860 | 1/22/2018 9:24:35 AM | 64.591                |
| 861 | 1/22/2018 9:24:40 AM | 63.15                 |
| 862 | 1/22/2018 9:24:45 AM | 61.978                |
| 863 | 1/22/2018 9:24:50 AM | 61.05                 |
| 864 | 1/22/2018 9:24:55 AM | 60.293                |
| 865 | 1/22/2018 9:25:00 AM | 58.51                 |
| 866 | 1/22/2018 9:25:05 AM | 58.144                |
| 867 | 1/22/2018 9:25:10 AM | 57.949                |
| 868 | 1/22/2018 9:25:15 AM | 57.094                |
| 869 | 1/22/2018 9:25:20 AM | 56.728                |
| 870 | 1/22/2018 9:25:25 AM | 56.19                 |
| 871 | 1/22/2018 9:25:30 AM | 55.8                  |
| 872 | 1/22/2018 9:25:35 AM | 56.19                 |
| 873 | 1/22/2018 9:25:40 AM | 56.288                |
| 874 | 1/22/2018 9:25:45 AM | 56.264                |
| 875 | 1/22/2018 9:25:50 AM | 56.166                |
| 876 | 1/22/2018 9:25:55 AM | 56.093                |
| 877 | 1/22/2018 9:26:00 AM | 56.093                |
| 878 | 1/22/2018 9:26:05 AM | 56.093                |
| 879 | 1/22/2018 9:26:10 AM | 56.044                |
| 880 | 1/22/2018 9:26:15 AM | 56.02                 |
| 881 | 1/22/2018 9:26:20 AM | 55.995                |
| 882 | 1/22/2018 9:26:25 AM | 55.971                |
| 883 | 1/22/2018 9:26:30 AM | 55.946                |

**Project Information for FAA**

**Date:** 2/1/2018

**Address:** 3260 SW 44th ST. Dania Beach, FL 33312

**Latitude & Longitude**

**SE Corner:** 26°03'57.8"N 80°11'11.2"W

**NE Corner:** 26°04'00.2"N 80°11'11.2"W

**NW Corner:** 26°04'00.2"N 80°11'13.0"W

**SW Corner:** 26°03'57.8"N 80°11'13.0"W

**Finish Floor Elevation:** 6.00 ft. NAVD

**Maximum Height:** 28.25 ft. Above finished floor

**Max Height Elevation:** 33.75 ft. NAVD 1988

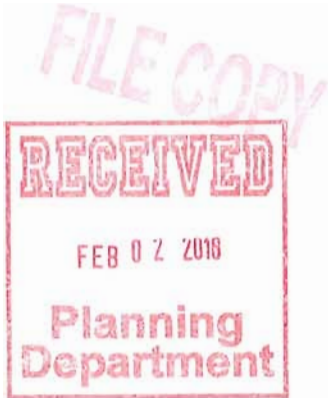
FILED



***Peter DeWick & Associates***

2269 S. University Drive, Ste. 179  
Davie, Florida 33324

tel. 954-792-4023  
fax 954-791-4873



Arborist Report: Specimen trees

At

3260 SW 44<sup>th</sup> Street, Dania Beach, Florida 33312

For

Mr. Bari Drore  
Drore Spec Homes LLC  
14954 SW 39<sup>th</sup> Street  
Davie, Florida 33331

December 27, 2017

**Assignment:**

Provide color photographs and description for each specimen tree indicated on sheet T-1. Indicate significant defects or lack thereof consistent with the City of Dania Beach's condition assessment and determination of disposition.

**Qualifications:**

Bachelors of Landscape Architecture - University of Florida - With High Honors  
Registered Landscape Architect - Florida 1986 - present  
Certified Arborist - International Society of Arboriculture

**Documents provided for my review:**

I obtained or was provided with the following documents and project records to review and on which my opinions are based:

Tree Survey and Site Plan.

**Observations:**

On October 24, 2017 I visited the site and made the following observations:

1. Each protected tree was tagged and evaluated.
2. The predominant species on site is Royal Palm. A majority of the Royal Palms are very mature. Some are approaching the end of their natural life span.
3. Photographs and description of individual specimen trees as defined by the City of Dania Beach are shown below.

Respectfully submitted,

**Peter  
DeWick**

Digitally signed by Peter DeWick  
DN: cn=Peter DeWick, o=Peter  
DeWick & Associates, ou=Landscape  
Architect LA 0001111,  
email=pda@land-planning.org, c=US  
Date: 2017.12.27 19:56:06 -05'00'

Peter DeWick, RLA, ISA  
Registered Landscape Architect/Certified Arborist

1. Tree # 2 Strangler Fig, *Ficus aurea*

Strangler Fig has wrapped and built itself around the trunk of a Melaleuca tree. The Ficus tree must be removed in order to remove the Melaleuca. Melaleuca stumps will resprout if herbicides are not used to kill the stump.



2. Tree #13 Royal Palm, *Roystonea* spp. Royal Palm has fair canopy density and vitality.



3. Tree # 20 Royal Palm, *Roystonea* spp. Royal Palm has no significant defects. It located on the subject site, but is behind the neighbor's encroaching fence.





4. Tree # 31 Royal Palm, *Roystonea* spp.

Royal palm has small fronds and fair canopy density and vitality.



5. Tree # 33 Royal Palm, *Roystonea* spp. Royal Palm has fair canopy density.



6. Tree # 34 Royal Palm, *Roystonea* spp. Royal Palm has fair canopy density.



7. Tree # 35 Royal Palm, *Roystonea* spp. Royal Palm has fair canopy density.



8. Tree # 36 Royal Palm, *Roystonea* spp.  
Royal Palm has very low canopy density and vitality. Palm is close to death.



9. Tree # 38 Royal Palm, *Roystonea* spp.  
Royal Palm is one sided. Has lost nearly half its fronds.



10. Tree # 39 Strangler Fig, *Ficus aurea*  
Strangler Fig has poor form. It has low canopy density and vitality. It is one sided.



11. Tree # 40 Royal Palm, *Roystonea* spp. Royal Palm is one sided. It is girdled by Strangler



Fig #39. Palm has lost half its fronds.

12. Tree # 46 Strangler Fig, *Ficus aurea*

Strangler Fig has wrapped and built itself around the trunk of a Melaleuca tree. The Ficus tree must be removed in order to remove the Melaleuca. Melaleuca stumps will resprout if herbicides



are not used to kill the stump.

13. Tree # 47 Royal Palm, *Roystonea* spp. Royal Palm has lost nearly half its frond and is



one sided.

14. Tree # 50 Coconut Palm, *Cocos nucifera*  
Coconut Palm has no significant defects.





15. Tree # 51 Royal Palm, *Roystonea* spp.  
Royal Palm has no significant defects.



16. Tree # 62 Royal Palm, *Roystonea* spp. Royal Palm has no significant



defects.

17. Tree # 63 Royal Palm, *Roystonea* spp. Royal Palm has major damage to the trunk at the



root crown.

Trip Generation  
For  
**Townhomes Development**  
3260 SW 44th St,  
Fort Lauderdale, FL 33312  
Prepared By  
Florida Consulting Engineers, Inc.



134 NW 16<sup>th</sup> St. Suite 1  
Boca Raton, FL 33432  
Phone: 561-353-1152  
Email: ZJ@flcengineers.com

2/1/2018

Zuhair Jalloul, P.E.  
Florida License No. 35416

FILE COPY



**Zuhair  
Jalloul** Digitally signed  
by Zuhair Jalloul  
Date:  
2018.02.01  
11:17:38 -05'00'

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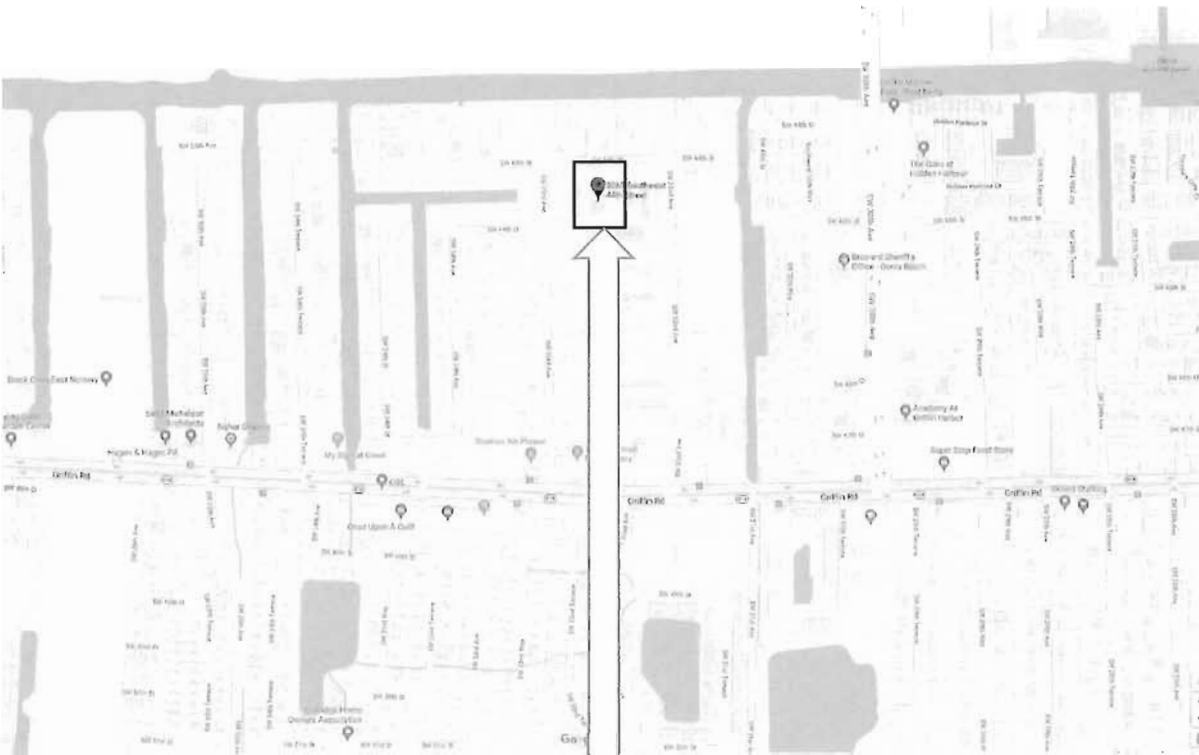
|                                                     |   |
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|-----------------------------------------------------|---|

## **Project Description**

The proposed residential development is known as Townhomes Development located on SW 44<sup>th</sup> St., with Griffin Rd, South State Rd 7 as major roads surrounding the property. The property is approximately 62,352 SF in size and proposed to consist of 15 townhouses.

The construction of the project is anticipated to commence in 2018 and completed within a year of commencement.

This report has been prepared to study the trip generated by the proposed development. In developing the scope and methodology of the report, data from the Institute of Transportation Engineers Trip Generation Manual, 9<sup>th</sup> Edition.



**Site Location**

# STUDY METHODOLOGY

## SECTION A: DEFINITION OF STUDY AREA

The study area, as defined by the Broward County, Traffic Division shall be a 2-mile radius of the site which includes all major roadways and intersections within the zone of influence.

## SECTION B: INVENTORY OF EXISTING FACILITIES

Roadways:

Griffin Road (818) classified as a two-way state road. The portion of Griffin Road, which located within the study area, is primarily a three lane one direction divided urban roadway. All of the lanes are 12' wide.

State Road 7 (SR7) classified as a two-way state road. The portion of State Road 7, which located within the study area, is primarily a three lane one direction divided urban roadway. All of the lanes are 12' wide.

## TRIP GENERATION

The Trip Generation for the proposed Townhomes Development developed by utilizing the Institute of Transportation Engineers Trip Generation Manual 9<sup>th</sup> Edition. The project will consist of 15 Residential townhomes units and analyzed as such.

In developing the Trip Generation Rates ITE Code 230 "Residential Condominium/ Townhouse" was used as stated above for the Peak Hour volume generations. The Trip Generation Rates for this development as follows:

Table 1, Trip Generation Rates

| Average Daily Peak Hour Traffic (For proposed units) |       |                        |                                           |
|------------------------------------------------------|-------|------------------------|-------------------------------------------|
| A.M. Peak Hour                                       |       |                        |                                           |
| Land Use                                             | Units | Rate/Equation          | Volume                                    |
| Townhouse (230)                                      | 15    | $LN(T)=0.8LN(X)+0.26$  | 11 vph<br>20% In- 2 vph<br>80% Out- 9 vph |
| P.M. Peak Hour                                       |       |                        |                                           |
| Land Use                                             | Units | Rate/Equation          | Volume                                    |
| Townhouse (230)                                      | 15    | $LN(T)=0.82LN(X)+0.32$ | 13 vph<br>65% In- 8 vph<br>35% Out- 5 vph |



## **CONCLUSION**

Gross peak trips generated due to the construction of 15 townhouses is 11 vph A.M. Peak Hour and 13 vph P.M. Peak Hour trips. The results of the report prepared for the proposed Townhomes Development residential apartments development indicate the project will have less than 50 peak hour trips, therefore, no traffic study will be required per Section 605-30(K),

## REFERENCES

1. Institute of Transportation Engineers, Trip Generation Manual, 9<sup>th</sup> Edition

**APPENDIX**  
*TRAFFIC DATA*

| Cat.          | Landuse                               | ITE Code | Unit          | Daily Rate/Equation           | Pass-By % | AM Peak Hour |                               | PM Peak Hour |                                  |
|---------------|---------------------------------------|----------|---------------|-------------------------------|-----------|--------------|-------------------------------|--------------|----------------------------------|
|               |                                       |          |               |                               |           | In/Out       | Rate/Equation                 | In/Out       | Rate/Equation                    |
| Industrial    | Light Industrial                      | 110      | 1000 S.F.     | 6.97                          | 10%       | 88/12        | 0.92                          | 12/88        | 0.97                             |
|               | Warehouse                             | 150      | 1000 S.F.     | 3.56                          | 10%       | 79/21        | 0.30                          | 25/75        | 0.32                             |
|               | Flex Space - IND FLU                  | PBC      | 1000 S.F.     | 7.85                          | 10%       | 64/36        | 1.53                          | 40/60        | 1.21                             |
|               | Flex Space - COM FLU                  | PBC      | 1000 S.F.     | 29.67                         | 45%       | 72/28        | 2.12                          | 40/60        | 2.67                             |
|               | Mini-Warehouse/SS                     | 151      | 1000 S.F.     | 2.50                          | 10%       | 55/45        | 0.14                          | 50/50        | 0.26                             |
| Residential   | Single Family Detached                | 210      | Dwelling Unit | 10                            | 0%        | 25/75        | 0.75                          | 63/37        | $\ln(T) = 0.90 \ln(X) + 0.51$    |
|               | Apartment                             | 220      | Dwelling Unit | 6.55                          | 0%        | 20/80        | $T = 0.49(X) + 3.73$          | 65/35        | 0.62                             |
|               | Condo/TH (Fee Simple)                 | 230      | Dwelling Unit | 6.65                          | 0%        | 17/83        | $\ln(T) = 0.80 \ln(X) + 0.26$ | 67/33        | $\ln(T) = 0.82 \ln(X) + 0.32$    |
|               | 55+ SF Detached                       | 251      | Dwelling Unit | 3.68                          | 0%        | 35/65        | 0.22                          | 61/39        | 0.27                             |
|               | 55+ SF Attached                       | 252      | Dwelling Unit | 3.44                          | 0%        | 34/66        | 0.2                           | 54/46        | 0.25                             |
|               | Congregate Care Facility              | 253      | Dwelling Unit | 2.02                          | 0%        | 59/41        | 0.06                          | 55/45        | 0.17                             |
|               | Assisted Living Facility              | 254      | Beds          | 2.66                          | 0%        | 65/35        | 0.14                          | 44/56        | 0.22                             |
|               | Hotel                                 | 310      | Rooms         | 8.17                          | 10%       | 59/41        | 0.53                          | 51/49        | 0.6                              |
| Ldg           | Movie Theater                         | 444      | Seats         | 18                            | 5%        | N/A          | 0                             | 60/40        | 0.144                            |
| Rec           | Health Club                           | 492      | 1000 S.F.     | 32.93                         | 5%        | 50/50        | 1.41                          | 57/43        | 3.53                             |
|               | Elementary School                     | 520      | Students      | 1.29                          | 0%        | 55/45        | 0.45                          | 49/51        | 0.15                             |
|               | Middle/Junior School                  | 522      | Students      | 1.62                          | 0%        | 55/45        | 0.54                          | 49/51        | 0.16                             |
|               | High School                           | 530      | Students      | 1.71                          | 0%        | 68/32        | 0.42                          | 47/53        | 0.13                             |
|               | Private School (K-8)                  | 534      | Students      | Use Private K-12 rate         | 0%        | 55/45        | 0.90                          | 47/53        | 0.19                             |
| Institutional | Private School (K-12)                 | 536      | Students      | 2.48                          | 0%        | 61/39        | 0.81                          | 43/57        | 0.17                             |
|               | Church/Synagogue <sup>a</sup>         | 560      | 1000 S.F.     | 9.11                          | 5%        | 62/38        | 0.56                          | 48/52        | 0.55                             |
|               | Day Care                              | 565      | 1000 S.F.     | 74.06                         | 50%       | 53/47        | 12.18                         | 47/53        | 12.34                            |
|               | Library                               | 590      | 1000 S.F.     | 56.24                         | 10%       | 71/29        | 1.04                          | 48/52        | 7.30                             |
|               | Hospital                              | 610      | 1000 S.F.     | 13.22                         | 10%       | 63/37        | 0.95                          | 38/62        | 0.93                             |
| Med           | Nursing Home                          | 620      | beds          | 2.74                          | 10%       | 69/31        | 0.17                          | 33/67        | 0.22                             |
| Office        | General Office                        | 710      | 1000 S.F.     | $\ln(T) = 0.76 \ln(X) + 3.68$ | 10%       | 88/12        | $\ln(T) = 0.80 \ln(X) + 1.57$ | 17/83        | 1.49                             |
|               | Medical Office                        | 720      | 1000 S.F.     | 36.13                         | 10%       | 79/21        | 2.39                          | 28/72        | $\ln(T) = 0.90 \ln(X) + 1.53$    |
|               | Medical Office (Reduced) <sup>b</sup> | PBC      | 1000 S.F.     | 18.07                         | 10%       | 79/21        | 1.2                           | 27/73        | $T = 1/2 \text{ Med. Office PM}$ |
|               | Government Office                     | 730      | 1000 S.F.     | 68.93                         | 10%       | 84/16        | 1.16                          | 31/69        | 1.21                             |

Figure 1, Trip Generation Manual, 9th Edition



City of Dania Beach, Florida  
Department of Community Development  
Planning and Zoning Division  
(954) 924-6805 X3643  
(954) 922-2687 Fax



### Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: \_\_\_\_\_

Date Rec'd: \_\_\_\_\_

Petition No.: \_\_\_\_\_

SP-123-17

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

**THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS.** Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 3260 SW 44 ST

Lot(s): 3-5 Block: 5 Subdivision: \_\_\_\_\_

Recorded Plat Name: \_\_\_\_\_

Folio Number(s): 504230020020 Legal Description: Revised plat of Cunal Groves 23-35B

Applicant/Consultant/Legal Representative (circle one) Bari Drone

Address of Applicant: 14954 SW 39 ST Davie FL 33331

Business Telephone: 786-222-6972 Home: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: Bari@thetileempire.com

Name of Property Owner: Bari Drone

Address of Property Owner: 14954 SW 39 ST Davie FL 33331

Business Telephone: 786-222-6972 Home: \_\_\_\_\_ Fax: \_\_\_\_\_

**Explanation of Request:** \_\_\_\_\_

For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: 1.43 Gross Acreage: \_\_\_\_\_ Prop. Square Footage: \_\_\_\_\_

Existing Use: \_\_\_\_\_ Proposed Use: Multi Family

Is property owned individually, by a corporation, association, or a joint venture? Individually.

**AUTHORIZED REPRESENTATIVE**

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize \_\_\_\_\_ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

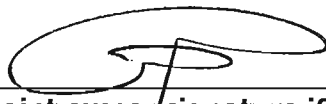
STATE OF FLORIDA  
COUNTY OF BROWARD  
The foregoing instrument  
was acknowledged

By: Bari Drone   
(Owner / Agent signature\*)

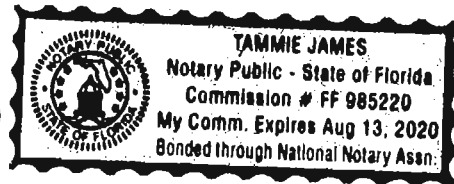
BEFORE ME THIS 29 DAY OF 11, 2017

By:

Bari Drone  
(Print name of person acknowledging)

  
(Joint owner signature if applicable)

Notary Tammie James  
(Signature of Notary Public - State of FL)



Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of identification produced: \_\_\_\_\_ or Drivers License D660-060-67-383-0

\*If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).

***NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.***

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF  
BEFORE PROCESSING OCCURS.***

## City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

### INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

| APPLICATION TYPE                                                              | FEE                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>LAND USE</b>                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Assignment of Flex Units or Acreage                                           | Filing fee = \$4,000.00 plus \$5.00 per flex, reserve or LAC/RAC unit or hotel room or \$100 per acre or portion of such area<br><i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>                                                                                                                                                                                                                |
| Change of Land Use                                                            | Filing fee = \$7,000.00, plus \$500.00 per acre or portion of area<br><i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>                                                                                                                                                                                                                                                                           |
| <b>ZONING</b>                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Change of Zoning (Rezoning)                                                   | Less than 2 acres - \$2,500.00<br>Greater than 2 acres - \$6,000.00<br><i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>                                                                                                                                                                                                                                                                          |
| Zoning Code Text Change                                                       | Changing the list of Permitted Uses - \$6,000.00<br>General Text - \$2,000.00<br><i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>                                                                                                                                                                                                                                                                |
| <b>PLAT</b>                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Delegation Request                                                            | (Perimeter) Filing fee = \$2550.00 plus \$50.00 per acre or portion of such area<br>(Subdivision) Filing fee = \$2550.00 plus \$100 per acre or portion of such area<br><i>Includes Staff processing, 2 review cycles, advertising and notice costs</i><br>\$1,500.00<br><i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>                                                                        |
| <b>SITE PLAN</b>                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Residential, Hotel, Condo-Hotel, Time-Share, Motel                            | <b>Filing fee</b> = \$1,000.00 <b>PLUS</b> \$10.00 per unit<br><b>Plus</b> an initial retainer for cost recovery of consultant services of \$5,000.00. Additional consultant service fees may be required.<br><b>Minimum fee = \$6,100.00</b><br><i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>                                                                                                |
| All other uses                                                                | <b>Filing fee</b> = \$1,000.00 <b>PLUS</b> the following:<br>\$5.00 : 100 s.f. for 1 <sup>st</sup> 10,000 s.f., \$2.00 : 100 s.f. in excess of 10,000 s.f.<br><b>Plus</b> an initial retainer for cost recovery of consultant services of \$4,000.00. Additional consultant service fees may be required.<br><b>Minimum fee = \$5,500.00</b><br><i>Includes Staff processing, 2 review cycles, advertising and notice costs</i> |
| Site Plan Revisions                                                           | \$2,500.00 - <i>Includes staff processing and up to 2 review cycles.</i><br><i>Additional variances associated with any revision to a site plan are charged according to the associated variance type.</i>                                                                                                                                                                                                                      |
| Extension of Approval(s)<br>(Site plan, variance, special exception requests) | \$1,250.00 – Single Extension ( <b>PLUS</b> ) an additional \$ 250.00 for each associated approval                                                                                                                                                                                                                                                                                                                              |

## City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

### INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

|                                                                                  |                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SPECIAL EXCEPTION</b>                                                         |                                                                                                                                                                                                                                                                   |
| SPECIAL EXCEPTION<br>(Excluding cell towers)                                     | Filing fee = \$3,700.00 plus \$200.00 per acre or portion of such area<br><i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>                                                                                                         |
| SPECIAL EXCEPTION<br>(Cellular Towers)                                           | Filing fee = \$4,000<br><i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>                                                                                                                                                           |
| <b>Additional Resubmittal</b><br>(In addition to the standard (2) review cycles) | Any additional review or public notice required by staff or professional consultants due to the negligence of the applicant will be charged to the applicant as per Article 685-10 Cost recovery for Development Review of the Dania Beach Land Development Code. |
| <b>VARIANCES, APPEALS &amp; WAIVERS</b>                                          |                                                                                                                                                                                                                                                                   |
| Administrative, Single Family                                                    | \$ 300.00                                                                                                                                                                                                                                                         |
| Administrative, all other                                                        | \$ 500.00                                                                                                                                                                                                                                                         |
| Single Family/Community Facility                                                 | \$ 490.00                                                                                                                                                                                                                                                         |
| Duplex                                                                           | \$1,050.00                                                                                                                                                                                                                                                        |
| Triplex                                                                          | \$1,150.00                                                                                                                                                                                                                                                        |
| Multifamily, Hotel, Condo-Hotel (per variance)                                   | \$2,300.00                                                                                                                                                                                                                                                        |
| Nonres. (per variance)                                                           | \$2,000.00                                                                                                                                                                                                                                                        |
| Wall Sign                                                                        | \$ 700.00                                                                                                                                                                                                                                                         |
| Monument Sign                                                                    | \$1,200.00                                                                                                                                                                                                                                                        |
| Pole Sign (As permitted)                                                         | \$2,400.00                                                                                                                                                                                                                                                        |
| Appeal (single family & comm fac)                                                | \$ 650.00                                                                                                                                                                                                                                                         |
| Appeal (all other uses)                                                          | \$1,925.00                                                                                                                                                                                                                                                        |
| Dumpster Appeal to Com. Dev. Dir.                                                | \$ 200.00                                                                                                                                                                                                                                                         |
| Dumpster Appeal to City Com.                                                     | \$ 500.00                                                                                                                                                                                                                                                         |
| Alcoholic Beverage Variance                                                      | \$1,250.00                                                                                                                                                                                                                                                        |
| Mobility                                                                         | \$1,400.00                                                                                                                                                                                                                                                        |
| Trafficway Waiver                                                                | \$4,000.00                                                                                                                                                                                                                                                        |
| Vacation – Road/Easement                                                         | \$3,500.00                                                                                                                                                                                                                                                        |
| Alcohol Extended Hours<br>License Application                                    | \$2,250.00                                                                                                                                                                                                                                                        |
| Alcoholic Beverage Waiver                                                        | \$1,000.00                                                                                                                                                                                                                                                        |
| Zoning Review: State Liquor License                                              | \$ 50.00                                                                                                                                                                                                                                                          |
| Outdoor Seating/Dinning                                                          | \$ 100.00                                                                                                                                                                                                                                                         |
| Assisted Living Facility                                                         | \$ 65.00                                                                                                                                                                                                                                                          |
| CRA Grant Application                                                            | \$ 800.00 <i>(up to this amount based on scope of work)</i>                                                                                                                                                                                                       |
| UNSPECIFIED                                                                      | \$ 500.00 <b>PLUS</b> any outside costs incurred by the city as per "Section 685-10"                                                                                                                                                                              |

Revised – 8-23-11 As per City Commission Approval Resolution #2011-090



**MARINE ADVISORY BOARD  
MEMBERSHIP  
Thursday, April 05, 2018**

| <b>Name/Address<br/>Phone Number</b>                                                                                                                                                                                                | <b>Date Appointed</b> | <b>Term</b>                               | <b>Commission<br/>Appointment</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------------------------|-----------------------------------|
| Antony Thackham<br>705 NW 8 <sup>th</sup> Street<br>Dania Beach, FL 33004<br>954-214-6136<br><a href="mailto:tonythackham@comcast.net">tonythackham@comcast.net</a>                                                                 | November 21,<br>2016  | November 2016<br>through<br>November 2018 | Salvino                           |
| Glenn Harrington<br>4641 SW 30 <sup>th</sup> Way<br>Dania Beach, FL 33312<br>954-393-9318<br>754-263-7354<br><a href="mailto:glenn.harrington@lmppro.com">glenn.harrington@lmppro.com</a>                                           | January 24, 2017      | November 2016<br>through<br>November 2018 | Salvino                           |
| Joe White<br>4541 SW 27 Terrace<br>Dania Beach, FL 33312<br>954-873-5300<br><a href="mailto:captjoewhite@aol.com">captjoewhite@aol.com</a>                                                                                          | December 13, 2016     | November 2016<br>through<br>November 2018 | Salvino                           |
| Chris Barile<br>5099 SW 28 <sup>th</sup> Avenue<br>Dania Beach, FL 33312<br>954-989-8260 (Home)<br>954-494-1920 (Cell)<br><a href="mailto:chrisbarile@bellsouth.net">chrisbarile@bellsouth.net</a>                                  | January 10, 2017      | November 2016<br>through<br>November 2018 | Brandimarte                       |
| Arthur J. Perseo<br>141 SE 3 <sup>rd</sup> Avenue, #305<br>Dania Beach, FL 33004<br>954-925-7023 (H)<br>954-328-2471 (Cell)<br><a href="mailto:artster14@yahoo.com">artster14@yahoo.com</a>                                         | January 10, 2017      | November 2016<br>through<br>November 2018 | Brandimarte                       |
| Carol Stokrocki<br>450 SE 7 <sup>th</sup> Street, #246<br>Dania Beach, FL 33004<br>954-482-2724<br><a href="mailto:cstokrocki@att.net">cstokrocki@att.net</a><br><a href="mailto:cstokrocki@hotmail.com">cstokrocki@hotmail.com</a> | January 10, 2017      | November 2016<br>through<br>November 2018 | Brandimarte                       |

**MARINE ADVISORY BOARD  
MEMBERSHIP  
Thursday, April 05, 2018**

| <b>Name/Address<br/>Phone Number</b>                                                                                                                                                | <b>Date Appointed</b> | <b>Term</b>                               | <b>Commission<br/>Appointment</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------------------------|-----------------------------------|
| Linda Barber<br>75 Gulfstream Road, Apt. 305<br>Dania Beach, FL 33004<br>954-328-8163<br>954-940-4969<br><a href="mailto:Linda.barber1103@gmail.com">Linda.barber1103@gmail.com</a> | December 13, 2016     | November 2016<br>through<br>November 2018 | James                             |
| Luz Ortiz<br>224 NW 13 Court<br>Dania Beach, FL 33004<br>754-423-9425<br>908-290-2564<br><a href="mailto:ortiz.luz46@yahoo.com">ortiz.luz46@yahoo.com</a>                           | February 13, 2018     | November 2016<br>through<br>November 2018 | James                             |
|                                                                                                                                                                                     |                       | November 2016<br>through<br>November 2018 | James                             |
| Gregory Galyo<br>4496 SW 37 Avenue<br>Fort Lauderdale, FL 33312<br>904-476-7252<br>954-397-1112<br><a href="mailto:ggalyo@gmail.com">ggalyo@gmail.com</a>                           | January 24, 2017      | November 2016<br>through<br>November 2018 | Grace                             |
| Ronald Brozic<br>634 NE 3 <sup>rd</sup> Street<br>Dania Beach, FL 33004<br>954-923-6632<br>954-602-0592<br><a href="mailto:rbrozic@bellsouth.net">rbrozic@bellsouth.net</a>         | December 13, 2016     | November 2016<br>through<br>November 2018 | Grace                             |
| Clive Taylor<br>642 NE 3 <sup>rd</sup> Street<br>Dania Beach, FL 33004<br>954-923-4439 (Home)<br>954-830-8855 (Cell)<br><a href="mailto:cetriumph@aol.com">cetriumph@aol.com</a>    | November 21,<br>2016  | November 2016<br>through<br>November 2018 | Grace                             |

**MARINE ADVISORY BOARD  
MEMBERSHIP  
Thursday, April 05, 2018**

| <b>Name/Address<br/>Phone Number</b>                                        | <b>Date Appointed</b> | <b>Term</b>                               | <b>Commission<br/>Appointment</b> |
|-----------------------------------------------------------------------------|-----------------------|-------------------------------------------|-----------------------------------|
|                                                                             |                       | November 2016<br>through<br>November 2018 | Harris                            |
| Richard Croker<br>186 NE 6th Court<br>Dania Beach, FL 33004<br>954-662-4874 | January 9, 2018       | November 2016<br>through<br>November 2018 | Harris                            |
|                                                                             |                       | November 2016<br>through<br>November 2018 | Harris                            |

## **Marine Advisory Board – Attendance 2017**

### **Commission**

#### **Appointment**

Grace – 11/21/2016  
Brandimarte – 1/10/2017  
Salvino – 1/24/2017  
Grace – 12/13/2016  
Brandimarte – 1/10/2017  
Salvino – 11/21/2016  
Salvino – 12/13/2016

James – 12/13/2016

Brandimarte – 1/10/2017

### **January 18, 2017**

#### **Present:**

Clive Taylor  
Chris Barile  
Glenn Harrington  
Ronald Brozic  
Carol Stokrocki  
Antony Thackham  
Joe White

#### **Absent:**

Linda Barber  
Brenda Blackmon  
Rodney Sims

#### **Excused:**

Arthur Perseo

### **February 2017**

Regular MAB meeting was cancelled as the Broward County Municipal Marine Summit was held on February 8, 2017. Attendance was encouraged but not required. Below reflects those who attended.

Chris Barile  
Linda Barber  
Ron Brozic  
Ryan Stone  
Peggy McKenna  
Arty Perseo  
Carol Stokrocki  
Tony Thackham  
Clive Taylor

### **March 15, 2017**

#### **Present:**

|                         |                     |
|-------------------------|---------------------|
| Salvino – 11/21/2016    | Tony Thackham       |
| Grace – 11/21/2016      | Clive Taylor        |
| Salvino – 12/13/2016    | Joe White           |
| Brandimarte – 1/10/2017 | Chris Barile        |
| Brandimarte – 1/10/2017 | Carol Stokrocki     |
| James – 1/24/2017       | Ryan Stone          |
| Grace – 12/13/2016      | Ronald Brozic       |
| Harris – 1/24/2017      | Peggy McKenna       |
| Harris – 1/24/2017      | Sheldon Snyder      |
| James – 12/13/2016      | Linda Barber (late) |

Grace – 1/24/2017  
Salvino – 1/24/2017  
Harris – 2/28/2017

Brandimarte – 1/10/2017

**Excused:**

Gregory Galyo  
Glenn Harrington  
Joyce Greene

**Unexcused:**

Arthur Perseo

**April 19, 2017**

James – 12/13/2016  
Salvino – 11/21/2016  
Salvino – 12/13/2016  
Brandimarte – 1/10/2017  
Grace – 11/21/2016  
Brandimarte – 1/10/2017  
Brandimarte – 1/10/2017  
Harris – 1/24/2017  
Harris – 1/24/2017  
Grace – 1/24/2017  
James – 3/14/2017  
Grace – 12/13/2016

James – 1/24/2017

Harris – 2/28/2017  
Salvino – 1/24/2017

**Present:**

Linda Barber  
Tony Thackham  
Joe White  
Chris Barile  
Clive Taylor  
Carol Stokrocki  
Arthur Perseo  
Peggy McKenna  
Sheldon Snyder  
Greg Galyo  
Jonathon Porcelli  
Ronald Brozic

**Excused:**

Ryan Stone

**Unexcused:**

Joyce Greene  
Glenn Harrington

**May 17, 2017**

James – 12/13/2016  
James – 1/24/2017  
Salvino – 1/24/2017  
Salvino – 12/13/2016  
Brandimarte – 1/10/2017  
Grace – 11/21/2016  
Grace – 12/13/2016  
Brandimarte – 1/10/2017  
Harris – 1/24/2017

Grace – 1/24/2017  
Brandimarte – 1/10/2017  
Harris – 1/24/2017

Harris – 2/28/2017  
Salvino – 11/21/2016  
James – 3/14/2017

**Present:**

Linda Barber  
Ryan Stone  
Glenn Harrington  
Joe White  
Chris Barile  
Clive Taylor  
Ronald Brozic  
Arthur Perseo  
Sheldon Snyder

**Excused:**

Greg Galyo  
Carol Stokrocki  
Peggy McKenna

**Unexcused:**

Joyce Greene  
Tony Thackham  
Jonathon Porcelli

**June 21, 2017**

**Present:**

James – 12/13/2016  
Salvino – 1/24/2017  
Salvino – 12/13/2016  
Brandimarte – 1/10/2017  
Grace – 11/21/2016  
Grace – 12/13/2016  
Brandimarte – 1/10/2017  
Harris – 1/24/2017  
Salvino – 11/21/2016  
Harris – 1/24/2017  
Brandimarte – 1/10/2017  
James – 1/24/2017  
Harris – 2/28/2017

Linda Barber  
Glenn Harrington  
Joe White  
Chris Barile  
Clive Taylor  
Ronald Brozic  
Arthur Perseo  
Sheldon Snyder  
Tony Thackham  
Peggy McKenna  
Carol Stokrocki  
Ryan Stone  
Joyce Greene

**Excused:**

Jonathon Porcelli

**Unexcused:**

Greg Galyo

James – 3/14/2017

Grace – 1/24/2017

**July 2017**

No meeting: Summer recess

**August 2017**

No meeting: Summer recess

**September 2017**

No meeting: Cancelled

**October 18, 2017**

**Present:**

James – 12/13/2016  
James – 1/24/2017  
Salvino – 1/24/2017  
Brandimarte – 1/10/2017  
Brandimarte – 1/10/2017  
Grace – 11/21/2016  
Grace – 12/13/2016  
Grace – 1/24/2017  
Salvino – 11/21/2016  
Harris – 1/24/2017

Linda Barber  
Ryan Stone  
Glenn Harrington  
Carol Stokrocki  
Chris Barile  
Clive Taylor  
Ronald Brozic  
Greg Galyo  
Tony Thackham  
Peggy McKenna

**Excused:**

Joyce Greene

Arthur Perseo

**Unexcused:**

Joe White

Harris – 2/28/2017

Brandimarte – 1/10/2017

Salvino – 12/13/2016

James – 3/14/2017  
Harris – 1/24/2017

Jonathon Porcelli  
Sheldon Snyder

### **November 15, 2017**

#### **Present:**

James – 12/13/2016  
James – 1/24/2017  
Salvino – 1/24/2017  
Brandimarte – 1/10/2017  
Grace – 11/21/2016  
Grace – 1/24/2017  
Harris – 1/24/2017  
Salvino – 12/13/2016

Linda Barber  
Ryan Stone  
Glenn Harrington  
Carol Stokrocki  
Clive Taylor  
Greg Galyo  
Peggy McKenna  
Joe White

#### **Excused:**

Salvino – 11/21/2016  
Brandimarte – 1/10/2017

Tony Thackham  
Arthur Perseo

#### **Unexcused:**

Brandimarte – 1/10/2017  
Grace – 12/13/2016  
Harris – 2/28/2017  
James – 3/14/2017  
Harris – 1/24/2017

Chris Barile  
Ronald Brozic  
Joyce Greene  
Jonathon Porcelli  
Sheldon Snyder

### **December 2017**

#### **Present:**

Brandimarte – 1/10/2017  
Grace – 1/24/2017  
Salvino – 1/24/2017  
Grace – 12/13/2016  
Salvino – 12/13/2016  
Salvino – 11/21/2016  
Grace – 11/21/2016

Arthur Perseo  
Greg Galyo  
Glenn Harrington  
Ronald Brozic  
Joe White  
Tony Thackham  
Clive Taylor

#### **Excused:**

Brandimarte – 1/10/2017  
James – 12/13/2016  
Brandimarte – 1/10/2017  
Harris – 1/24/2017

Carol Stokrocki  
Linda Barber  
Chris Barile  
Peggy McKenna

#### **Unexcused:**

James – 1/24/2017  
Harris – 2/28/2017  
Harris – 1/24/2017  
James – 3/14/2017

Ryan Stone  
Joyce Greene  
Sheldon Snyder  
Jonathon Porcelli

## MARINE ADVISORY BOARD ATTENDANCE 2018

January 2018 - no quorum; no meeting

February 2018 was the Annual County-wide summit. Attendance by City MAB members is encouraged but not required. However, Clive Taylor, DB MAB Chair, is a member of the County MAB and did attend.

March 2018

James – 12/13/2016  
Salvino – 11/21/2016  
Salvino – 12/13/2016  
Brandimarte – 1/10/2017  
Grace – 11/21/2016  
Brandimarte – 1/10/2017  
Grace – 1/24/2017

**Present:**

Linda Barber  
Tony Thackham  
Joe White  
Chris Barile  
Clive Taylor  
Carol Stokrocki  
Greg Galyo

**Excused:**

Salvino – 1/24/2017

Glenn Harrington

**Unexcused:**

Brandimarte – 1/10/2017  
Harris – 1/24/2017  
James – 3/14/2017  
Grace – 12/13/2016  
James – 1/24/2017

Arthur Perseo  
Sheldon Snyder  
Jonathon Porcelli  
Ronald Brozic  
Ryan Stone