

CITY OF DANIA BEACH CITY COMMISSION MEETING
APRIL 13, 2021 at 7:00 PM
VIRTUAL MEETING AND PUBLIC COMMENTS PROCEDURE

The City of Dania Beach City Commission will be conducting a “Virtual” City Commission Meeting utilizing communications media technology (“CMT”), in accordance with Ordinance 2021-012, adopted February 9, 2021, and City Manager’s Order Adopting Rules for Use of Communications Media Technology for Public Meetings During Health Emergency, related to conducting public meetings while under the public health emergency related to the spread of Novel Coronavirus Disease 2019 (COVID-19). City Hall building is closed to the public.

Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions on how to attend and participate in virtual City Commission meetings. Public access to this virtual meeting can be accomplished as follows:

- Watch Meeting on the City’s YouTube Channel at www.daniabeachfl.gov/2654/Watch-DaniaTV
- Watch Meeting on Comcast Cable Channel 78
- Join the Meeting virtually or by telephone using RingCentral Meetings

Any member of the public wishing to comment publicly on any matter including on specific agenda items can do so by one of the following options:

Before 2:00 p.m. on the day of the meeting, comments can be submitted into the record by using the following link:

<https://daniabeach.seamlessdocs.com/f/PublicSpeakingFormCityCommission> *(all public comments submitted will be provided to the City Commission prior to the meeting and will be attached to the minutes of this meeting and become part of the official record)*

Participating in a public meeting using the video conference platform:

- Virtual attendance: download and install RingCentral Meetings and join using the meeting ID; to be recognized during public comment, click “Raise my hand” in the software
- Telephone attendee: dial meeting phone number and enter meeting ID; to be recognized during public comment, dial *9 to raise your hand

For more information about this City Commission meeting or submitting a public comment at the meeting, please contact:

Thomas Schneider, City Clerk
City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004
954-924-6800 | tschneider@daniabeachfl.gov

NOTICE: This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-924-6800 ext. 3624, no later than two days prior to such proceeding. Anyone wishing to appeal any decision made by the Dania Beach City Commission with respect to any matter considered at such 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. Agenda items may be viewed online at www.daniabeachfl.gov.

**Instructions for Participating and Viewing
City of Dania Beach Virtual City Commission Meeting
April 13, 2021 at 7:00 PM**

Through the City's Website:

Please click the link below:

www.daniabeachfl.gov/2654/Watch-DaniaTV

Through Comcast Channel 78:

If you are a Comcast/Xfinity customer, please go to Channel 78 to view the meeting.

Before 2:00 p.m. on the day of the meeting, submit Public Comments by clicking this link:

<https://daniabeach.seamlessdocs.com/f/PublicSpeakingFormCityCommission> *(all public comments submitted will be provided to the City Commission prior to the meeting and will be attached to the minutes of this meeting and become part of the official record).*

Options for Viewing and Participating in the Meeting Using RingCentral Meetings software

Visit <https://www.ringcentral.com/apps/rc-meetings> to download and install the software on your device

Use this meeting link to join as an attendee:

<https://meetings.ringcentral.com/j/1453918577>

Using your telephone – for higher quality, dial a number based on your current US location:

+1(312)2630281
+1(470)8692200 (US East)
+1(646)3573664
+1(773)2319226 (US North)
+1(213)2505700
+1(346)9804201
+1(469)4450100 (US South)
+1(623)4049000 (US West)
+1(650)2424929
+1(720)9027700 (US Central)

Enter the meeting ID: 145-391-8577

To raise hand and be acknowledged to speak:

1. Users who call in can dial *9 to raise their hand
2. If using the meeting software, to raise hand click or tap "Participants", then choose the option to raise hand.
3. Once you have been selected to speak, you may be prompted to unmute your device or this will be done for you.

AGENDA
DANIA BEACH CITY COMMISSION
VIRTUAL REGULAR MEETING
TUESDAY, APRIL 13, 2021 - 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 TWO HUNDRED FIFTY DOLLARS (\$250.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019; AMENDED BY ORDINANCE #2019-019)

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.

DECORUM POLICY FOR MEETINGS OF THE CITY COMMISSION
OF THE CITY OF DANIA BEACH, FLORIDA:

INDIVIDUALS WHO WISH TO MAKE ANY "CITIZEN'S COMMENTS" UNDER THAT PORTION OF THE CITY COMMISSION AGENDA, OR WHO OTHERWISE WANT TO ADDRESS THE CITY COMMISSION, MUST FIRST BE REGISTERED WITH THE CITY CLERK (FORMS ARE AVAILABLE OUTSIDE OF THE CITY COMMISSION CHAMBERS AND MUST BE GIVEN TO THE CLERK BEFORE THE MEETING). OTHERS WHO WANT TO ADDRESS THE COMMISSION ON ANY MATTERS MUST FIRST BE RECOGNIZED BY THE MAYOR. ALL SUCH PERSONS MUST USE THE PODIUM IN THE COMMISSION CHAMBER. NO MORE THAN ONE PERSON AT A TIME MAY ADDRESS THE COMMISSION FROM THE PODIUM. COMMENTS ARE ONLY TO BE MADE TO THE CITY COMMISSION AND ARE NOT TO BE DIRECTED TO THE AUDIENCE OR CITY STAFF.

NO INDIVIDUAL SHALL MAKE ANY SLANDEROUS OR UNDULY REPETITIVE REMARKS, OR ENGAGE IN ANY OTHER FORM OF BEHAVIOR THAT DISRUPTS OR IMPEDES THE ORDERLY CONDUCT OF THE MEETING, AS DETERMINED BY THE MAYOR. NO INDIVIDUAL MAY SPEAK DIRECTLY TO OR ADDRESS THE MAYOR, CITY COMMISSIONER OR CITY STAFF: COMMENTS ARE TO BE ONLY DIRECTED TO THE COMMISSION AS A WHOLE. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OF OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE PERMITTED IN THE COMMISSION CHAMBER.

IF ANY PERSON'S CONDUCT AS DETERMINED BY THE MAYOR IS FOUND TO BE DISRUPTIVE OR INTERFERES WITH THE ORDERLY CONDUCT OF THE MEETING, THE PERSON MAY BE ASKED BY THE MAYOR TO LEAVE THE COMMISSION CHAMBERS; IF THE PERSON DOES NOT LEAVE AND THE CONDUCT PERSISTS, THE CITY POLICE DEPARTMENT WILL BE REQUESTED TO ESCORT THE INDIVIDUAL FROM THE CITY COMMISSION CHAMBERS.

ALL CELLULAR TELEPHONES ARE TO BE SILENCED DURING THE MEETING. ALL PERSONS EXITING THE COMMISSION CHAMBER SHALL DO SO QUIETLY. (RESOLUTION #2020-032)

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

1. Summer Job Program - requested by Mayor James
2. Memorial Tree Program presentation by Fernando J. Rodriguez, Public Services Director
3. Presentation on 2021 High School Voter Registration Drive by Joe Scott, Broward County Supervisor of Elections

4. PROCLAMATIONS

1. Earth Day - Mayor James
2. World Autism Awareness Month & Day - Mayor James

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 March 23, 2021 Virtual City Commission Meeting

2. Travel Requests: None
3. RESOLUTION NO. 2021-044

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES TO BE PURCHASED FROM CHEN MOORE AND ASSOCIATES FOR PROFESSIONAL PLANNING, DESIGNING, BIDDING ASSISTANCE AND CONSTRUCTION ENGINEERING SERVICES IN THE AMOUNT OF ONE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED FORTY DOLLARS (\$122,740.00) FOR THE SOUTHWEST 54th COURT DRAINAGE IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. RESOLUTION NO. 2021-045

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING CONSTRUCTION ENGINEERING SERVICES AND BIDDING ASSISTANCE TO BE PROVIDED BY CHEN MOORE AND ASSOCIATES (CMA) FOR THE SOUTHWEST 52ND STREET DRAINAGE PROJECT IN THE AMOUNT OF FORTY SEVEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$47,750.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2021-046

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE USE OF A SOLE SOURCE VENDOR, WAPRO, INC., FOR PURCHASING WASTOP BACKFLOW PREVENTION VALVES IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) AND TO EXCEED THE CITY'S ANNUAL VENDOR PURCHASING THRESHOLD AMOUNT OF TWENTY FIVE THOUSAND (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2021-047

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PUBLIC SERVICES DEPARTMENT TO WAIVE THE FORMAL BID PROCESS TO UTILIZE THE CITY OF BOCA RATON CONTRACT NO. 2016-008 WITH GARDENING ANGEL NURSERY, INC. FOR CITY-WIDE TREE PROVISION AND PLANTING SERVICES, WHICH PURCHASES WILL EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7. RESOLUTION NO. 2021-048

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ESTABLISHING A SCHEDULE OF FEES FOR THE PARKS AND RECREATION DEPARTMENT FOR THE SUMMER CAMP PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

8. RESOLUTION NO. 2021-049

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A FOURTH AMENDMENT TO THE LOAN AGREEMENT EXISTING BETWEEN THE CITY OF DANIA BEACH, COMMUNITY REDEVELOPMENT AGENCY (CRA) AND BROWARD COUNTY, FLORIDA ("COUNTY" OR "LENDER") TO INCREASE THE TIME FOR CALCULATING THE COUNTY'S SHARE OF THE NET INCREASE IN THE TAX BASE DUE TO SPECIFIC REDEVELOPMENT PROJECT(S), FOR PURPOSES OF CONVERTING THE TERM OF THE LOAN TO A GRANT, FROM TWENTY (20) TO THIRTY (30) YEARS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager)*

8. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2021-050

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 21-003 OCEAN PARK INTERIM DRAINAGE IMPROVEMENTS PROJECT TO A.D.A. ENGINEERING, INC. IN THE AMOUNT OF TWO HUNDRED FIFTY-THREE THOUSAND SEVEN HUNDRED FORTY-EIGHT DOLLARS AND FORTY-FOUR CENTS (\$253,748.44); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

2. RESOLUTION NO. 2021-051

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) 21-002 CITYWIDE SPEED HUMP IMPROVEMENT PROJECT– PHASE I TO MIGUEL LOPEZ JR., INC. IN THE AMOUNT OF ONE HUNDRED THIRTY-SEVEN THOUSAND FOURTEEN DOLLARS (\$137,014.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

3. RESOLUTION 2021-052

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 21-005 DANIA COVE/SOUTHWEST 25TH TERRACE DRAINAGE IMPROVEMENTS PROJECT TO MIGUEL LOPEZ JR, INC. IN THE AMOUNT OF ONE HUNDRED SEVENTY-ONE THOUSAND TWO HUNDRED TWELVE DOLLARS AND SEVENTY-FIVE CENTS (\$171,212.75); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. RESOLUTION NO. 2021-053

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO RANK DESIGN CONSULTANTS FOR A REQUEST FOR QUALIFICATIONS PROCESS (“RFQ”) NO. 20-008 FOR ENGINEERING CONSULTING SERVICES FOR DESIGNING OF (9) SEWER LIFT STATIONS AND EMERGENCY BACK UP GENERATORS AND AUTHORIZE CONTRACT NEGOTIATIONS TO BEGIN WITH THE TOP RANKED CONSULTANT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN

EFFECTIVE DATE. *(Public Services)*

9. PUBLIC HEARINGS

10. DISCUSSION AND POSSIBLE ACTION

1. Homelessness initiative - Commissioner Lewellen
2. Possible park land acquisition - Commissioner Lewellen

11. COMMISSION COMMENTS

1. Commissioner Davis
2. Commissioner Lewellen
3. Commissioner Odman
4. Vice-Mayor Salvino
5. Mayor James

12. APPOINTMENTS

1. Broward League of Cities 2021-2022 Director Appointments
 - 1 Director
 - 1 Alternate
 - 1 Second Alternate
2. Airport Advisory Board
 - Mayor James - 2 appointments
 - Commissioner Davis - 1 appointment
3. Creative Arts Council Advisory Board
 - Commissioner Davis - 1 appointment
4. Education Advisory Board
 - Commissioner Davis - 1 appointment
 - Commissioner Odman - 1 appointment
5. General Employees Pension Board
 - 1 Commission Appointment for a term beginning June 22, 2020 and ending June 22, 2022

6. Green Advisory Board
Mayor James - 1 appointment
7. Marine Advisory Board
Mayor James - 1 appointment
Commissioner Davis - 1 appointment
8. Parks, Recreation and Community Affairs Advisory Board
Commissioner Lewellen - 1 appointment

13. ADMINISTRATIVE REPORTS

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

Thursday, April 15, 2021 - 5:30 p.m.
Tuesday, April 27, 2021 - 7:00 p.m.
Tuesday, May 11, 2021 - 5:30 p.m.
Tuesday, May 11, 2021 - 7:00 p.m.

Strategic Plan Session
City Commission Meeting
CRA Board Meeting
City Commission Meeting

14. ADJOURNMENT

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, the first Earth Day was held on April 22, 1970, when San Francisco activist John McConnell and Wisconsin Senator Gaylord Nelson separately asked Americans to join in a grassroots demonstration. Dealing with dangerously serious issues concerning toxic drinking water, air pollution, and the effects of pesticides, an impressive 20 million Americans—10% of the population—ventured outdoors and protested together; and

WHEREAS, Earth Day 2021 will mark the 51st anniversary of this holiday. Typically, Earth Day is assigned a different theme or area of focus each year; this year's theme is "**Restore Our Earth**"; and

WHEREAS, as we all continue to deal with the ongoing Coronavirus pandemic, we are reminded of the importance of maintaining a clean and healthy environment. The global community faces extraordinary challenges such as global health issues, food and water shortages, and economic struggles. All people, regardless of race, gender, income, or geography have a right to a healthy, sustainable environment as well as economic growth and opportunity; and

WHEREAS, enhancing and improving our green economy will require cooperation across all sectors of society. We are all caretakers of our planet and have an obligation to combat climate change and environmental degradation to preserve the Earth's beauty as well as its resources; and

WHEREAS, this obligation extends not only to today's caretakers but also to future generations who will inherit our planet. On the 51st Anniversary of Earth Day, the City of Dania Beach is committed to building on the successes we have achieved so far and look to support this issue of environmental protection through local activism and raising local awareness.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Tamara James, Mayor of the City of Dania Beach, Florida, do hereby proclaim Thursday, April 22, 2021 as

Earth Day

in the City of Dania Beach and strongly encourage all our citizens to join with me in acknowledging this event and participate suitably in its observance.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



TAMARA JAMES
MAYOR

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, autism, the fastest growing developmental disability in the United States, is an urgent public health crisis that demands a national response, and Autism Awareness Month is a chance to encourage our residents to become educated and informed about programs, services and opportunities to support individuals with autism; and

WHEREAS, Autism Spectrum Disorder (ASD) represents a broad group of disorders that vary widely from mild to severe and is characterized by difficulty with social interaction, communication, and severely limited interests and repetitive behaviors; and

WHEREAS, in recognition of the growing needs of the worldwide autistic community and to raise awareness about autism spectrum disorders and the need to provide services to individuals and families who are affected, the United Nations has sanctioned April 2 as World Autism Awareness Day; and

WHEREAS, Autism Speaks, an organization dedicated to enhancing lives today and accelerating a spectrum of solutions for tomorrow, promotes the awareness of autism worldwide; and

WHEREAS, in light of the growing impact of autism spectrum disorders and the need for greater awareness, Autism Speaks holds their "Light It Up Blue!" campaign on World Autism Awareness Day, designed to increase awareness about autism by asking participating organizations to turn their lights blue; and

WHEREAS, the City of Dania Beach is honored to take part in the annual observance of Autism Awareness Month and World Autism Awareness Day in hope that it will lead to a better understanding of the disorder.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Tamara James, Mayor of the City of Dania Beach, Florida, do hereby proclaim April 2021 as

WORLD AUTISM AWARENESS MONTH

and April 2, 2021 as

WORLD AUTISM AWARENESS DAY

in the City of Dania Beach to raise public awareness of autism and the myriad of issues surrounding autism, as well as to increase knowledge of the programs that have been and are being developed to support individuals with autism and their families.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



TAMARA JAMES
MAYOR

MINUTES OF VIRTUAL REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, MARCH 23, 2021 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 7:07 p.m.

Present:

Mayor:	Tamara James
Vice-Mayor:	Marco A. Salvino, Sr.
Commissioners:	Joyce L. Davis
	Lori Lewellen
	Lauren Odman
City Manager:	Ana M. Garcia, ICMA-CM
City Attorney:	Thomas Ansbro
City Clerk:	Thomas Schneider

2. Moment of Silence and Pledge of Allegiance

Mayor James called for a moment of silence, especially for the victims of the Atlanta and Colorado shootings, followed by the Pledge of Allegiance to the United States Flag.

3. Presentations and Special Event Approvals

3.1 Presentation on fiscal year-to-date budget status and the process for the upcoming annual budget - Frank DiPaolo, Director of Finance

Finance Director DiPaolo gave a brief update and highlights on the previous and current fiscal years budgets. He noted we are in pretty good shape and would receive \$13.5 million from the American Rescue Plan COVID relief bill. The only real concern is from tax revenues which would show itself in the next fiscal year. He spoke about implementing internal service funds for I.T. and fleet and facilities, and addressed the City's police and firefighter pensions (we are currently around 90% funded). The City's upcoming contribution will be considerably smaller and budgeted funds could be used for other purposes. He further addressed the American Rescue Plan relief bill.

Mayor James questioned when we will know the breakdown of the American Rescue Plan funding.

Finance Director DiPaolo noted we do not have specifics on certain aspects of the money, but information should be forthcoming, and he expects to see funding by mid-May or June.

Commissioner Lewellen spoke about CARES Act money coming from the County and noted her concern regarding getting the money we are supposed to get from the new relief bill.

Finance Director DiPaolo noted the funding from the new relief bill is supposed to go directly to the municipalities through the state and addressed the four specific uses listed in the bill's text.

3.2 Parks and Recreation Presentation: Facilities and Programming

Eric Brown, Director of Parks & Recreation briefly commented on the department and Cassi Waren, Assistant Director of Parks & Recreation, gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Mayor James questioned the signage and playground equipment.

Assistant Director of Parks & Recreation Waren noted the signage is for all parks and includes signage for park hours.

Parks & Recreation Director Brown addressed playground equipment; we will explore all options in light of the new Parks & Recreation Master plan coming on board. Enhancements would be included in the upcoming budget.

Commissioner Davis noted she is excited to hear about the after school programs.

Assistant Director of Parks & Recreation Waren addressed after care programs and meeting the requirements for implementation.

Commissioner Odman asked if we have a bike safety program.

Parks & Recreation Director Brown responded Fire Chief Pellecer has a program that will be rolled out and Parks & Recreation will participate to be sure all ages are included. He noted Chief Pellecer's program included providing free helmets.

4. Proclamations

4.1 Days of Remembrance of Victims of the Holocaust - Commissioner Odman

Commissioner Odman read the Days of Remembrance of Victims of the Holocaust proclamation.

5. Citizen Comments

Debra Hixon, Broward County School Board member, introduced herself and noted she was newly elected as the countywide School Board member. She added she is here to assist in any way she can.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, explained how BSO deputies are dispatched to calls and reported on recent criminal activity in the City. He also reported on recent activities of the Crime Suppression Team, the Traffic Unit, and the Homeless Outreach Team. He noted the Drug Takeback Program will be held on Saturday, April 24th from 10:00 a.m. – 2:00 p.m. at Walmart on Sheridan Street.

Captain Sergio Pellecer, BSO District Fire Chief, addressed the bike safety program and noted on April 14th, two virtual classes would be held where citizens can sign up and upon completion, helmets would be distributed. He also addressed the upcoming programs and education from the BSO Training Team. He noted he would be taking a class to become certified to enable him to compile data of vulnerable citizens in preparation of the upcoming hurricane season.

7. Consent Agenda

7.1 Minutes:

Approve Minutes of March 6, 2021 Strategic Plan Session

Approve Minutes of March 9, 2021 Virtual City Commission Meeting

7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #2021-034

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID PROCESS FOR THE SOUTHEAST 5TH AVENUE SAFETY IMPROVEMENT PROJECT, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.4 RESOLUTION #2021-035

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR PROFESSIONAL ENGINEERING SERVICES TO BE PURCHASED FROM CHEN MOORE AND ASSOCIATES FOR DESIGN, BIDDING ASSISTANCE AND CONSTRUCTION MANAGEMENT SERVICES IN THE AMOUNT OF ONE HUNDRED TWENTY-SEVEN THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$127,280.00) FOR THE SOUTHWEST 34th TERRACE DRAINAGE IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.5 RESOLUTION #2021-036

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING APPROVAL TO EXCEED THE CITY VENDOR THRESHOLD OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) WITH CORE AND MAIN LP, FORTILINE, INC. AND FERGUSON

WATERWORKS FOR THE PURCHASE OF WATER METER COMPONENT PARTS, UTILITY PIPES AND RELATED APPURTENANCES, UTILIZING THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING (SFGP) COOPERATIVE GROUP CONTRACT NO. ITB 2018-19/12 VALID THROUGH MARCH 2022, WITH THE CITY OF DEERFIELD BEACH; FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED BUDGETS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.6 RESOLUTION #2021-037

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, OPPOSING SENATE BILL 522 AND HOUSE BILL 219, PREEMPTING THE REGULATION OF VACATION RENTALS TO THE STATE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

7.7 RESOLUTION #2021-038

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO OPPOSE UNWARRANTED OR OVERLY BROAD PREEMPTIONS OF MUNICIPAL HOME RULE POWERS; DIRECTING THAT A COPY OF THIS RESOLUTION BE TRANSMITTED TO MEMBERS OF THE FLORIDA LEGISLATURE, THE FLORIDA LEAGUE OF CITIES, THE BROWARD LEAGUE OF CITIES AND ANY OTHER INTERESTED PARTIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Mayor James)*

7.8 RESOLUTION #2021-039

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROVAL OF THE IMPLEMENTATION OF THE "JOB TRAINING, WORKFORCE DEVELOPMENT AND CERTIFICATION FINANCIAL ASSISTANCE PILOT PROGRAM"; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Commissioner Lewellen)*

Commissioner Lewellen motioned to adopt the Consent Agenda; seconded by Commissioner Odman. The motion carried unanimously.

8. Bids and Requests for Proposals

8.1 RESOLUTION #2021-040

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDED CITY INVITATION TO BID ("ITB") NO. 20-006, ENTITLED "SOUTHEAST SECOND AVENUE AND SOUTHEAST SEVENTH STREET WATER MAIN REPLACEMENT PROJECT" TO MAN CON, INC., IN AN AMOUNT NOT TO EXCEED TWO MILLION ONE HUNDRED SIXTY-FOUR THOUSAND THIRTY-FOUR DOLLARS AND TWENTY CENTS (\$2,164,034.20); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Ansbro read the title of Resolution #2021-040.

Commissioner Lewellen motioned to adopt Resolution #2021-040; seconded by Vice-Mayor Salvino. The motion carried unanimously.

9. Public Hearings and Site Plans

9.1 RESOLUTION #2021-041

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY'S APPLICATION FOR THE 47TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN THE AMOUNT OF ONE HUNDRED SEVENTY NINE THOUSAND THREE HUNDRED NINETEEN DOLLARS (\$179,319.00), TO PROVIDE FUNDING FOR SOLAR STREET LIGHTS IN CENSUS TRACT 804.05- BLOCK GROUPS 1 AND 2, AND CENSUS TRACT 804.03 - BLOCK GROUPS 1, 2, AND 3; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Ansbro read the title of Resolution #2021-041.

Colin Donnelly, CIP and Grants Administrator, gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Commissioner Davis noted she received a phone call from a resident who wanted to know if any of the funds could be used for infrastructure due to flooding concerns in the western portion of the City.

CIP and Grants Administrator Donnelly responded stormwater projects are a legitimate use of the CDBG funding; however, we are doing a citywide stormwater master plan that will give us a list of projects to which we can match federal and state grant monies.

Mayor James questioned lighting on SW 27th Street.

CIP and Grants Administrator Donnelly explained we should go back to our master plan to see if that area is scheduled for FPL lights.

Mayor James noted she is a proponent of solar lighting particularly when there is no power resulting from a hurricane.

CIP and Grants Administrator Donnelly said we could go back and look at our plan for where the lights are to be located so long as we stay within budget.

Commissioner Lewellen wanted to be sure we are on a schedule to check the solar lights as there are complaints about them being out, likely due to battery failure.

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

Commissioner Lewellen motioned to adopt Resolution #2021-041; seconded by Vice-Mayor Salvino. The motion carried unanimously.

9.2 ORDINANCE #2021-014

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) FOR MAN CON, INC. TO PROVIDE SERVICES RELATED TO CITY BID NO. 20-006 "SOUTHEAST 2ND AVENUE AND SOUTHEAST 7TH STREET WATER MAIN REPLACEMENT" PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Public Services)*

City Attorney Ansbro read the title of Ordinance #2021-014 and noted this ordinance is related to Item 8.1 and Commission authorization is required to expend more than \$1 million.

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

Vice-Mayor Salvino motioned to adopt Ordinance #2021-014, on second reading; seconded by Commissioner Lewellen. The motion carried unanimously.

9.3 ORDINANCE #2021-004

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE FUTURE LAND USE PLAN ELEMENT OF THE LOCAL COMPREHENSIVE PLAN IN RESPONSE TO A REQUEST BY CCI PROPERTIES 1, LLC (LU-061-20), TO REDESIGNATE CERTAIN PROPERTY FROM "LOW-MEDIUM (10) RESIDENTIAL" TO "IRREGULAR (50 DU/AC)", WHICH PROPERTY IS GENERALLY LOCATED AT 4695 SW 45TH TERRACE, DANIA BEACH, WHICH LEGAL DESCRIPTION IS DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

City Attorney Ansbro read the title of Ordinance #2021-004, Ordinance #2021-005, and Resolution #2021-042 as they relate to the same property. He advised the items were quasi-judicial hearings and swore-in those who would speak as they came forward. He asked the Commission to disclose any communication they had on these matters.

Richard Lorber, Planning & Zoning Manager, gave a presentation on the Comprehensive Plan amendment, rezoning, and site plan requests for Harbor Landings.

Debbie Orshefky, Holland & Knight, representing the applicant, gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Mayor James questioned if the rental rates versus the affordable rates had changed since the first presentation.

Attorney Orshefky responded 15% of the income restricted units must be within the area median income (AMI) and she addressed rental rates for the area for one- and two-bedroom units.

Eric Metz, Development Manager, representing the applicant, explained the rental rate range for one- and two-bedroom units; \$1600-1800 would be the range for a one-bedroom unit.

Discussion ensued regarding affordable rental rates.

Attorney Orshefky noted the affordable housing restriction on this property is for 30 years.

Mayor James opened the Public Hearings.

Marco Krieger, 1221 NE 4th Street, Pompano Beach, questioned Mr. Metz' figures and noted the area is already extremely congested.

Attorney Orshefky responded they were required to submit a traffic study for this development; all traffic would go through Hollywood and not into the local community. She explained the various agency approvals they have received for the project.

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

Vice-Mayor Salvino motioned to adopt Ordinance #2021-004, on second reading; seconded by Commissioner Lewellen. The motion carried on the following 4-1 Roll Call vote:

Commissioner Davis	Yes	Vice-Mayor Salvino	Yes
Commissioner Lewellen	Yes	Mayor James	Yes
Commissioner Odman	No		

9.4 ORDINANCE #2021-005

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE APPLICATION REQUEST (RZ-062-20), MADE BY 2900 SW 45TH DANIA BEACH, LLC, TO REZONE PROPERTY GENERALLY LOCATED AT 4695 SW 45TH TERRACE IN THE CITY OF DANIA BEACH, FLORIDA, WHICH PROPERTY IS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTIES FROM RMH MOBILE HOME DISTRICT TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**
(Community Development)

Vice-Mayor Salvino motioned to adopt Ordinance #2021-005, on second reading; seconded by Commissioner Lewellen. The motion carried on the following 4-1 Roll Call vote:

Commissioner Davis	Yes	Vice-Mayor Salvino	Yes
Commissioner Lewellen	Yes	Mayor James	Yes
Commissioner Odman	No		

9.5 RESOLUTION #2021-042

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN FOR THE CONSTRUCTION OF A 275 UNIT RESIDENTIAL BUILDING IN THE PRD-1 (PLANNED RESIDENTIAL) ZONING DISTRICT (SP-058-20), SUBMITTED BY CCI PROPERTIES 1, LLC, FOR PROPERTY LOCATED AT 4695 SW 45TH TERRACE, IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

Vice-Mayor Salvino motioned to adopt Resolution #2021-042; seconded by Commissioner Lewellen. The motion carried on the following 4-1 Roll Call vote:

Commissioner Davis	Yes	Vice-Mayor Salvino	Yes
Commissioner Lewellen	Yes	Mayor James	Yes
Commissioner Odman	No		

9.6 RESOLUTION #2021-027

A RESOLUTION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE APPEAL REQUEST FOR APPLICATIONS SP-007-20 (SITE PLAN) AND VA-078-20 (VARIANCE) SUBMITTED BY B&B INVESTMENT SOLUTIONS LLC, OWNER OF 3321 SW 44TH STREET, DANIA BEACH; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from February 23, 2021) (Community Development)*

City Attorney Ansbro read the title of Resolution #2021-027 and noted the applicant has requested this item be continued until the April 27th meeting to allow time to finalize the revisions to the landscape plans promised to the neighbors and to meet with them again.

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

Commissioner Lewellen motioned to continue Resolution #2021-027 until the April 27, 2021 City Commission meeting at 7:00 p.m.; seconded by Vice-Mayor Salvino. The motion carried unanimously.

9.7 RESOLUTION #2021-032

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A VARIANCE (VA-100-20) TO SECTION 205-10(O) OF THE LAND DEVELOPMENT CODE ("CODE") TO PERMIT A BUILDING HEIGHT OF SIXTY-ONE POINT EIGHTY-THREE (61. 83) FEET WHERE A MAXIMUM BUILDING HEIGHT OF THIRTY-FIVE (35) FEET IS PERMITTED IN THE IG ZONING DISTRICT; AND APPROVING A MODIFICATION TO THE PREVIOUSLY APPROVED SITE PLAN FOR THE CONSTRUCTION OF AN APPROXIMATELY 115,000 SQUARE FOOT INDUSTRIAL BUILDING IN THE I-G (INDUSTRIAL) ZONING DISTRICT (SP-039-20MOD), SUBMITTED BY U.S. CRANE AND RIGGING, LLC, ON BEHALF OF THE PROPERTY OWNER PAMELA KAY HAYES, AS TRUSTEE OF THE ROBERT L. ELMORE JULY 2010 REVOCABLE TRUST, FOR PROPERTY LOCATED AT 2980 W STATE ROAD 84, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from March 9, 2021) (Community Development)*

City Attorney Ansbro read the title of Resolution #2021-032 and advised this item was a quasi-judicial hearing and swore-in those who would speak as they came forward. He asked the Commission to disclose any communication they had on this matter.

Richard Lorber, Planning & Zoning Manager, gave an overview of the variance and site plan modification requests.

Deena Gray, Greenspoon Marder, representing the applicant, and Eric Metz, Project Development Manager, gave a PowerPoint presentation which is attached to and incorporated into these minutes.

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

Commissioner Odman motioned to adopt Resolution #2021-032; seconded by Commissioner Lewellen. The motion carried unanimously.

9.8 RESOLUTION #2021-033

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A VARIANCE (VA-080-20) TO SECTION 205-10(D) OF THE LAND DEVELOPMENT CODE TO PERMIT A BUILDING HEIGHT OF SIXTY-FOUR AND ONE-HALF (64.5) FEET WHERE A MAXIMUM BUILDING HEIGHT OF THIRTY-FIVE (35) FEET IS PERMITTED IN THE IG ZONING DISTRICT; AND APPROVING THE SITE PLAN (SP-071-20) FOR THE CONSTRUCTION OF A 112,931 SQUARE FOOT INDUSTRIAL WAREHOUSE BUILDING IN THE I-G (INDUSTRIAL) ZONING DISTRICT, SUBMITTED BY DEENA GRAY, ESQ. FOR GREENSPOON MARDER LLP, ON BEHALF OF THE PROPERTY OWNER PAMELA E. HAYES, AS TRUSTEE UNDER TRUST DATED DECEMBER 24, 1991, FOR PROPERTY LOCATED AT 3035 SW 36 STREET, IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from March 9, 2021) (Community Development)*

City Attorney Ansbro read the title of Resolution #2021-033 and advised this item was a quasi-judicial hearing and swore-in those who would speak as they came forward. He asked the Commission to disclose any communication they had on this matter.

Richard Lorber, Planning & Zoning Manager, gave an overview of the variance and site plan requests.

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

Commissioner Lewellen motioned to adopt Resolution #2021-033; seconded by Vice-Mayor Salvino. The motion carried unanimously.

9.9 RESOLUTION #2021-043

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA APPROVING THE WAIVER OF REPLAT REQUEST (OT-011-21) SUBMITTED BY LAWRENCE KRAMER, ON BEHALF OF THE PROPERTY OWNER, 800 OLD GRIFFIN, LLC FOR THE PROPERTY GENERALLY LOCATED AT 800 OLD GRIFFIN ROAD 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; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Ansbro read the title of Resolution #2021-043.

Corinne Lajoie, Assistant Director of Community Development, gave a presentation on the waiver of replat request for Marine Technical Center.

Mayor James asked about previous concerns regarding traffic congestion on the roadways adjacent to this property.

Assistant Director of Community Development Lajoie noted the roadway that they would be requesting to be vacated would be their main access to the parcels.

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

Vice-Mayor Salvino motioned to adopt Resolution #2021-043; seconded by Commissioner Lewellen. The motion carried unanimously.

10. Discussion and Possible Action

10.1 Summer Job Program - Mayor James

Mayor James noted she would like to propose a summer job program and she would work with the City Manager towards this, with the Commission's concurrence.

The Commission consensus was for Mayor James to move forward with the summer job program.

10.2 Approval of budget for Dania Beach Pristine Earth Day Initiative - Commissioner Davis

Commissioner Davis said this is a follow up to the Pristine Earth Day presentation from the previous Commission meeting. She has worked with City staff to identify the best section of the beach to concentrate on. There would be a beach cleanup day on Earth Day, April 22nd and we want to encourage our residents and constituents to keep the beach clean all year round every day. This is a family, free event with contests and community service hours are available. A budget is needed because we are giving out t-shirts; we do not want to exceed \$2,500 and she is seeking consensus for the budget and for a mini change in the logo. She suggested since we are a turtle nesting station, an image of a turtle inside the D of Dania Beach would be the image she would like to use. She showed a rendering of the logo with a turtle in the D and asked the Commission for consensus to use the turtle image.

Mayor James asked if the change in the logo was just for the event and if it follows the logo branding guidelines.

City Attorney Ansbro said they did not look at the guidelines.

Mayor James said we should look into that first and asked if the \$2500 budget is just for t-shirts.

Commissioner Davis responded no, the \$2500 is for the entire event that also includes the activities, stations, and supplies.

Mayor James felt the budget could come from Parks and Recreation and Public Services, and asked if this was feasible for both departments to contribute to the event.

City Manager Garcia noted various steps can be taken; a hybrid option using the Commission's discretionary budget or squeeze some of the items out of the budgets of Parks and Public Services. The t-shirts and banners do not have a date, so they could be used in perpetuity to continue the message of keeping the beach beautiful after the event is over.

Mayor James said she wants to use the Public Services and Parks and Recreation budgets rather than pull from the Commission. She does not agree with the turtle shape inside the D logo and would rather leave the logo clean and consistent.

City Attorney Ansbro explained all this would be is an outline of a turtle into the logo design; it will not have the three colors of our original logo.

Mayor James noted the branding guidelines are specific.

City Attorney Ansbro said he would look at the guidelines.

Commissioner Lewellen felt this would be perfect for the event; it is earthy and the City is doing a lot for Earth Day this year, so she is fine with funding the \$2500 request if it meets branding guidelines.

Commissioner Odman said yes to the \$2500 and if the logo conforms to brand guidelines, she is fine with it.

Vice-Mayor Salvino commented he is good with anything the Commission wishes to do.

The Commission consensus was to allocate \$2500 for the Dania Beach Pristine Earth Day Initiative and to approve use of the logo if it is within the branding guidelines.

10.3 City Manager annual review/ contract amendment

City Manager Garcia thanked the Commission for meeting one-on-one with her and referenced the information included in the agenda packet. She noted she is thankful and grateful to the Commission.

Commissioner Lewellen spoke of the evaluation form provided and noted she has not completed it yet but would like to submit it.

Linda Gonzalez, Director of Human Resources, said the evaluation could be submitted, although it is not required.

Vice-Mayor Salvino motioned to approve the second amendment to the City Manager's employment contract; seconded by Commissioner Davis. The motion carried on the following 5-0 Roll Call vote:

Commissioner Davis	Yes	Vice-Mayor Salvino	Yes
Commissioner Lewellen	Yes	Mayor James	Yes
Commissioner Odman	Yes		

Mayor James thanked City Manager Garcia for all of her hard work.

11. Commission Comments

11.1 Commissioner Davis

Commissioner Davis spoke of recent events and activities she attended, including a workshop on bullying with Principal Harris at Olsen middle School and the groundbreaking ceremony with Asi Cymbal. She also attended the FBC-LEO Conference in Orlando, where community initiatives were discussed with elected officials on revitalizing neighborhoods with non-profits. She thanked Public Services for expeditiously removing graffiti on a City logo sign on the way to the beach.

11.2 Commissioner Lewellen

Commissioner Lewellen thanked the City Manager for all her hard work.

Commissioner Lewellen noted the Memorial Tree Program is to start during Earth Day week.

City Manager Garcia said we will make a presentation at the first meeting in April.

Commissioner Lewellen noted a lot of residents do not watch the meetings and do not know what is going on with the Dania Beach Grill behind the scenes, so she would like an update on the website landing page with recent information on the Grill. She asked for a timeline history of events on this project to be presented by the City Manager regarding what has happened over the past few years.

City Manager Garcia said she discussed this with Mayor James yesterday. We have not let up and she would like to dispel rumors residents may have heard. There has never been any discussion about high rises or skyscrapers on our beach campus. What has been discussed is dining, food concessions, and cultural components, all aligned with the Master Plan. We have an ongoing assessment of the Master Plan related to the parking garage cost; there has been dialogue with FAU and FDOT, and a multitude of meetings held. We have also been working with the Colliers Group, a team of experts in commercial realty, as we are putting together a Request for Proposals not just for the grill, but there is also an additional restaurant as part of the Master plan. There is a lot going on with the intracoastal waterways as well, yet we are still on

target with our May RFP and are also looking globally at the Master Plan. She noted despite Covid, we have not stopped the discussions.

11.3 Commissioner Odman

Commissioner Odman wanted to make sure it is okay with the Commission for her to set up a meeting with 1000 Mermaids to coordinate kick-off events.

Mayor James noted she received the email, but she is okay with Commissioner Odman working with coordinating the meetings as long as they can attend the event.

The Commission consensus was for Commissioner Odman to meet with 1000 Mermaids staff to schedule kick-off events.

11.4 Vice-Mayor Salvino

Vice-Mayor Salvino thanked City Manager Garcia for all of her hard work; she is exceptionally supportive and works tirelessly.

Vice-Mayor Salvino noted he is working with the City Manager concerning the parking garage and calming devices to supplement certain financial things not available in the general budget.

11.5 Mayor James

Mayor James said she was pleased the City Manager spoke about the Dania Beach Grill. She noted things do not happen as quickly sometimes as we want them to happen as there are other agencies involved. She asked the public to attend the meetings so they are aware of what is going on. The Dania Beach Grill is a challenge, but she would never support a high-rise building, and we have discussed a multi-story restaurant with a Dania Beach Grill vibe on a different scale. She is always available to speak to residents via the telephone or email.

Mayor James noted she attended the FBC-LEO Conference along with Commissioner Davis. She spoke of her contact, Commissioner Regina Hill, and her wealth of knowledge and wisdom about different projects and initiatives that will be beneficial to the City. She will provide her contact information to City Manager Garcia and CRA Director Chen.

Mayor James wanted Finance Director DiPaolo to be as specific as possible when discussing the breakdown of disbursements from funding from the relief bill.

Mayor James noted she also attended the Oasis Point ground-breaking ceremony hosted by Asi Cymbal and has had conversations with him regarding a job fair for residents. She thanked Brian Andrews for the iLove Local videos and felt we should put this in the budget annually to be done perhaps every six months as we have local businesses that people are not aware of. This can be an investment to market our City and support our economy.

Mayor James thanked Human Resources for their hard work on the Internship Program. She noted she was honored by the Broward County School Board for Women's History Month and thanked them along with Debra Hixon. She thanked Principal Harris for being a community partner and noted she is working with her towards a book tour and mentoring program at Olsen Middle School.

12. Appointments

12.1 Airport Advisory Board – no appointments

12.2 Creative Arts Council Advisory Board

Mayor James appointed: Natalie Taveras

12.3 Education Advisory Board – no appointments

12.4 General Employees Pension Board – no appointments

12.5 Green Advisory Board – no appointments

12.6 Marine Advisory Board – no appointments

12.7 Parks, Recreation and Community Affairs Advisory Board – no appointments

Commissioner Lewellen motioned to approve the appointments; seconded by Vice-Mayor Salvino. The motion carried unanimously.

13. Administrative Reports

13.1 City Manager

City Manager Garcia reported a meeting was held with Broward County Administrator Bertha Henry on a deal for the parking garage. She noted Lobbyist Josh Gaboton informed us of federal appropriations for the first time in ten years as the City had submitted three applications for funding totaling \$11,950,000. The projects are the Dania Beach Master Plan for \$4 million, Parks Master Plan for CW Thomas Park for \$5 million, funding for water improvements to replace water lines identified in the City's Capital Improvement Program for \$750,000, and \$2.2 million funding requested for our C-51 water supply projects. We are looking at every opportunity and she will keep the Commission updated.

City Manager Garcia proposed dates to the Commission to select one for a final strategic plan session. A brief discussion was held. City Manager Garcia asked the Commission to send dates they are not available to Executive Assistant Lottier and she would check with Mr. Sumek for other available dates.

City Manager Garcia thanked the Commission for their ongoing support and thanked her team for their work. She looks forward to continuing working with the Commission.

13.2 City Attorney

City Attorney Ansbro had no comments.

13.3 City Clerk - Reminders

Tuesday, April 13, 2021 - 5:30 p.m.

Tuesday, April 13, 2021 - 7:00 p.m.

Tuesday, April 27, 2021 - 7:00 p.m.

CRA Board Meeting

City Commission Meeting

City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 9:54 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: 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 EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES TO BE PURCHASED FROM CHEN MOORE AND ASSOCIATES FOR PROFESSIONAL PLANNING, DESIGNING, BIDDING ASSISTANCE AND CONSTRUCTION ENGINEERING SERVICES IN THE AMOUNT OF ONE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED FORTY DOLLARS (\$122,740.00) FOR THE SOUTHWEST 54th COURT DRAINAGE IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Purchasing Requests ONLY

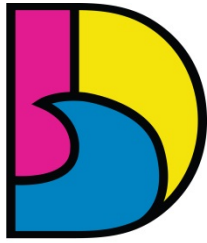
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

C-MEMO-SW54CT-DRAINAGEDESIGN-C-MOORE-041321revFJR (2) (2), R-2021- Chen Moore and Associates Engineering Services for SW 54 Court Drainage Improvement Project to Exceed \$25K, 201124 Dania SW 54 Ct Scope of Services complete (1)



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: April 13, 2021

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager

FROM: Fernando J. Rodriguez, Public Services Director

**RE: APPROVAL OF A RESOLUTION TO PROCURE PROFESSIONAL ENGINEERING SERVICES
FROM CHEN MOORE AND ASSOCIATES FOR THE DESIGN OF THE SW 54th COURT
DRAINAGE IMPROVEMENT PROJECT**

Request

The Public Services Department (PSD) requests approval of a resolution to issue a work order for professional services from Chen Moore and Associates (CMA) for the design, bidding assistance and construction engineering services for the SW 54th Court Drainage Improvement Project in the amount of \$122,740.

Background

Chen Moore and Associates was one of fifteen firms chosen as an engineering consultant for continuing services under RFQ 20-005, per the Consultants Competitive Negotiation Act (CCNA). The City Commission approved the list on January 12, 2021, with Resolution 2021-007.

On December 8, 2020, PSD presented new and much needed stormwater projects to the City Commission. Included in the presentation was the SW 54th Court Drainage Improvement Project. The Commission authorized the project along with the others presented at that meeting.

CMA has provided the PSD a proposal for professional planning and design services, bid assistance, and construction engineering services for SW 54th Court Drainage Improvements at a cost of \$122,740. The proposal is attached.

Budgetary Impact

Funds are available in Stormwater Management/Infrastructure Account No. 403-38-31-538-63-10 for the SW 54th Court Drainage Improvement Project - Design in the amount of \$122,740.

\continued...



APPROVED RESOLUTION TO PROCURE PROFESSIONAL ENGINEERING SERVICES FROM CHEN
AND ASSOCIATES FOR THE DESIGN OF THE SW 54th COURT DRAINAGE
PROJECT

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Recommendation

It is recommended that the City Commission adopt the resolution to procure professional engineering services from Chen Moore and Associates to design the SW 54th Court Street Drainage Project.

RESOLUTION NO. 2021-044

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES TO BE PURCHASED FROM CHEN MOORE AND ASSOCIATES FOR PROFESSIONAL PLANNING, DESIGNING, BIDDING ASSISTANCE AND CONSTRUCTION ENGINEERING SERVICES IN THE AMOUNT OF ONE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED FORTY DOLLARS (\$122,740.00) FOR THE SOUTHWEST 54th COURT DRAINAGE IMPROVEMENT PROJECT; 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 she 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, Chen Moore and Associates ("CMA") was chosen as one of fifteen firms approved as an engineering consultant for continuing contract services by the City Commission on January 12, 2021 under RFQ No. 20-005 pursuant to Resolution No. 2021-007; and

WHEREAS, the City has determined that the Southwest 54th Court area is in need of drainage improvements and the Public Services Department Director has determined that CMA is best able to provide professional engineering services to design the needed drainage improvements; and

WHEREAS, CMA has provided the Public Services Department a proposal for professional planning, designing, bidding assistance and construction engineering services for the SW 54th Court Drainage Improvements at a cost of One Hundred Twenty Two Thousand Seven Hundred Forty Dollars (\$122,740.00);

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

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 authorizes the purchases of professional planning, designing, bidding assistance and construction engineering services from CMA in the amount of One Hundred Twenty Two Thousand Seven Hundred Forty Dollars (\$122,740.00) to design the Southwest 54th Court Drainage Improvement Project and that funds are available in the Stormwater Capital Projects Account No. 403-38-31-538-63-10.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall become effective upon its passage and adoption.

PASSED and ADOPTED on April 13, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



November 23, 2020

City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004
ATTN: Dincer Ozaydin

**Subject: SW 54th Court Stormwater Improvements
Scope of Services for Professional Planning and Design Services**

Dear Mr. Ozaydin:

Chen Moore and Associates (CMA) is pleased to submit the attached Agreement for Professional Services and Scope of Services to provide professional services on the SW 54th Court Stormwater Improvements. CMA will provide site investigation, engineering design services, regulatory permitting, bidding assistance and construction engineering services for this stormwater improvement project.

PROJECT INTRODUCTION

The general boundaries of the project area are along SW 54th Court from SW 40th Avenue west to US 441, displayed in Figure 1 – Location Map. The neighborhood is composed of residential single-family and multi-family homes with limited existing drainage infrastructure. Portions of the roadway are low lying and are not interconnected to the existing drainage system, causing severe flooding within the roadway. City has received resident complaints of flooding along this roadway.

CMA will prepare construction documents for recommended improvements for this SW 54th Court, which is displayed in Figure 2 – Recommended Improvements. CMA will proceed with the detailed design, regulatory permitting, bidding assistance and construction engineering services for the recommended stormwater improvements according to the scope of services outlined within the following sections.

SCOPE OF SERVICES

Task 1: Site Investigation Task

Task 1.1 Topographic Survey

CMA shall retain a licensed surveyor to complete the topographic survey of the project limits within SW 54th Court Stormwater Improvements. The surveyor will be responsible for providing the topographic survey of the project limits in PDF and CAD formats along with any signed and sealed surveys required during the permitting process. CMA shall coordinate directly with the surveyor to ensure all appropriate data is gathered during the completion of the topographic survey. CMA shall review topographic data upon completion of the survey and provide any comments to the surveyor if necessary. CMA shall update the CAD settings of the topographic survey as necessary and incorporate survey information into the base plans for the project. CMA shall complete this task within 30 calendar days from the issuance of the Notice to Proceed by the City. All work under this task will be billed on a lump sum basis.

Task 1.2 Subsurface Utility Verification

CMA shall retain a subsurface utility engineering consultant to conduct up to 10 utility testholes to confirm the location of any existing underground utilities within the project limits. The completion of utility testholes will be necessary to avoid conflicts between the proposed underground improvements and any existing underground utility infrastructure within the public right of way. CMA shall review the utility testhole report upon completion and provide any comments to the subsurface utility engineering consultant if necessary. CMA shall incorporate the existing underground utilities into the base plans for the project based on the information included within the utility testhole reports. CMA shall complete this task within 30 calendar days from the issuance of the Notice to Proceed by the City. All work under this task will be billed on a lump sum basis.

Task 1.3 Geotechnical Investigation

CMA shall retain a geotechnical engineering firm to acquire the relevant soils information required to estimate subsurface soil conditions, soil infiltration rates, and soil permeability, which is necessary to properly design the proposed improvements within SW 54th Court Stormwater Improvements. This task includes the completion to two Standard Penetration Test (SPT) soil borings to verify the subsurface soil conditions within SW 54th Court Stormwater Improvements. CMA shall complete this task within 30 calendar days from the issuance of the Notice to Proceed by the City. All work under this task will be billed on a lump sum basis.

Task 1.4 Document Research/Review

CMA shall review all available topographic surveys, atlases, design drawings, record drawings, shop drawings, permit documents, reports and/or master plans relevant to the SW 54th Court project limits. CMA will use this information to determine and verify the configuration of existing conditions along with any limitations on the proposed improvements. CMA will also review all plat maps for the project areas to confirm the presence of any utility easements. CMA shall contact the Sunshine State One Call Service to determine the existing utilities which are located in the project area. As necessary, CMA will coordinate directly with all utility providers with existing infrastructure within the project area to obtain any available system maps. CMA shall incorporate the approximate location of all existing underground utilities into the design plans based on any available drawings. CMA shall complete this task within 30 calendar days from the issuance of the Notice to Proceed by the City. All work under this task will be billed on a lump sum basis.

Task 1.5 Project Site Visits

CMA shall perform necessary site visits to the project area to verify the impact of the existing conditions on the configuration of the proposed improvements. CMA shall walk the entire site within the SW 54th Court project limits and obtain photographs of all potential obstructions and encroachments that may impact the proposed improvements. CMA will conduct site visits to confirm the accuracy of the topographic survey and to identify any potential impacts on the proposed improvements. As necessary, CMA shall conduct site visits throughout the design process to confirm and inspect the existing conditions from the issuance of Notice to Proceed by the City until the completion of the 100% Design Submittal. All work under this task will be billed on a lump sum basis.

Task 2: 60% Design Submittal Task

CMA will prepare and submit 60% design project documents for SW 54th Court Stormwater Improvements to the City for review and approval. All work under this task will be billed on a lump sum basis. The project documents for this task shall include the following items:

- Design Plans – CMA will prepare 60% design drawings, which will consist of the existing condition plans, stormwater plans (plan view only), paving and grading plans, pavement markings and signage plans and any relevant detail drawings.
- Cost Estimate – CMA will prepare a preliminary cost estimate of the probable construction costs which will reflect the proposed work included within the 60% Design Submittal.

In addition to plan development, CMA shall develop an updated ICPR4 stormwater model to conduct a more detailed analysis of the project area. CMA will subdivide the project area into multiple drainage basins to allow for the more detailed analysis of the project area. CMA will tabulate the model parameters of the relevant nodes and links within the stormwater model to reflect the basin boundaries within the project area. CMA will run the updated stormwater model to obtain peak flood stages, flood durations, and peak discharges for the existing conditions within the project area. CMA will also use the stormwater model to assess the effectiveness of the potential system improvement. CMA will utilize this stormwater model during the permitting phase of the project.

CMA shall be responsible for all civil engineering design services necessary to prepare the 60% Design Submittal. CMA shall be responsible for the preparation of existing conditions plans, stormwater plans, paving and grading plans, and pavement markings and signage plans within the 60% Design Submittal. CMA shall submit 60% design plans to the City for review within 30 calendar days from the completion of Task 1 – Site Investigation.

Task 3: 90% Design Submittal Task

CMA will prepare and submit 90% design project documents for SW 54th Court Stormwater Improvements to the City for review and approval. All work under this task will be billed on a lump sum basis. The project documents for this task shall include the following items:

- Design Plans – CMA will prepare these 90% design drawings, which will consist of the existing condition plans, stormwater plans, paving and grading plans, pavement markings and signage plans, landscape restoration and any relevant detail drawings.
- Technical Specifications – CMA will prepare technical specifications for the proposed work included within the 90% Design Submittal.
- Cost Estimate – CMA will prepare a cost estimate of the probable construction costs which will reflect the proposed work included within the 90% Design Submittal.

CMA shall be responsible for all civil engineering design services necessary to prepare the 90% Design Submittal. CMA shall be responsible for the preparation of existing conditions plans, stormwater plans, paving and grading plans, and pavement markings and signage plans within the 90% Design Submittal. CMA shall submit 90% design plans to the City for review within 30 calendar days upon the receipt of the City review comments on the 60% Design Submittal.

Task 4: Regulatory Permitting Task

CMA will obtain, review, and complete permit applications and will prepare backup documentation required by the regulatory permitting agencies. CMA will be responsible for coordination with all regulatory agencies during the permitting process. Upon the receipt of City review comments on the 90% Design Submittal, CMA will send the application forms to the City for signature along with requesting check(s) for all permit and application fees. CMA shall submit all required permit applications to the relevant regulatory agencies. The regulatory agencies typically complete their initial review within 30 calendar days after the permit submittal. Upon obtaining review

comments from the regulatory agencies, CMA will revise applications, plans, and technical specifications as per comments from these regulatory agencies and re-submit to the regulatory agencies for permit approval. The permit approvals can be expected within 60 days of submittal to the regulatory agencies. All required permit approvals must be obtained from the regulatory agencies prior to submitting the 100% Design Submittal to the City. All work under this task will be billed on a lump sum basis.

CMA shall obtain the relevant surface water permits required for the proposed stormwater improvements within the project area. CMA shall submit permit application packages to the South Florida Water Management District (SFWMD) for an Environmental Resource Permit and to Broward County Environmental Protection and Growth Management (BCEPGM) for a Surface Water License as necessary. CMA shall also coordinate with Broward County Traffic Engineering Division for pavement marking and signage approval and SFWMD/BCEPGM for water use dewatering approval. CMA shall also coordinate with BC EPGM for any associated impacts to the existing trees. CMA shall update the stormwater plans based on any review comments received during the permitting process.

Task 5: 100% Design Submittal Task

CMA will prepare and submit 100% design documents for SW 54th Court Stormwater Improvements to the City for review and approval. All work under this task will be billed on a lump sum basis. The project documents for this task shall include the following items:

- Design Plans – CMA will prepare these final design drawings, which will consist of the existing condition plans, stormwater plans, paving and grading plans, pavement markings and signage plans, landscape restoration and any relevant detail drawings.
- Technical Specifications – CMA will prepare the final technical specifications, which will include each discipline of the proposed work defined within the 100% Design Submittal.
- Cost Estimate – CMA will prepare a final cost estimate of the probable construction costs, which will reflect the proposed work defined within the 100% Design Submittal.
- Bid Schedule – CMA will prepare a final bid schedule, which will include all line items for the proposed work defined within the 100% Design Submittal.

CMA shall be responsible for all civil engineering design services necessary to prepare the 100% Design Submittal. CMA shall be responsible for the preparation of existing conditions plans, stormwater plans, paving and grading plans, and pavement markings and signage plans within the 100% Design Submittal. CMA shall submit 100% design plans to the City for incorporation into the bidding documents within 30 calendar days from the receipt of all permit approvals.

Task 6: Bidding Assistance

CMA will assist the City with the preparation of the bid advertisement and bid documents for SW 54th Court Stormwater Improvements. CMA will attend the Pre-Bid Meeting and will answer all questions and clarifications from potential bidders that are technical in nature. CMA will respond to all written questions requesting clarification of the technical documents for this project. The City shall be responsible for bid advertisement, distribution of bid documents to interested bidders, processing all bid submittals, and verification that each bid submittal meets all Purchasing related requirements. CMA shall complete this task according to the schedule defined by the City for the bidding process.

CMA will review the final bid results and make a recommendation for bid award. CMA shall evaluate the qualifications and prior project performance of the low bidder. CMA shall prepare and submit a bid recommendation letter to the City. CMA shall complete this task according to the schedule defined by the City for the bidding process.

Task 7: Construction Engineering Services

Task 7.1 Shop Drawing Review

CMA will review all shop drawings submitted by the contractor prior to commencement of construction. CMA shall review and respond to each shop drawings within 5 work days of the submittal by the contractor. Upon review of each shop drawing, CMA will submit the shop drawings to City staff for their review and approval. CMA shall complete this task according to the schedule established for the contractor. All work under this task will be billed on a hourly not to exceed basis.

Task 7.2 Construction Meeting Attendance

CMA will attend one preconstruction meeting and up to 10 construction progress meetings with the contractor, City staff, and other project stakeholders over the construction duration. CMA will attend a walk-through inspection meeting to prepare a punch list at the substantial completion stage. CMA will attend a final inspection meeting to review the punch list for completion prior to final acceptance of the project. CMA shall complete this task according to the schedule established for the contractor. All work under this task will be billed on a hourly not to exceed basis.

Task 7.3 Respond to Requests for Information

CMA will review and respond to Requests For Information (RFI) from the contractor during construction operations. CMA shall review and respond to each RFI within 3 work days of the submittal by the contractor. As necessary, CMA shall prepare any documentation required to clarify issues included within a RFI from the contractor. CMA will review all pay applications from the contractor to verify the accuracy of their progress. CMA shall complete this task according to the schedule established for the contractor. All work under this task will be billed on a hourly not to exceed basis.

Task 7.4 Construction Inspections

CMA shall assist the City with the inspection of the project implementation during construction operations. CMA will be available to conduct site inspections of the work during construction operations throughout the construction duration. Construction inspection services defined within this task were estimated based on a construction inspector on-site approximately 200 total hours, estimated to 10 hours per week times 20 weeks for the project. The fees for this task will be paid on an hourly not to exceed basis.

Task 7.5 Certification and Contract Closeout

CMA shall assist the CITY with the closeout of the contractor's contract. CMA shall review and approve all final documents submitted by the contractor, which will include the project as-built drawings. CMA shall update the Stormwater GIS Atlas based on the as-built drawings for the proposed stormwater improvements constructed under this project. CMA shall submit project certifications to the relevant regulatory agencies per permit

requirements. CMA shall submit a project certification letter to the City upon the final acceptance of the project. All work under this task will be billed on a hourly not to exceed basis.

Task 8: Reimbursable Expenses

Task 8.1 Document Reproduction

CMA shall provide all document reproduction required for each project deliverable to the City and regulatory agencies as defined within the scope. All printing costs for deliverable will be reimbursed by the City at cost.

DELIVERABLES

CMA will provide the following deliverables at each submittal:

Design Plans:

- 3 half size sets (11"x17") at each submittal
- 1 digital copy (CAD format) at each submittal
- 1 digital copy (PDF format) at each submittal

Technical Specifications:

- 1 hard copy at each submittal
- 1 digital copy (PDF format) at each phase submittal

SCOPE ASSUMPTIONS

- The City will provide all available topographic surveys, atlases, design drawings, record drawings, shop drawings, permit documents, reports and/or master plans relevant to the project area.
- This scope does not include any services required for easement or right-of-way acquisitions.
- The City shall provide all required permit fees.
- The selected contractor will be responsible for obtaining any City Building Permit required for this project along with all related coordination and preparation of any backup documentation required for the City Building Permit. CMA will only be responsible for any revisions to the design plans required by the City of Dania Beach Building Department.
- The City will provide timely responses to information included within each submittal.
- The City shall be responsible for bid advertisement, distribution of bid documents to interested bidders, processing all bid submittals, and verification that each bid submittal meets all Purchasing related requirements.
- CMA will submit monthly invoices, which will be payable by Client within 30 days.
- The City will reimburse CMA for any document reproduction costs for all submittals to Client and to regulatory agencies.
- Reimbursable expenses for mileage for any site visits have been included in the lump sum fees.
- Additional reimbursable expenses requested by the City outside of the items defined within scope, such as additional land surveying, geotechnical testing, utility testholes, laboratory testing, permit fees, additional document reproduction, or express delivery of documents, shall be invoiced at cost as defined in our contract agreement with the City.
- Any additional engineering services from CMA requested by the City outside of the items defined within scope will be billed at hourly rates according the attached Rate Schedule.

PROJECT SCHEDULE

CMA shall start work immediately upon receipt of Notice to Proceed and official authorization from the City of Dania Beach.

Task	Task Description	Duration
1	Site Investigation	30 days
2	60% Design Submittal	30 days
3	90% Design Submittal	30 days
4	Regulatory Permitting	60 days
5	100% Design Submittal	30 days
6	Bidding Assistance	N/A
7	Construction Engineering Services	N/A
8	Reimbursable Expenses	N/A

PROJECT FEES

CMA has prepared this proposal for the professional services necessary to accomplish this scope of services on this project. The total fees for this project are **\$122,740**, which are summarized within the table below:

Task	Task Description	Lump Sum Fees	Hourly NTE Fees
1	Site Investigation	\$29,680	N/A
2	60% Design Submittal	\$19,780	N/A
3	90% Design Submittal	\$12,600	N/A
4	Regulatory Permitting	\$6,950	N/A
5	100% Design Submittal	\$5,480	N/A
6	Bidding Assistance	\$3,560	N/A
7	Construction Engineering Services	N/A	\$44,190
8	Reimbursable Expenses	\$500	N/A
	Total:	\$78,550	\$44,190

Should you have any questions, please do not hesitate to contact me at my office at (954) 730-0707 – Extension 1030 or on my cell phone at (954) 818-5804 or send me an electronic message at jsmith@chenmoore.com

Respectfully submitted,



CHEN MOORE AND ASSOCIATES
Jennifer Smith, PE
Senior Engineer

EXHIBIT A

GENERAL CONDITIONS/PROVISIONS

These general conditions are attached and made part of proposals and Agreements for services rendered by Chen Moore and Associates (CMA), the Consultant.

1.0 Standard of Care

Consultant, providing services under the Agreement, will endeavor to perform in a manner consistent with the degree of care and skill exercised by members of the same profession under similar current circumstances. The Consultant cannot and does not warrant or guarantee that the Client's project will comply with all interpretations of the Americans with Disabilities Act (ADA) requirements.

2.0 Basic Services

Consultant shall provide the mutually agreed-upon services outlined in this Agreement. Any services not specifically outlined in this Agreement are specifically excluded from the scope of Consultant's services. Consultant assumes no responsibility to perform any services not specifically addressed in the Agreement.

3.0 Additional Services

If mutually agreed to in writing by the parties, in advance, Consultant will provide additional services, which shall be documented and appended hereto. Additional services are not included as part of the basic scope of services and shall be paid for by Client in addition to the payment for basic services. Payment for additional services shall be as mutually agreed to by the parties.

4.0 Client Responsibilities

Unless otherwise designated in writing, the Client's representative with respect to the services to be rendered under the Agreement shall be the individual designated for the authorized signature. Client shall provide all criteria and information required for Consultant to perform services under the Agreement. Client shall provide for access to and make all provisions for Consultant to enter upon public and private property as required to perform services under the Agreement.

5.0 Compensation

- a) Monthly progress invoices for basic services and additional services shall be submitted to the Client by Consultant based on percentage complete for each project task. Hourly services shall be invoiced based on applicable hourly rates in accordance with the Rate Schedule which is subject to semi-annual adjustment.
- b) These invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days.
- c) In order to provide uninterrupted service by Consultant, Client is required to promptly pay submitted invoices. Client shall have a fourteen (14) day review period to request clarification or additional information regarding an invoice. If no request is made during the review period, the invoice is deemed approved and payment shall be made in the full amount of the invoice.
- d) If Client fails to make payments when due or otherwise breaches the Agreement, Consultant may suspend performance of services with *seven (7) days written* notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages whatsoever as a result of such suspension caused by any breach of the Agreement by Client. Upon payment in full by Client, Consultant may, upon written agreement of both parties, resume services under the Agreement and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Consultant to resume performance.
- e) Payment of invoices is in no case subject to unilateral discounting or setoffs by Client and payment is due regardless of suspension or termination of the Agreement by either party.

6.0 Permit, Agency and Application Fees

Client shall be responsible for and pay all project-related fees including, but not limited to, permitting, filing, recording, inspection, plan review, DRI, PUD, rezoning and other related fees.

7.0 Collection Costs

In the event that any invoice or portion thereof remains unpaid for more than thirty (30) days following the invoice date, Consultant may initiate legal action to enforce the compensation provision of the Agreement. Consultant is entitled to collect any judgment or settlement sums due, reasonable attorney fees, court costs, interest and expenses incurred by Consultant in connection with the collection of any amount due under the Agreement.

8.0 Reimbursables

Project-related expenses such as travel, lodging, per diem, long distance communications, postage, shipping, reproductions, approved subcontracted services and other necessary and customary costs shall be paid to Consultant by Client. These reimbursables shall be compensated at:

- Unit prices per Consultant's Rate Schedule.
- Out-of-pocket expenses billed at a multiplier of 1.15 to cover processing costs.

9.0 Taxes

Any government-imposed taxes or fees shall be added to the invoice and paid by Client to Consultant for services under the Agreement.

10.0 Indemnification

- Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, employees and independent subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or connected with the Agreement or performance by any of the parties above-named, of the services performed under the Agreement, except (i) those damages, liabilities or costs attributed to the negligent acts or negligent failures to act by Consultant specifically in the performance of the Agreement, or (ii) those liabilities or costs attributed to grossly negligent or intentional acts by Consultant occurring other than in the specific performance of the Agreement.
- Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, a Florida corporation, and not against any of Consultant's employees, officers or directors, and specifically waives the bringing of any such claims against said individuals.
- In the event that any third party, whether or not such third party is a party to this Agreement, should bring an action, assert a claim, or have imposed upon Consultant, its officers, directors, employees and independent subconsultants any judgment, damages or liability where such claim is, in any way whatsoever, asserted due to the existence of this Agreement or any services rendered or performed by Consultant, its officers, employees and independent subconsultants in connection therewith, Client agrees to indemnify and hold Consultant, its officers, employees and independent subconsultants harmless of and from any and all claims, liabilities, damages, costs, judgment or other amounts which may be awarded against Consultant, its officers, directors, employees and independent subconsultants, or any of the foregoing.

11.0 Limitation of Liability

In recognition of the relative risks and benefits of the project to both Client and Consultant, Client agrees to the fullest extent permitted by law, to limit the liability of Consultant and/or its employees, officers, directors, partners, agents and/or representatives to Client and/or any person and/or entity claiming by and/or through Client for any and all claims, losses, costs, damages or claim's expenses from any cause or causes, including, but not limited to, attorney fees and costs resulting from Consultant's negligent acts, errors and/or omissions. The total liability of Consultant to Client shall in no event exceed \$100,000.

12.0 Instruments of Service Ownership

- All reports, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by Consultant as the Agreement's instruments of service shall remain the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.
- Instruments of service by Consultant are for the sole use of Client and are not to be copied or distributed, in any manner, to a third party, without the express written permission of Consultant. Electronic information or files are for informational purposes only. It is the responsibility of Client to verify the accuracy of the information therein and to hold Consultant harmless for any damages that may result from the use of the information. Client at his own cost shall be responsible for validating any and all electronic information provided.

13.0 Governing Law

Client and Consultant agree that the Agreement and any legal actions concerning said Agreement shall be governed by the laws of the State of Florida.

14.0 Mediation/Dispute Resolution

- To resolve any conflict which might arise during the performance of the Consultant's services under the Agreement, or during the construction of the Project, and/or following the completion of the project, Client and Consultant agree that all disputes, pertaining to the performance of services by Consultant, shall be first submitted to non-binding mediation. Failure by any party to fully comply with the pre-suit mediation provision shall, upon finding by a court and/or jury, constitute a waiver of this condition precedent. The fees and/or costs of mediation shall be equally borne by the parties to the Agreement.
- In the event of litigation, disputes shall be resolved in the circuit court of the Florida County in which the Project is located under the Agreement. The prevailing party in such litigation shall be entitled to recover from the non-prevailing party all reasonable attorney fees, taxable court costs, expert witness fees and costs, demonstrative evidence costs, and such other reasonable fees and/or costs generally associated with the litigation of such matters, as determined upon hearing, post-trial, by the court.
- Irrespective of any contract provision or obligation of either party hereunder pursuant to contract or agreement with person(s) and/or entity(ies) not specifically named herein, Consultant shall not be obligated to participate in, nor be a named party in, any arbitration proceeding without the express written consent of Consultant.

15.0 Delays

- a) In the event the project under the Agreement is delayed by any act or omission by Client or any other causes beyond Consultant's exclusive control, Client agrees that Consultant is not responsible for any and all damages arising directly or indirectly from such delays. If the delays resulting from any such causes are fifteen (15) days or more, or increase the cost or time required by Consultant to perform its services in an orderly and efficient manner, Consultant shall be entitled to an equitable adjustment in schedule and/or compensation prior to re-commencing work on the project.
- a) Client recognizes and agrees that factors both within and without Consultant's control may delay the work performance, permit issuance, design and construction of the project. Client agrees that it shall not be entitled to any claim for damages due to hindrances or delays from any cause whatsoever including, but not limited to: the production of contract documents; review of documents by any government agency; issuance of permits from any government agency, beginning of completion of construction; or performance of any task of the work pursuant to the Agreement. Permitting is a regulatory function and Consultant does not guarantee issuance of any permit. Agency reviews and permitting are deemed 'factors' outside of the Consultant's control.

16.0 Termination

The Agreement and the obligation to provide further services under the Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Consultant shall have the right to terminate this Agreement for Consultant's convenience and without cause upon giving the Client seven (7) days written notice. In the event of termination of the Agreement by either party, Client shall within fifteen (15) calendar days of termination, pay Consultant for all services rendered to date, all reimbursable costs and termination expenses incurred by Consultant up to the date of termination, in accordance with the payment provisions of the Agreement.

17.0 Renegotiation of Fees

Consultant reserves the right to renegotiate fixed fees to reflect changes in price indices and pay scales applicable to the period when services are rendered.

18.0 Construction Phase

- a) Consultant shall not, during any site visits or as a result of observing Contractor's work in progress, supervise, manage, direct or have control over Contractor's work. Nor shall Consultant have any authority or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its work. Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume any responsibility for Contractor's failure to finish and perform its work in accordance with the contract documents.
- b) If construction phase services including project observation or review of the Contractor's performance are not part of this Agreement, such services shall be provided for by the Client. The Client assumes all responsibility for interpretations of the Contract Documents and for construction observation; and the Client waives any claims against the Consultant that may be in any way connected thereto.

19.0 Signage

Client agrees to provide Consultant with a location for Consultant's temporary construction signage on the project site before and during construction activities.

20.0 Notice

That, whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit.

FOR CMA

Peter Moore P.E., President
Chen Moore and Associates
500 W. Cypress Creek Road,, Suite 630
Fort Lauderdale, FL33309

21.0 Successors and Assigns

Neither party to the Agreement shall transfer, sublet or assign any rights under or interest in the Agreement (including, but without limitation, monies that may become due or monies that are due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by Consultant shall not be considered as an assignment for purposes of the Agreement.

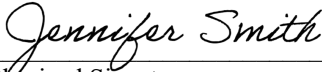
EXHIBIT B

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: **SW 54th Court Stormwater Improvements**
Client Name: **City of Dania Beach**
Client Contact: **Dincer Ozaydin**
Client Address: **100 West Dania Beach Boulevard**
Client Phone/Fax: **(954) 924-6808**
Client E-mail: **dozaydin@daniabeachfl.gov**
CMA Project No. **090.041**
Agreement Date: **Approval Date**
FEE: **\$122,740**
RETAINER: **N/A**

The undersigned agree to the attached General Conditions/Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate agreement.

**CHEN MOORE AND ASSOCIATES
D/B/A CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC. (CONSULTANT)**



Authorized Signature

Jennifer Smith / Senior Engineer

Print Name/Title

11/24/2020

Date

CITY OF DANIA BEACH (CLIENT)

Authorized Signature

Print Name/Title

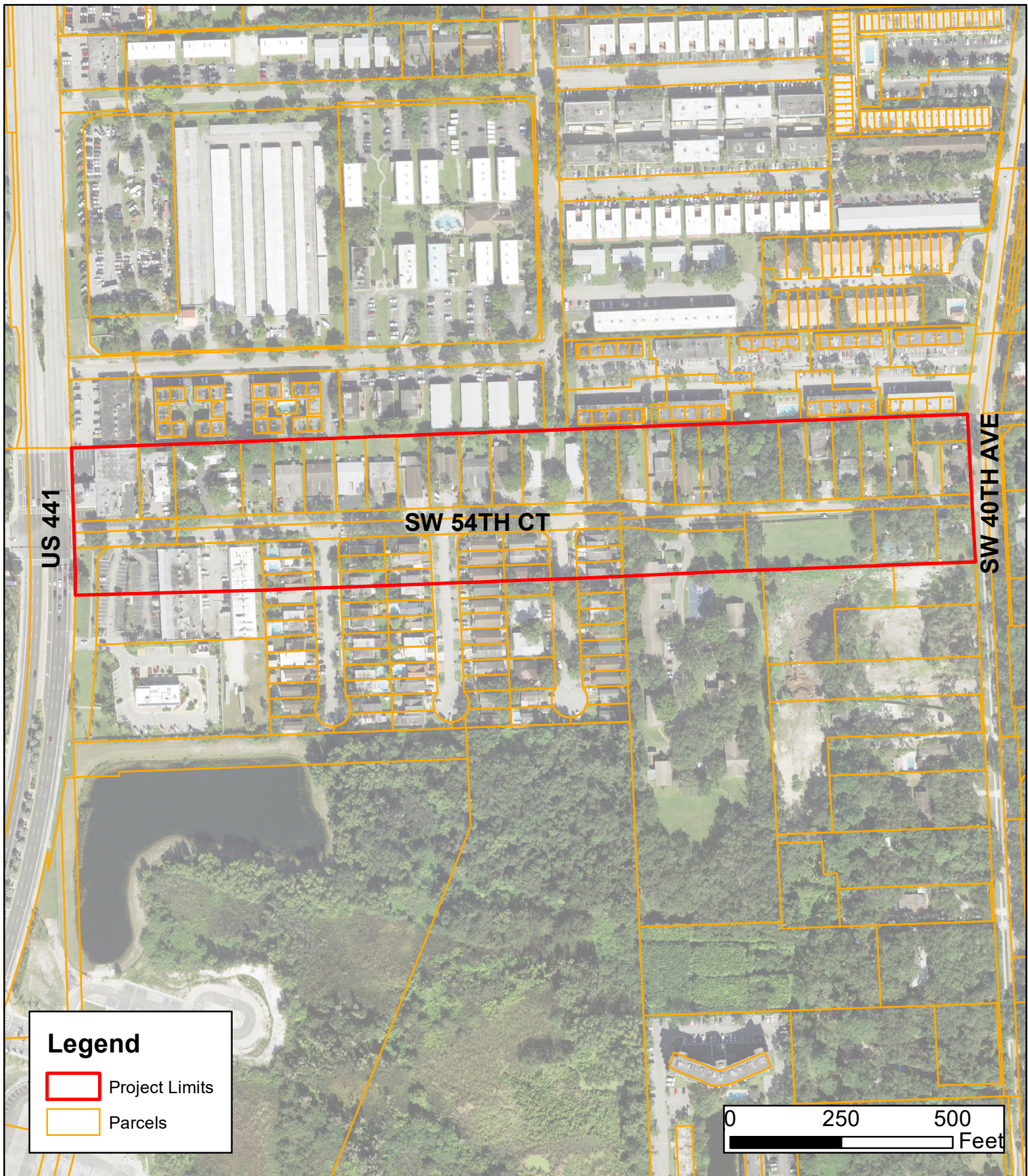
Date

EXHIBIT C – RATE SCHEDULE

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$250.00
Project Director	\$190.00
Senior Project Manager	\$170.00
Project Manager	\$155.00
Senior Engineer	\$140.00
Senior Construction Specialist	\$130.00
Senior Landscape Architect	\$125.00
Senior Planner	\$125.00
Project Engineer	\$125.00
Associate Engineer	\$115.00
Senior Designer	\$105.00
Project Landscape Architect	\$100.00
Project Planner	\$100.00
Associate Landscape Architect	\$85.00
Associate Planner	\$85.00
Engineer	\$85.00
Designer	\$85.00
Construction Specialist	\$85.00
Senior Technician	\$75.00
Technician	\$65.00
Clerical	\$60.00
Engineering Intern	\$60.00

**SW 54TH COURT STORMWATER IMPROVEMENTS
EXHIBIT D - FEE PROPOSAL**

TASK NO.	TASK DESCRIPTION	SUBCONSULTANT (\$)	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	SENIOR PLANNER/ SENIOR LANDSCAPE ARCHITECT	ENGINEER / DESIGNER	SENIOR TECHNICIAN	TECHNICIAN	CONSTRUCTION SPECIALIST	CLERICAL / INTERN	TOTAL HOURS	TOTAL COST
1.0	Site Investigation Task													
1.1	Topographic Survey	\$ 15,500.00			4				6				10	\$16,570
1.2	Subsurface Utility Verification	\$ 4,500.00			4			8					12	\$5,800
1.3	Geotechnical Investigation	\$ 2,000.00			4								4	\$2,620
1.4	Document Research/Review				4			10		20			34	\$2,770
1.5	Project Site Visits				8			8					16	\$1,920
	TOTAL - TASK 1													\$29,680
2.0	60% Design Submittal Task		2	4	20		4	100		100			230	\$19,780
	TOTAL - TASK 2													\$19,780
3.0	90% Design Submittal Task		2	4	14		2	60		60			142	\$12,600
	TOTAL - TASK 3													\$12,600
4.0	Regulatory Permitting Task				20			30		20			70	\$6,950
	TOTAL - TASK 4													\$6,950
5.0	100% Design Submittal Task		1	4	10			20		20			55	\$5,480
	TOTAL - TASK 5													\$5,480
6.0	Bidding Assistance				12			20					32	\$3,560
	TOTAL - TASK 6													\$3,560
7.0	Construction Engineering Services													
7.1	Shop Drawing Review				4			20			10		34	\$3,170
7.2	Construction Meeting Attendance				25						25		50	\$6,000
7.3	Respond to Requests for Information				40			40					80	\$9,600
7.4	Construction Inspections				20			20			200		240	\$21,800
7.5	Certification and Contract Closeout				4			20		20			44	\$3,620
	TOTAL - TASK 7													\$44,190
8.0	Reimbursable Expenses	\$ 500.00											0	\$500
	TOTAL - TASK 8													\$500
	SUBTOTAL HOURS		5	12	193	0	6	356	6	240	235	0	1,053	
	TOTAL FEE ESTIMATE													\$122,740
	Dania Beach Hourly Rates		\$250.00	\$170.00	\$155.00	\$140.00	\$125.00	\$85.00	\$75.00	\$65.00	\$85.00	\$60.00		





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 CONSTRUCTION ENGINEERING SERVICES AND BIDDING ASSISTANCE TO BE PROVIDED BY CHEN MOORE AND ASSOCIATES (CMA) FOR THE SOUTHWEST 52ND STREET DRAINAGE PROJECT IN THE AMOUNT OF FORTY SEVEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$47,750.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

Purchasing Requests ONLY

Dept:

Acct #:

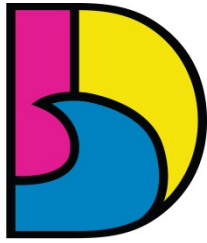
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-SW52ST-CES-BIDDING-ASSTCNE-041321 (2), R-2021- Chen Moore Construction Engineering Services and Bidding Assistance for SW 52nd Street Drainage Project, Chen Moore and Associates Agreement for Professional Engineering Services for Design of SW 52nd Street Drainage Project executed



DANIA BEACH
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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: April 13, 2021

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager

FROM: Fernando J. Rodriguez, Public Services Director

**RE: APPROVAL OF A RESOLUTION TO PROCURE PROFESSIONAL CONSTRUCTION
ENGINEERING SERVICES, AND BIDDING ASSISTANCE FROM CHEN MOORE AND
ASSOCIATES FOR SW 52 STREET DRAINAGE IMPROVEMENT PROJECT**

Request

The Public Services Department (PSD) is requesting approval of a resolution to authorize the inclusion of construction engineering services and bidding assistance with Chen Moore and Associates for the SW 52nd Street Drainage Improvement Project in the amount of \$47,750.

Background

Chen Moore and Associates was one of fifteen firms chosen as an engineering consultant for continuing services under RFQ 20-005, per the Consultants Competitive Negotiation Act (CCNA). The City Commission approved the list on January 12, 2021, with Resolution 2021-007.

On December 8, 2020, PSD presented new stormwater projects to the Dania Beach City Commission. Included in the presentation was the SW 52nd Street Improvement Drainage Project. The Commission authorized the project along with the others presented at that meeting.

In 2018, PSD contracted with Chen Moore and Associates (CMA) to study drainage solutions in a limited area covering east of SW 40 Avenue and south of Griffin Road. CMA completed the Southwest Area Stormwater Study Final Report that year and included the SW 52nd Street Drainage Project in the document. This project was identified as a separate project to follow the SW 43rd Terrace Drainage Project's construction, as a type of second phase. The SW 43rd Terrace Drainage Project, which is funded by the Broward County Transportation Surtax dollars, is expected to start late this spring. Authorizing the design of the SW 52nd Street component at this time will allow for this phase to seamlessly follow as part of the larger SW 43rd Terrace project.

CMA has provided the PSD a proposal for construction engineering services and bidding assistance for the SW 52nd Street Stormwater Improvements at a cost of \$47,750. A Proposal is attached.

\continued...

APRIL 2018 RESOLUTION TO PROCURE PROFESSIONAL CONSTRUCTION
ENGINEERING SERVICES AND BIDDING ASSISTANCE FROM CHEN MOORE AND
ASSOCIATES FOR SW 52 STREET DRAINAGE PROJECT

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Budgetary Impact

Construction engineering services and bidding assistance will not exceed \$47,750. Fund will be appropriated from the Stormwater Management/Infrastructure Improvements other than Buildings Account 403-38-31-538-63-10.

Recommendation

It is recommended that the City Commission adopt the resolution to procure construction engineering services and bidding assistance from Chen Moore and Associates for the SW 52nd Street Drainage Improvement Project.

RESOLUTION NO. 2021-045

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING CONSTRUCTION ENGINEERING SERVICES AND BIDDING ASSISTANCE TO BE PROVIDED BY CHEN MOORE AND ASSOCIATES (CMA) FOR THE SOUTHWEST 52ND STREET DRAINAGE PROJECT IN THE AMOUNT OF FORTY SEVEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$47,750.00); 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/she is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the City of 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 for a vendor each fiscal year; and

WHEREAS, CMA was chosen as one of fifteen firms approved as an engineering consultant for a continuing contract services ("CCNA") by the City Commission on January 12, 2021, pursuant to City RFQ No. 20-005, authorized under Resolution No. 2021-007; and

WHEREAS, the City has determined that the Southwest 52nd Street area is in need of drainage improvements and the Public Services Department Director has determined that CMA is best able to provide construction engineering services and bidding assistance needed for drainage improvements; and

WHEREAS, CMA has provided the Public Services Department a proposal that includes construction engineering services and bidding assistance for the SW 52nd Street Stormwater Improvement Project at a cost of Forty Seven Thousand Seven Hundred Fifty Dollars (\$47,750.00), an amount which exceeds the city vendor threshold of \$25,000; which cost amount for construction engineering services and bidding assistance were excluded in City Commission approved Resolution 2021-014 on February 9, 2021 with CMA;

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

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 all Department purchases shall be subject to and made within the approved level of their respective annual budget appropriations and in accordance with the City of Dania Beach Purchasing Policy for each fiscal year.

Section 3. That the City Commission authorizes the purchases of construction engineering services and bidding assistance from CMA in the amount of Forty Seven Thousand Seven Hundred Fifty Dollars (\$47,750.00) for the Southwest 52nd Street Drainage Improvement Project; funds are available in the Stormwater Capital Projects Account/Infrastructure other than Bldgs. Account No. 403-38-31-538-63-10.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED on April 13, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



November 23, 2020

City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004
ATTN: Dincer Ozaydin

**Subject: SW 52nd Street Stormwater Improvements
Scope of Services for Professional Planning and Design Services**

Dear Mr. Ozaydin:

Chen Moore and Associates (CMA) is pleased to submit the attached Agreement for Professional Services and Scope of Services to provide professional services on the SW 52nd Street Stormwater Improvements. CMA will provide site investigation, engineering design services, regulatory permitting, bidding assistance and construction engineering services for this stormwater improvement project.

PROJECT INTRODUCTION

The general boundaries of the project area are along SW 52nd Street from SW 40th Avenue west to US 441, displayed in Figure 1 – Location Map. The neighborhood is composed of residential single-family homes with limited existing drainage infrastructure on SW 40th Avenue. Portions of the roadway are low lying and are not interconnected to the existing drainage system, causing severe flooding within the roadway. City has received resident complaints of flooding along this roadway.

CMA will prepare construction documents for recommended improvements for this SW 52nd Street, which is displayed in Figure 2 – Recommended Improvements. The proposed improvements will include the interconnection to the proposed drainage improvements on SW 43rd Avenue that CMA has designed and permitted. SW 43rd Terrace stormwater improvements project is currently pending an agreement with the County before construction may occur. At this time, CMA will design the improvements on SW 52nd Street and include these improvements within the SW 43rd Terrace stormwater improvements project. The City will coordinate with the grant agency to determine if these projects are able to be combined and will advise CMA. In the event these projects are unable to be combined, CMA will prepare the SW 52nd Street stormwater improvements separately from the completed SW 43rd Terrace stormwater improvement project. CMA will proceed with the detailed design, regulatory permitting, bidding assistance and construction engineering services for the recommended stormwater improvements according to the scope of services outlined within the following sections.

SCOPE OF SERVICES

Task 1: Site Investigation Task

Task 1.1 Topographic Survey

CMA shall retain a licensed surveyor to complete the topographic survey of the project limits within SW 52nd Street Stormwater Improvements. The surveyor will be responsible for providing the topographic survey of the project limits in PDF and CAD formats along with any signed and sealed surveys required during the permitting process. CMA shall coordinate directly with the surveyor to ensure all appropriate data is gathered during the completion of the topographic survey. CMA shall review topographic data upon completion of the survey and

provide any comments to the surveyor if necessary. CMA shall update the CAD settings of the topographic survey as necessary and incorporate survey information into the base plans for the project. CMA shall complete this task within 30 calendar days from the issuance of the Notice to Proceed by the City. All work under this task will be billed on a lump sum basis.

Task 1.2 Subsurface Utility Verification

CMA shall retain a subsurface utility engineering consultant to conduct up to 10 utility testholes to confirm the location of any existing underground utilities within the project limits. The completion of utility testholes will be necessary to avoid conflicts between the proposed underground improvements and any existing underground utility infrastructure within the public right of way. CMA shall review the utility testhole report upon completion and provide any comments to the subsurface utility engineering consultant if necessary. CMA shall incorporate the existing underground utilities into the base plans for the project based on the information included within the utility testhole reports. CMA shall complete this task within 30 calendar days from the issuance of the Notice to Proceed by the City. All work under this task will be billed on a lump sum basis.

Task 1.3 Geotechnical Investigation

CMA shall retain a geotechnical engineering firm to acquire the relevant soils information required to estimate subsurface soil conditions, soil infiltration rates, and soil permeability, which is necessary to properly design the proposed improvements within SW 52nd Street Stormwater Improvements. This task includes the completion to two Standard Penetration Test (SPT) soil borings to verify the subsurface soil conditions within SW 52nd Street Stormwater Improvements. CMA shall complete this task within 30 calendar days from the issuance of the Notice to Proceed by the City. All work under this task will be billed on a lump sum basis.

Task 1.4 Document Research/Review

CMA shall review all available topographic surveys, atlases, design drawings, record drawings, shop drawings, permit documents, reports and/or master plans relevant to the SW 52nd Street project limits. CMA will use this information to determine and verify the configuration of existing conditions along with any limitations on the proposed improvements. CMA will also review all plat maps for the project areas to confirm the presence of any utility easements. CMA shall contact the Sunshine State One Call Service to determine the existing utilities which are located in the project area. As necessary, CMA will coordinate directly with all utility providers with existing infrastructure within the project area to obtain any available system maps. CMA shall incorporate the approximate location of all existing underground utilities into the design plans based on any available drawings. CMA shall complete this task within 30 calendar days from the issuance of the Notice to Proceed by the City. All work under this task will be billed on a lump sum basis.

Task 1.5 Project Site Visits

CMA shall perform necessary site visits to the project area to verify the impact of the existing conditions on the configuration of the proposed improvements. CMA shall walk the entire site within the SW 52nd Street project limits and obtain photographs of all potential obstructions and encroachments that may impact the proposed improvements. CMA will conduct site visits to confirm the accuracy of the topographic survey and to identify any potential impacts on the proposed improvements. As necessary, CMA shall conduct site visits throughout the design process to confirm and inspect the existing conditions from the issuance of Notice to Proceed by the City until the completion of the 100% Design Submittal. All work under this task will be billed on a lump sum basis.

Task 2: 60% Design Submittal Task

CMA will prepare and submit 60% design project documents for SW 52nd Street Stormwater Improvements to the City for review and approval. All work under this task will be billed on a lump sum basis. The project documents for this task shall include the following items:

- Design Plans – CMA will prepare 60% design drawings, which will consist of the existing condition plans, stormwater plans (plan view only), paving and grading plans, pavement markings and signage plans and any relevant detail drawings.
- Cost Estimate – CMA will prepare a preliminary cost estimate of the probable construction costs which will reflect the proposed work included within the 60% Design Submittal.

In addition to plan development, CMA shall develop an updated ICPR4 stormwater model to conduct a more detailed analysis of the project area. CMA will subdivide the project area into multiple drainage basins to allow for the more detailed analysis of the project area. CMA will tabulate the model parameters of the relevant nodes and links within the stormwater model to reflect the basin boundaries within the project area. CMA will run the updated stormwater model to obtain peak flood stages, flood durations, and peak discharges for the existing conditions within the project area. CMA will also use the stormwater model to assess the effectiveness of the potential system improvement. CMA will utilize this stormwater model during the permitting phase of the project.

CMA shall be responsible for all civil engineering design services necessary to prepare the 60% Design Submittal. CMA shall be responsible for the preparation of existing conditions plans, stormwater plans, paving and grading plans, and pavement markings and signage plans within the 60% Design Submittal. CMA shall submit 60% design plans to the City for review within 30 calendar days from the completion of Task 1 – Site Investigation.

Task 3: 90% Design Submittal Task

CMA will prepare and submit 90% design project documents for SW 52nd Street Stormwater Improvements to the City for review and approval. All work under this task will be billed on a lump sum basis. The project documents for this task shall include the following items:

- Design Plans – CMA will prepare these 90% design drawings, which will consist of the existing condition plans, stormwater plans, paving and grading plans, pavement markings and signage plans, landscape restoration and any relevant detail drawings.
- Technical Specifications – CMA will prepare technical specifications for the proposed work included within the 90% Design Submittal.
- Cost Estimate – CMA will prepare a cost estimate of the probable construction costs which will reflect the proposed work included within the 90% Design Submittal.

CMA shall be responsible for all civil engineering design services necessary to prepare the 90% Design Submittal. CMA shall be responsible for the preparation of existing conditions plans, stormwater plans, paving and grading plans, and pavement markings and signage plans within the 90% Design Submittal. CMA shall submit 90% design plans to the City for review within 30 calendar days upon the receipt of the City review comments on the 60% Design Submittal.

Task 4: Regulatory Permitting Task

CMA will obtain, review, and complete permit applications and will prepare backup documentation required by the regulatory permitting agencies. CMA will be responsible for coordination with all regulatory agencies during the permitting process. Upon the receipt of City review comments on the 90% Design Submittal, CMA will send the application forms to the City for signature along with requesting check(s) for all permit and application fees. CMA shall submit all required permit applications to the relevant regulatory agencies. The regulatory agencies typically complete their initial review within 30 calendar days after the permit submittal. Upon obtaining review comments from the regulatory agencies, CMA will revise applications, plans, and technical specifications as per comments from these regulatory agencies and re-submit to the regulatory agencies for permit approval. The permit approvals can be expected within 60 days of submittal to the regulatory agencies. All required permit approvals must be obtained from the regulatory agencies prior to submitting the 100% Design Submittal to the City. All work under this task will be billed on a lump sum basis.

CMA shall obtain the relevant surface water permits required for the proposed stormwater improvements within the project area. CMA shall submit permit application packages to the South Florida Water Management District (SFWMD) for an Environmental Resource Permit and to Broward County Environmental Protection and Growth Management (BCEPGM) for a Surface Water License as necessary. CMA shall also coordinate with Broward County Traffic Engineering Division for pavement marking and signage approval and SFWMD/BCEPGM for water use dewatering approval. CMA shall also coordinate with BC EPGM for any associated impacts to the existing trees. CMA shall update the stormwater plans based on any review comments received during the permitting process.

Task 5: 100% Design Submittal Task

CMA will prepare and submit 100% design documents for SW 52nd Street Stormwater Improvements to the City for review and approval. All work under this task will be billed on a lump sum basis. The project documents for this task shall include the following items:

- Design Plans – CMA will prepare these final design drawings, which will consist of the existing condition plans, stormwater plans, paving and grading plans, pavement markings and signage plans, landscape restoration and any relevant detail drawings.
- Technical Specifications – CMA will prepare the final technical specifications, which will include each discipline of the proposed work defined within the 100% Design Submittal.
- Cost Estimate – CMA will prepare a final cost estimate of the probable construction costs, which will reflect the proposed work defined within the 100% Design Submittal.
- Bid Schedule – CMA will prepare a final bid schedule, which will include all line items for the proposed work defined within the 100% Design Submittal.

CMA shall be responsible for all civil engineering design services necessary to prepare the 100% Design Submittal. CMA shall be responsible for the preparation of existing conditions plans, stormwater plans, paving and grading plans, and pavement markings and signage plans within the 100% Design Submittal. CMA shall submit 100% design plans to the City for incorporation into the bidding documents within 30 calendar days from the receipt of all permit approvals.

Task 6: Bidding Assistance

CMA will assist the City with the preparation of the bid advertisement and bid documents for SW 52nd Street Stormwater Improvements. CMA will attend the Pre-Bid Meeting and will answer all questions and clarifications from potential bidders that are technical in nature. CMA will respond to all written questions requesting clarification of the technical documents for this project. The City shall be responsible for bid advertisement, distribution of bid documents to interested bidders, processing all bid submittals, and verification that each bid submittal meets all Purchasing related requirements. CMA shall complete this task according to the schedule defined by the City for the bidding process.

CMA will review the final bid results and make a recommendation for bid award. CMA shall evaluate the qualifications and prior project performance of the low bidder. CMA shall prepare and submit a bid recommendation letter to the City. CMA shall complete this task according to the schedule defined by the City for the bidding process.

Task 7: Construction Engineering Services

Task 7.1 Shop Drawing Review

CMA will review all shop drawings submitted by the contractor prior to commencement of construction. CMA shall review and respond to each shop drawings within 5 work days of the submittal by the contractor. Upon review of each shop drawing, CMA will submit the shop drawings to City staff for their review and approval. CMA shall complete this task according to the schedule established for the contractor. All work under this task will be billed on a hourly not to exceed basis.

Task 7.2 Construction Meeting Attendance

CMA will attend one preconstruction meeting and up to 10 construction progress meetings with the contractor, City staff, and other project stakeholders over the construction duration. CMA will attend a walk-through inspection meeting to prepare a punch list at the substantial completion stage. CMA will attend a final inspection meeting to review the punch list for completion prior to final acceptance of the project. CMA shall complete this task according to the schedule established for the contractor. All work under this task will be billed on a hourly not to exceed basis.

Task 7.3 Respond to Requests for Information

CMA will review and respond to Requests For Information (RFI) from the contractor during construction operations. CMA shall review and respond to each RFI within 3 work days of the submittal by the contractor. As necessary, CMA shall prepare any documentation required to clarify issues included within a RFI from the contractor. CMA will review all pay applications from the contractor to verify the accuracy of their progress. CMA shall complete this task according to the schedule established for the contractor. All work under this task will be billed on a hourly not to exceed basis.

Task 7.4 Construction Inspections

CMA shall assist the City with the inspection of the project implementation during construction operations. CMA will be available to conduct site inspections of the work during construction operations throughout the construction duration. Construction inspection services defined within this task were estimated based on a

construction inspector on-site approximately 200 total hours, estimated to 10 hours per week times 20 weeks for the project. The fees for this task will be paid on an hourly not to exceed basis.

Task 7.5 Certification and Contract Closeout

CMA shall assist the CITY with the closeout of the contractor's contract. CMA shall review and approve all final documents submitted by the contractor, which will include the project as-built drawings. CMA shall update the Stormwater GIS Atlas based on the as-built drawings for the proposed stormwater improvements constructed under this project. CMA shall submit project certifications to the relevant regulatory agencies per permit requirements. CMA shall submit a project certification letter to the City upon the final acceptance of the project. All work under this task will be billed on a hourly not to exceed basis.

Task 8: Reimbursable Expenses

Task 8.1 Document Reproduction

CMA shall provide all document reproduction required for each project deliverable to the City and regulatory agencies as defined within the scope. All printing costs for deliverable will be reimbursed by the City at cost.

DELIVERABLES

CMA will provide the following deliverables at each submittal:

Design Plans:

- 3 half size sets (11"x17") at each submittal
- 1 digital copy (CAD format) at each submittal
- 1 digital copy (PDF format) at each submittal

Technical Specifications:

- 1 hard copy at each submittal
- 1 digital copy (PDF format) at each phase submittal

SCOPE ASSUMPTIONS

- The City will provide all available topographic surveys, atlases, design drawings, record drawings, shop drawings, permit documents, reports and/or master plans relevant to the project area.
- This scope does not include any services required for easement or right-of-way acquisitions.
- The City shall provide all required permit fees.
- The selected contractor will be responsible for obtaining any City Building Permit required for this project along with all related coordination and preparation of any backup documentation required for the City Building Permit. CMA will only be responsible for any revisions to the design plans required by the City of Dania Beach Building Department.
- The City will provide timely responses to information included within each submittal.
- The City shall be responsible for bid advertisement, distribution of bid documents to interested bidders, processing all bid submittals, and verification that each bid submittal meets all Purchasing related requirements.
- CMA will submit monthly invoices, which will be payable by Client within 30 days.
- The City will reimburse CMA for any document reproduction costs for all submittals to Client and to

regulatory agencies.

- Reimbursable expenses for mileage for any site visits have been included in the lump sum fees.
- Additional reimbursable expenses requested by the City outside of the items defined within scope, such as additional land surveying, geotechnical testing, utility testholes, laboratory testing, permit fees, additional document reproduction, or express delivery of documents, shall be invoiced at cost as defined in our contract agreement with the City.
- Any additional engineering services from CMA requested by the City outside of the items defined within scope will be billed at hourly rates according the attached Rate Schedule.

PROJECT SCHEDULE

CMA shall start work immediately upon receipt of Notice to Proceed and official authorization from the City of Dania Beach.

Task	Task Description	Duration
1	Site Investigation	30 days
2	60% Design Submittal	30 days
3	90% Design Submittal	30 days
4	Regulatory Permitting	60 days
5	100% Design Submittal	30 days
6	Bidding Assistance	N/A
7	Construction Engineering Services	N/A
8	Reimbursable Expenses	N/A

PROJECT FEES

CMA has prepared this proposal for the professional services necessary to accomplish this scope of services on this project. The total fees for this project are **\$120,040**, which are summarized within the table below:

Task	Task Description	Lump Sum Fees	Hourly NTE Fees
1	Site Investigation	\$29,610	N/A
2	60% Design Submittal	\$18,080	N/A
3	90% Design Submittal	\$12,600	N/A
4	Regulatory Permitting	\$6,020	N/A
5	100% Design Submittal	\$5,480	N/A
6	Bidding Assistance	\$3,560	N/A
7	Construction Engineering Services	N/A	\$44,190
8	Reimbursable Expenses	\$500	N/A
	Total:	\$75,850	\$44,190

Should you have any questions, please do not hesitate to contact me at my office at (954) 730-0707 – Extension 1030 or on my cell phone at (954) 818-5804 or send me an electronic message at jsmith@chenmoore.com

Respectfully submitted,

A handwritten signature in black ink that reads "Jennifer Smith". The script is cursive and elegant, with the first letters of each word being capitalized and prominent.

CHEN MOORE AND ASSOCIATES
Jennifer Smith, PE
Senior Engineer

EXHIBIT A

GENERAL CONDITIONS/PROVISIONS

These general conditions are attached and made part of proposals and Agreements for services rendered by Chen Moore and Associates (CMA), the Consultant.

1.0 Standard of Care

Consultant, providing services under the Agreement, will endeavor to perform in a manner consistent with the degree of care and skill exercised by members of the same profession under similar current circumstances. The Consultant cannot and does not warrant or guarantee that the Client's project will comply with all interpretations of the Americans with Disabilities Act (ADA) requirements.

2.0 Basic Services

Consultant shall provide the mutually agreed-upon services outlined in this Agreement. Any services not specifically outlined in this Agreement are specifically excluded from the scope of Consultant's services. Consultant assumes no responsibility to perform any services not specifically addressed in the Agreement.

3.0 Additional Services

If mutually agreed to in writing by the parties, in advance, Consultant will provide additional services, which shall be documented and appended hereto. Additional services are not included as part of the basic scope of services and shall be paid for by Client in addition to the payment for basic services. Payment for additional services shall be as mutually agreed to by the parties.

4.0 Client Responsibilities

Unless otherwise designated in writing, the Client's representative with respect to the services to be rendered under the Agreement shall be the individual designated for the authorized signature. Client shall provide all criteria and information required for Consultant to perform services under the Agreement. Client shall provide for access to and make all provisions for Consultant to enter upon public and private property as required to perform services under the Agreement.

5.0 Compensation

- a) Monthly progress invoices for basic services and additional services shall be submitted to the Client by Consultant based on percentage complete for each project task. Hourly services shall be invoiced based on applicable hourly rates in accordance with the Rate Schedule which is subject to semi-annual adjustment.
- b) These invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days.
- c) In order to provide uninterrupted service by Consultant, Client is required to promptly pay submitted invoices. Client shall have a fourteen (14) day review period to request clarification or additional information regarding an invoice. If no request is made during the review period, the invoice is deemed approved and payment shall be made in the full amount of the invoice.
- d) If Client fails to make payments when due or otherwise breaches the Agreement, Consultant may suspend performance of services with *seven (7) days written* notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages whatsoever as a result of such suspension caused by any breach of the Agreement by Client. Upon payment in full by Client, Consultant may, upon written agreement of both parties, resume services under the Agreement and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Consultant to resume performance.
- e) Payment of invoices is in no case subject to unilateral discounting or setoffs by Client and payment is due regardless of suspension or termination of the Agreement by either party.

6.0 Permit, Agency and Application Fees

Client shall be responsible for and pay all project-related fees including, but not limited to, permitting, filing, recording, inspection, plan review, DRI, PUD, rezoning and other related fees.

7.0 Collection Costs

In the event that any invoice or portion thereof remains unpaid for more than thirty (30) days following the invoice date, Consultant may initiate legal action to enforce the compensation provision of the Agreement. Consultant is entitled to collect any judgment or settlement sums due, reasonable attorney fees, court costs, interest and expenses incurred by Consultant in connection with the collection of any amount due under the Agreement.

8.0 Reimbursables

Project-related expenses such as travel, lodging, per diem, long distance communications, postage, shipping, reproductions, approved subcontracted services and other necessary and customary costs shall be paid to Consultant by Client. These reimbursables shall be compensated at:

- Unit prices per Consultant's Rate Schedule.
- Out-of-pocket expenses billed at a multiplier of 1.15 to cover processing costs.

9.0 Taxes

Any government-imposed taxes or fees shall be added to the invoice and paid by Client to Consultant for services under the Agreement.

10.0 Indemnification

- Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, employees and independent subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or connected with the Agreement or performance by any of the parties above-named, of the services performed under the Agreement, except (i) those damages, liabilities or costs attributed to the negligent acts or negligent failures to act by Consultant specifically in the performance of the Agreement, or (ii) those liabilities or costs attributed to grossly negligent or intentional acts by Consultant occurring other than in the specific performance of the Agreement.
- Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, a Florida corporation, and not against any of Consultant's employees, officers or directors, and specifically waives the bringing of any such claims against said individuals.
- In the event that any third party, whether or not such third party is a party to this Agreement, should bring an action, assert a claim, or have imposed upon Consultant, its officers, directors, employees and independent subconsultants any judgment, damages or liability where such claim is, in any way whatsoever, asserted due to the existence of this Agreement or any services rendered or performed by Consultant, its officers, employees and independent subconsultants in connection therewith, Client agrees to indemnify and hold Consultant, its officers, employees and independent subconsultants harmless of and from any and all claims, liabilities, damages, costs, judgment or other amounts which may be awarded against Consultant, its officers, directors, employees and independent subconsultants, or any of the foregoing.

11.0 Limitation of Liability

In recognition of the relative risks and benefits of the project to both Client and Consultant, Client agrees to the fullest extent permitted by law, to limit the liability of Consultant and/or its employees, officers, directors, partners, agents and/or representatives to Client and/or any person and/or entity claiming by and/or through Client for any and all claims, losses, costs, damages or claim's expenses from any cause or causes, including, but not limited to, attorney fees and costs resulting from Consultant's negligent acts, errors and/or omissions. The total liability of Consultant to Client shall in no event exceed \$100,000.

12.0 Instruments of Service Ownership

- All reports, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by Consultant as the Agreement's instruments of service shall remain the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.
- Instruments of service by Consultant are for the sole use of Client and are not to be copied or distributed, in any manner, to a third party, without the express written permission of Consultant. Electronic information or files are for informational purposes only. It is the responsibility of Client to verify the accuracy of the information therein and to hold Consultant harmless for any damages that may result from the use of the information. Client at his own cost shall be responsible for validating any and all electronic information provided.

13.0 Governing Law

Client and Consultant agree that the Agreement and any legal actions concerning said Agreement shall be governed by the laws of the State of Florida.

14.0 Mediation/Dispute Resolution

- To resolve any conflict which might arise during the performance of the Consultant's services under the Agreement, or during the construction of the Project, and/or following the completion of the project, Client and Consultant agree that all disputes, pertaining to the performance of services by Consultant, shall be first submitted to non-binding mediation. Failure by any party to fully comply with the pre-suit mediation provision shall, upon finding by a court and/or jury, constitute a waiver of this condition precedent. The fees and/or costs of mediation shall be equally borne by the parties to the Agreement.
- In the event of litigation, disputes shall be resolved in the circuit court of the Florida County in which the Project is located under the Agreement. The prevailing party in such litigation shall be entitled to recover from the non-prevailing party all reasonable attorney fees, taxable court costs, expert witness fees and costs, demonstrative evidence costs, and such other reasonable fees and/or costs generally associated with the litigation of such matters, as determined upon hearing, post-trial, by the court.
- Irrespective of any contract provision or obligation of either party hereunder pursuant to contract or agreement with person(s) and/or entity(ies) not specifically named herein, Consultant shall not be obligated to participate in, nor be a named party in, any arbitration proceeding without the express written consent of Consultant.

15.0 Delays

- a) In the event the project under the Agreement is delayed by any act or omission by Client or any other causes beyond Consultant's exclusive control, Client agrees that Consultant is not responsible for any and all damages arising directly or indirectly from such delays. If the delays resulting from any such causes are fifteen (15) days or more, or increase the cost or time required by Consultant to perform its services in an orderly and efficient manner, Consultant shall be entitled to an equitable adjustment in schedule and/or compensation prior to re-commencing work on the project.
- a) Client recognizes and agrees that factors both within and without Consultant's control may delay the work performance, permit issuance, design and construction of the project. Client agrees that it shall not be entitled to any claim for damages due to hindrances or delays from any cause whatsoever including, but not limited to: the production of contract documents; review of documents by any government agency; issuance of permits from any government agency, beginning of completion of construction; or performance of any task of the work pursuant to the Agreement. Permitting is a regulatory function and Consultant does not guarantee issuance of any permit. Agency reviews and permitting are deemed 'factors' outside of the Consultant's control.

16.0 Termination

The Agreement and the obligation to provide further services under the Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Consultant shall have the right to terminate this Agreement for Consultant's convenience and without cause upon giving the Client seven (7) days written notice. In the event of termination of the Agreement by either party, Client shall within fifteen (15) calendar days of termination, pay Consultant for all services rendered to date, all reimbursable costs and termination expenses incurred by Consultant up to the date of termination, in accordance with the payment provisions of the Agreement.

17.0 Renegotiation of Fees

Consultant reserves the right to renegotiate fixed fees to reflect changes in price indices and pay scales applicable to the period when services are rendered.

18.0 Construction Phase

- a) Consultant shall not, during any site visits or as a result of observing Contractor's work in progress, supervise, manage, direct or have control over Contractor's work. Nor shall Consultant have any authority or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its work. Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume any responsibility for Contractor's failure to finish and perform its work in accordance with the contract documents.
- b) If construction phase services including project observation or review of the Contractor's performance are not part of this Agreement, such services shall be provided for by the Client. The Client assumes all responsibility for interpretations of the Contract Documents and for construction observation; and the Client waives any claims against the Consultant that may be in any way connected thereto.

19.0 Signage

Client agrees to provide Consultant with a location for Consultant's temporary construction signage on the project site before and during construction activities.

20.0 Notice

That, whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit.

FOR CMA

Peter Moore P.E., President
Chen Moore and Associates
500 W. Cypress Creek Road,, Suite 630
Fort Lauderdale, FL33309

21.0 Successors and Assigns

Neither party to the Agreement shall transfer, sublet or assign any rights under or interest in the Agreement (including, but without limitation, monies that may become due or monies that are due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by Consultant shall not be considered as an assignment for purposes of the Agreement.

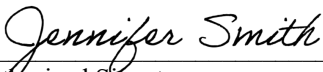
EXHIBIT B

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: **SW 52nd Street Stormwater Improvements**
Client Name: **City of Dania Beach**
Client Contact: **Dincer Ozaydin**
Client Address: **100 West Dania Beach Boulevard**
Client Phone/Fax: **(954) 924-6808**
Client E-mail: **dozaydin@daniabeachfl.gov**
CMA Project No. **090.039**
Agreement Date: **Approval Date**
FEE: **\$120,040**
RETAINER: **N/A**

The undersigned agree to the attached General Conditions/Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate agreement.

**CHEN MOORE AND ASSOCIATES
D/B/A CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC. (CONSULTANT)**



Authorized Signature

Jennifer Smith / Senior Engineer

Print Name/Title

11/24/2020

Date

CITY OF DANIA BEACH (CLIENT)

Ana M. Garcia Digitally signed by Ana M. Garcia
DN: cn=Ana M. Garcia, o=City of Dania Beach,
ou, email=agarcia@daniabeachfl.gov, c=US
Date: 2021.02.11 16:40:52 -05'00'

Authorized Signature

Ana M. Garcia, ICMA-CM, City Manager

Print Name/Title

Date

Approved as to form:

Thomas J. Ansbro Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of Dania Beach,
ou=Legal Department, email=tansbro@daniabeachfl.gov,
c=US
Date: 2021.02.11 09:31:21 -05'00'

Print Name/Title

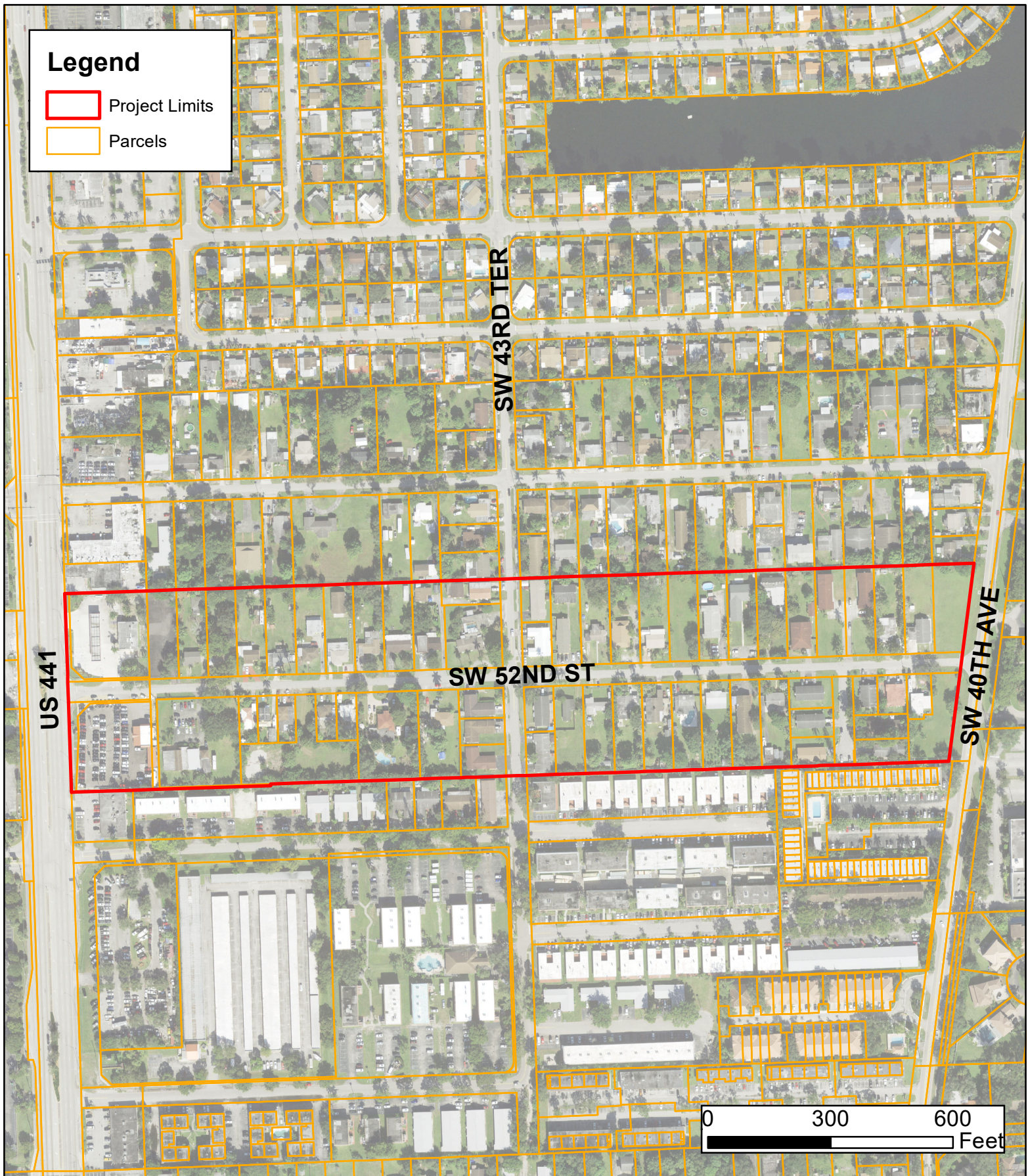
Thomas J. Ansbro
City Attorney

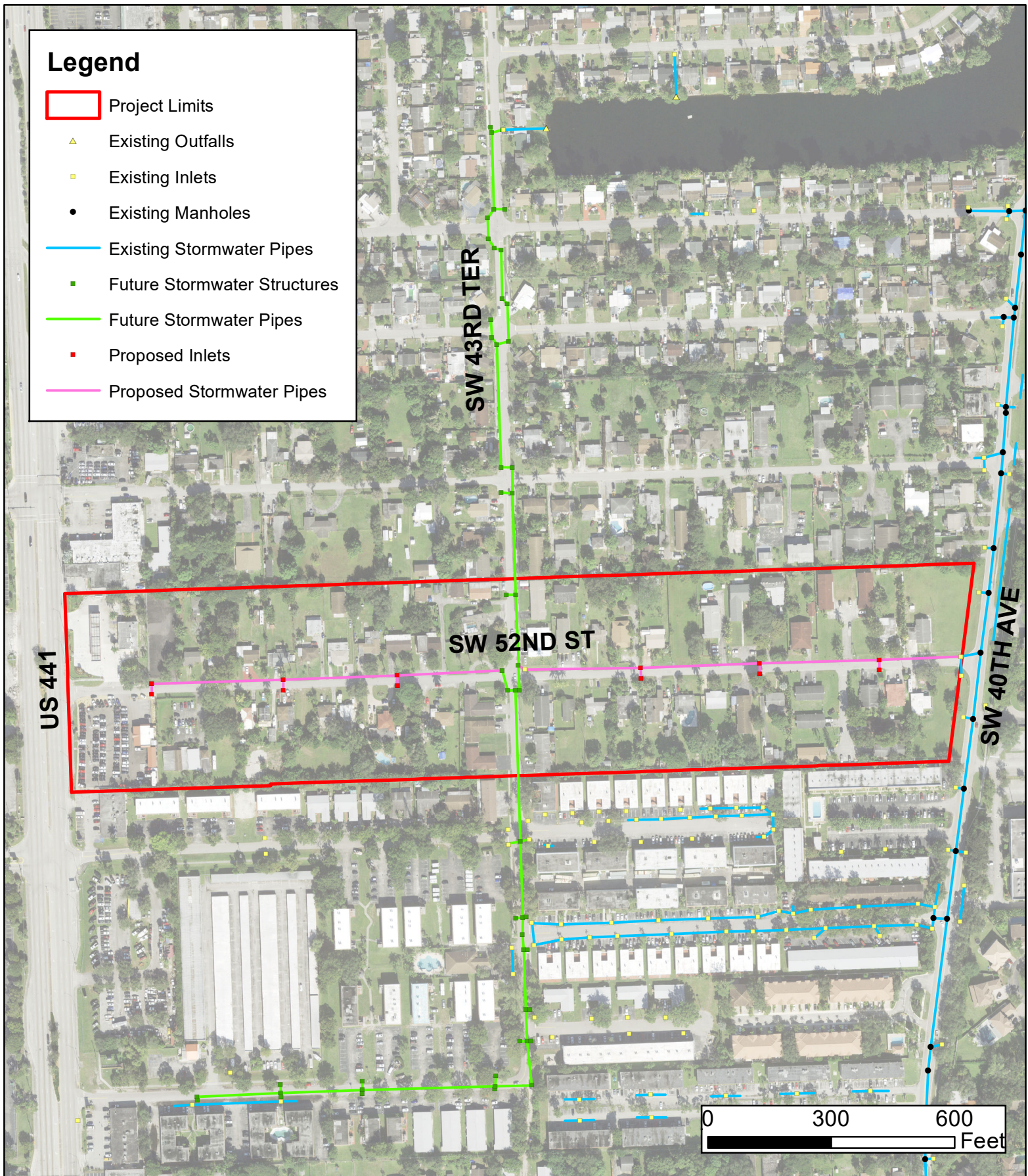
EXHIBIT C – RATE SCHEDULE

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$250.00
Project Director	\$190.00
Senior Project Manager	\$170.00
Project Manager	\$155.00
Senior Engineer	\$140.00
Senior Construction Specialist	\$130.00
Senior Landscape Architect	\$125.00
Senior Planner	\$125.00
Project Engineer	\$125.00
Associate Engineer	\$115.00
Senior Designer	\$105.00
Project Landscape Architect	\$100.00
Project Planner	\$100.00
Associate Landscape Architect	\$85.00
Associate Planner	\$85.00
Engineer	\$85.00
Designer	\$85.00
Construction Specialist	\$85.00
Senior Technician	\$75.00
Technician	\$65.00
Clerical	\$60.00
Engineering Intern	\$60.00

**SW 52ND STREET STORMWATER IMPROVEMENTS
EXHIBIT D - FEE PROPOSAL**

TASK NO.	TASK DESCRIPTION	SUBCONSULTANT (\$)	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	SENIOR PLANNER/ SENIOR LANDSCAPE ARCHITECT	ENGINEER / DESIGNER	SENIOR TECHNICIAN	TECHNICIAN	CONSTRUCTION SPECIALIST	CLERICAL / INTERN	TOTAL HOURS	TOTAL COST
1.0	Site Investigation Task													
1.1	Topographic Survey	\$ 15,600.00			4				6				10	\$16,670
1.2	Subsurface Utility Verification	\$ 4,500.00			4			8					12	\$5,800
1.3	Geotechnical Investigation	\$ 2,000.00			4								4	\$2,620
1.4	Document Research/Review				4			8		20			32	\$2,600
1.5	Project Site Visits				8			8					16	\$1,920
	TOTAL - TASK 1													\$29,610
2.0	60% Design Submittal Task		2	4	20		4	80		100			210	\$18,080
	TOTAL - TASK 2													\$18,080
3.0	90% Design Submittal Task		2	4	14		2	60		60			142	\$12,600
	TOTAL - TASK 3													\$12,600
4.0	Regulatory Permitting Task				14			30		20			64	\$6,020
	TOTAL - TASK 4													\$6,020
5.0	100% Design Submittal Task		1	4	10			20		20			55	\$5,480
	TOTAL - TASK 5													\$5,480
6.0	Bidding Assistance				12			20					32	\$3,560
	TOTAL - TASK 6													\$3,560
7.0	Construction Engineering Services													
7.1	Shop Drawing Review				4			20			10		34	\$3,170
7.2	Construction Meeting Attendance				25						25		50	\$6,000
7.3	Respond to Requests for Information				40			40					80	\$9,600
7.4	Construction Inspections				20			20			200		240	\$21,800
7.5	Certification and Contract Closeout				4			20		20			44	\$3,620
	TOTAL - TASK 7													\$44,190
8.0	Reimbursable Expenses	\$ 500.00											0	\$500
	TOTAL - TASK 8													\$500
	SUBTOTAL HOURS		5	12	187	0	6	334	6	240	235	0	1,025	
	TOTAL FEE ESTIMATE													\$120,040
	Dania Beach Hourly Rates		\$250.00	\$170.00	\$155.00	\$140.00	\$125.00	\$85.00	\$75.00	\$65.00	\$85.00	\$60.00		





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 USE OF A SOLE SOURCE VENDOR, WAPRO, INC., FOR PURCHASING WASTOP BACKFLOW PREVENTION VALVES IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) AND TO EXCEED THE CITY'S ANNUAL VENDOR PURCHASING THRESHOLD AMOUNT OF TWENTY FIVE THOUSAND (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

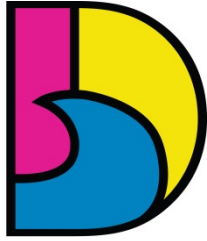
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-WAPROSOLESOURCE-TIDALVALVE-041321revDO-FR, R-2021- Wapro, Inc. Sole Source Vendor for WaStop Backflow Prevention Valves, R-2021- Wapro, Inc. Sole Source Vendor for WaStop Backflow Prevention Valves Exhibit A, TIDALVALVES-Sole Source Form-030121



DANIA BEACH
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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: April 13, 2021

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager

FROM: Fernando J. Rodriguez, Public Services Director
Dincer Akin Ozaydin, Deputy Public Services Director/City Engineer

RE: Authorization to Award Sole Source Vendor Wapro USA for Purchasing the Backflow Prevention Valves in the amount not to exceed \$500,000.

Request

City administration is requesting the adoption of a resolution authorizing the purchase of backflow prevention valves from Wapro USA as a sole source vendor in the amount not to exceed \$500,000.00 for the next (5) years. Funding needed this fiscal year is \$52,836 for the valves located at Anglers Ave, SW 34th Terrace and SW 40th Ave.

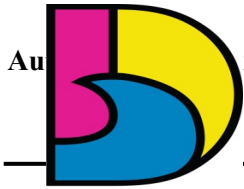
Background

The City recently experienced storm events that caused flooding in various neighborhood streets. Due to ineffective drainage structures impacted by king tides and excessive rain, adjacent canals overflowed, causing flooding to be prolonged on city streets.

To prevent surcharging to the drainage structures, the Public Services Department (PSD) explored the idea of installing a modification of drainage structures by adding backflow prevention valves. After researching companies for solutions, PSD determined that Wapro USA's WaStop Backflow Prevention Valve is the best and most efficient backflow prevention valve available to meet the City's needs.

On February 19, 2021, the City issued a Notice of Intended Sole Source to Wapro USA for backflow prevention valves. PSD and the City Attorney's Office reviewed the responses, and on March 1, 2021, Wapro USA was certified as the sole/single source for this type of backflow prevention valves. PSD intends to pursue a multi-year capital plan to install a series of valves at locations recommended by coming drainage improvement projects.

\continued...



DANIA BEACH
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ward Sole Source Vendor Wapro USA for Purchasing the Backflow Prevention Valves in the amount not to exceed \$500,000.

page 2 of 2

It should be noted that this vendor does not provide installation services for the valves. PSD will seek approval of an installation service provider to complete this important and highly beneficial stormwater management work in the near future.

If this request is approved, the application will begin in the coming three months with the purchase of valves for installation as follows:

• SW 34 th Terrace	8" Valve	\$1,627
• SW 34 th Terrace	14" Valve	\$3,387
• SW 40 th Ave	20" Valve	\$5,885
• Anglers Ave	54" Valve	\$41,937
<u>Total:</u>		<u>\$52,836</u>

The attached pricing is valid from April 1, 2021, thru March 31, 2022. There will be a price increase from April 1, 2021, thru March 31, 2023. The City is using the City of Fort Lauderdale's price list.

Budgetary Impact

The purchase of WaStop Backflow Prevention Valves was not contemplated in the FY2020-21 adopted budget. Funding needed this fiscal year is \$52,836 for the valves located at Anglers Ave, SW 34th Terrace, and SW 40th Ave and will be appropriated from Stormwater Fund Unrestricted Net Position account 403-276-00-00 to Stormwater Infrastructure Improvements account 403-38-01-538-63-10.

Recommendation

City Administration recommends that the City Commission adopt the resolution to purchase WaStop Backflow Prevention Valves from Wapro USA, as a sole/single source in an amount not to exceed \$500,000 for the next (5) years.

RESOLUTION NO. 2021-046

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE USE OF A SOLE SOURCE VENDOR, WAPRO, INC., FOR PURCHASING WASTOP BACKFLOW PREVENTION VALVES IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) AND TO EXCEED THE CITY'S ANNUAL VENDOR PURCHASING THRESHOLD AMOUNT OF TWENTY FIVE THOUSAND (\$25,000.00); 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 advertising for bids if she 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 \$25,000.00 for a vendor each fiscal year; and

WHEREAS, the City of Dania Beach Procurement Manual, Section 15 "Sole/Single Source Purchases," Subsection 15.3.1 allows for sole source purchases; and

WHEREAS, the recent major rain events and king tides surcharged drainage structures, delaying the function of drainage systems, and exacerbating flooding in parts of the City; and

WHEREAS, the Public Services Department identified the WaStop Backflow Prevention Valve manufactured by Wapro Inc. as the best and most effective product to address surcharging of drainage structures from king tides and heavy rain events; and

WHEREAS, the Procurement Department issued a Notice of Intended Sole Source on February 19, 2021 for seven (7) days in accordance with Florida Statute 287.057 (3)(c) to determine if a competitive environment exists for the procurement; and

WHEREAS, On March 1, 2021, the Purchasing Department certified Wapro, Inc, as the sole/single source for backflow prevention valves; and

WHEREAS, the application will begin in the upcoming three months with the purchase of valves for installation as follows:

• SW 34 th Terrace	8” Valve	\$1,627.00
• SW 34 th Terrace	14” Valve	\$3,387.00
• SW 40 th Avenue	20” Valve	\$5,885.00
• Anglers Avenue	54” Valve	<u>\$41,937.00</u>

Total: \$52,836.00

WHEREAS, the current pricing is valid through March 31, 2022 (the City is using the City of Fort Lauderdale’s price list); there will be a price increase from April 1, 2022, through March 31, 2023 and both pricing sheets are incorporated as Exhibit “A” into this Resolution by this reference;

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

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 authorizes the purchase of WaStop Backflow Prevention Valves from Wapro, Inc. as a sole/single source and authorizes the City Manager to enter into an agreement with Wapro Inc. for the purchase of WaStop Backflow Prevention Valves in an amount not to exceed a total of Five Hundred Thousand Dollars (\$500,000.00) for the next five years.

Section 3. That the purchase of WaStop Backflow Prevention Valves was not contemplated in the FY 2020-21 adopted budget and funding needed this fiscal year in the amount of Fifty-Two Thousand Eight Hundred Thirty Six Dollars (\$52,836.00) for the valves located at Anglers Avenue, SW 34th Terrace, and SW 40th Avenue will be appropriated from Stormwater Fund Unrestricted Net Position account 403-276-00-00 to Stormwater Infrastructure Improvements account 403-38-01-538-63-10.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED on April 13, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Current Pricing Available to Dania Beach

NPS	316 SS std length	List price	Ft Lauderdale contract price
8"	WS193-45-316	2623	\$1,627
10"	WS240-45-316	3033	\$1,882
12"	WS290-45-316	3950	\$2,450
14"	WS340-45-316	5461	\$3,387
15"	WS370-45-316	6664	\$4,134
16"	WS390-45-316	7240	\$4,490
18"	WS440-55-316	8252	\$5,119
20"	WS490-55-316	9487	\$5,885
24"	WS590-55-316	11172	\$6,931
30"	WS750-55-316	16230	\$10,068
36"	WS885-55-316	20012	\$12,415
42"	WS985-55-316	22316	\$13,844
48"	WS1185-65-316	39567	\$24,545
54'	WS1385-65-316	57531	\$35,689
60"	WS1485-75-316	75633	\$46,911
72"	WS1785-75-316	112452	\$69,760
With 316 single flange			
48"	WS1185-65-316	48000	\$29,776
54'	WS1385-65-316	67604	\$41,937
60"	WS1485-75-316	88583	\$54,945
72"	WS1785-75-316	132437	\$82,158



Estimate

Estimate# EST-3410

Bill To

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

Ship To

1201 Sterling Road PW
Dania Beach 33004 FL
USA

Estimate Date : April 01, 2022

Expiry Date : April 01, 2023

Sales person : Richard Neal

Subject :

Yearly prices for 2022 and 2023

Accepted By

Accepted Date

#	Model	Qty	Rate	Amount
1	WS193-S3-316 WaStop NPS 8" S Ser. Std SS316	1	1,618.00	1,618.00
2	WS240-S3-316 WaStop NPS 10" S Ser. Std SS316	1	2,087.00	2,087.00
3	WS290-S3-316 WaStop NPS 12" S Ser. Std SS316	1	2,724.00	2,724.00
4	WS340-S3-316 WaStop NPS 14" S Ser. Std SS316	1	3,744.00	3,744.00
5	WS370-S3-316 WaStop NPS 15" S Ser. Std SS316	1	4,590.00	4,590.00
6	WS390-S3-316 WaStop NPS 16" S Ser. Std SS316	1	4,980.00	4,980.00
7	WS440-S3-316 WaStop NPS 18" S Ser. Std SS316	1	5,759.00	5,759.00
8	WS490-S3-316 WaStop NPS 20" S Ser. Std SS316	1	6,630.00	6,630.00
9	WS590-S3-316 WaStop NPS 24" S Ser. Std SS316	1	7,800.00	7,800.00

#	Model	Qty	Rate	Amount
10	WS750-S3-316 WaStop NPS 30" S Ser. Std SS316	1	11,356.00	11,356.00
11	WS885-S3-316 WaStop NPS 36" S Ser. Std SS316	1	13,936.00	13,936.00
12	WS1040-S3-316 WaStop NPS 42" S Ser. Std SS316	1	19,845.00	19,845.00
13	WS1185-S3-316 WaStop NPS 48" S Ser. Std SS316	1	31,415.00	31,415.00
14	WS1385-S3-316-FL WaStop NPS 54" S Ser Flanged	1	46,047.00	46,047.00
15	WS1485-S3-316-FL WaStop NPS 60" S Ser. Std SS316 FL	1	59,677.00	59,677.00
16	WS1785-S3-316-FL WaStop NPS 72" S Ser. Std SS316 FL	1	91,052.00	91,052.00
17	All valves estimated as standard body design. Any request that require modifications will be quoted separately. Please note: existing prices sent prior are honored until 4/2022(reflective of City of Ft Lauderdale that have been in affect since 4/2017) and updated as shown on your estimate and City of Ft Lauderdale beginning 4/2022.	1	0.00	0.00
Items in Total 17		Sub Total		313,260.00
			Total	\$313,260.00

Notes

Thanks for your enquiry. Looking forward to working with you.

Send check payment to
Wapro Inc
Suite 1950
150 N. Michigan Ave.
Chicago, IL 60601

Wire Payment Information
JP Morgan Chase Bank
Routing Number: 071000013
Account Number: 974331928

Terms & Conditions

Actual shipping and packing will be prepaid and added to your invoice in accordance to size and quantity.
Estimate priced for each since this quote will cover multiple years.
Allow 5 to 45 days for delivery.
Please include applicable provide your tax exempt certificate number with your purchase order.

FORM 4 SOLE SOURCE CERTIFICATION

In accordance with Florida Statute 287.057(3)(c), goods or services available only from a single source may be exempt from the competitive-solicitation requirements. A sole source determination is not effective until the sole source certification request has been electronically posted for seven (7) business days without challenge, and subsequently approved in writing by the Finance Director.

To: Ana Garcia **Title:** City Manager
From: Dincer Akin Ozaydin **Title:** Deputy Public Service Director/City Engineer
Subject: Purchasing WaStop valves for the outfall connections
Requested Vendor: WAPRO **Cost Estimate:** not to exceed \$500,000

Sole Source purchases are defined as clearly and legitimately limited to one supplier. Sole source purchases are normally not allowed except when equipment and related parts are clearly unique.

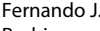
DESCRIPTION OF PRODUCTS, SERVICES OR BOTH INTENDED FOR PURCHASE

When the pressure on the upstream side of the valve exceeds the opening pressure the valve will open and allow flow through the valve.

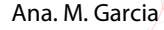
At a pre-determined pressure the valve will close leaving a pre-determined level of water upstream.

REQUESTING DEPARTMENT CERTIFICATION STATEMENT

I certify that the above item, materials or service is a sole source item for the reason indicated above.

Requestor: <u>Dincer Akin Ozaydin</u> Print Name Signature: <u></u> Date: <u>3/1/2021</u>	Department Head: <u>Fernando J. Rodriguez</u> Print Name Signature: <u></u> Digitally signed by Fernando J. Rodriguez DN: cn=Fernando J. Rodriguez, o=City of Dania Beach, ou=Public Services Dept., email=fernando@daniasbeachfl.gov, c=US Date: 2021.03.01 09:17:01 -0500 Date: <u>3/1/2020</u>
--	--

FINAL DETERMINATION

City Manager: <u>Ana M. Garcia</u> Print Name Signature: <u></u> Digitally signed by Ana M. Garcia DN: cn=Ana M. Garcia, o=City of Dania Beach, ou=City Manager, email=garcia@daniasbeachfl.gov, c=US Date: 2021.03.09 09:17:01 -0500 ☒ Approved ☐ Rejected Date: <u>3/9/2021</u>	Finance Director: <u>Frank DiPaolo</u> Print Name Signature: <u></u> Digitally signed by Frank DiPaolo DN: cn=Frank DiPaolo, o=City of Dania Beach, ou=Finance Department, email=frank@daniasbeachfl.gov, c=US ☒ Approved ☐ Rejected Date: <u>3/3/2021</u>
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If this sole source relates to a procurement of general services or tangible property:

- 1) the signature of the City Finance Director on this form certifies the sole source has been posted for seven (7) business days and has received no challenges;
- 2) the sole source is granted as of the date of signature by the City Finance Director;
- 3) the signature of the City Finance Director on this form is the final signature required for this sole source procurement, unless procurement exceeds \$25,000; and
- 4) the signature of the City Manager (above) is required; and
- 5) this sole source is granted as of the date of signature by the City Manager

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 PUBLIC SERVICES DEPARTMENT TO WAIVE THE FORMAL BID PROCESS TO UTILIZE THE CITY OF BOCA RATON CONTRACT NO. 2016-008 WITH GARDENING ANGEL NURSERY, INC. FOR CITY-WIDE TREE PROVISION AND PLANTING SERVICES, WHICH PURCHASES WILL EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(Public Services)

Purchasing Requests ONLY

Dept:

Acct #:

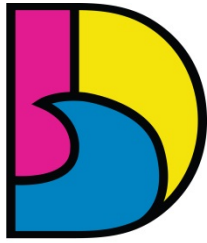
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-GARDENINGANGLES-PIGGYBCK-BOCA-OAKTREES-041321revFJR (006), R-2021- Gardening Angel Nursery Agreement for City-Wide Tree Provision and Planting Services (piggyback Boca Raton) and to Exceed \$25K, 2016-008, Landscape Material Services - AGREEMENT - SIGNED BY BOTH PARTIES (2), Amendment No. 6 - 2016-008 Executed complete package, Boca Prices 085



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: April 13, 2021

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager

FROM: Fernando J. Rodriguez, Public Services Director

**RE: RESOLUTION AUTHORIZING THE CITY TO PIGGYBACK ON THE CITY
OF BOCA RATON CONTRACT WITH GARDENING ANGEL NURSERY INC.
FOR THE PURCHASE AND INSTALLATION OF TREES**

Request

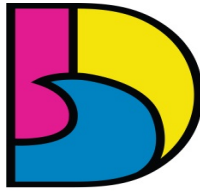
City administration is requesting City Commission to adopt a resolution authorizing the Public Services Department (PSD) to waive the formal process for the procurement of trees and tree planting services and exceed the City's \$25,000 vendor threshold using the City of Boca Raton's Agreement No. 2016-008 (authorized by the City's resolution 57-2016) with Gardening Angel Nursery, Inc.

Background

The City seeks to gradually increase its tree canopy and intensify its focus on beautification in the coming years by purchasing and planting trees throughout its neighborhoods, parks, the cemetery grounds and other facilities. To this end, PSD has sought a diversely supplied and competitive bid contract in place at the City of Boca Raton. The vendor providing plants and tree services via this contract is Gardening Angel Nursery Inc. (GAN Inc.). GAN Inc. a reputable and reliable vendor whose quality of service is known to PSD leadership from recent experience in undertaking various landscape projects. The initial application of this previously approved piggyback will be to plant approximately 50 trees in the east cemetery, an event that will be commemorated in an Earth Day ceremony later this month. The option to plant additional trees and exceed the annual single vendor threshold is being sought via this resolution.

The City of Boca Raton executed contract number 2016-008 on June 14, 2016 with GAN Inc. and subsequently renewed said contract for five one-year periods. The agreement is valid through June 14, 2021. This was a competitively bid contract, and therefore will provide these important services can be obtained at the least cost to the City. The City's Procurement staff, the City of Boca Raton, and Gardening Angel Nursery have all approved use of the contract by the City of Dania Beach.

\continued...



DANIA BEACH TREES
SEA IT. LIVE IT. LOVE IT.

**RESOLUTION AUTHORIZING THE CITY TO PIGGYBACK ON THE
CITY OF BOCA RATON CONTRACT WITH GARDENING ANGEL
NURSERY INC. FOR THE PURCHASE AND INSTALLATION OF**

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 or she is authorized to do so in advance by a resolution adopted by the City Commission.

Budgetary Impact

Funding for this expenditure in the amount of fifty thousand dollars (\$50,000.00) will be appropriated from the City's Tree Preservation Fund reserve account (102-271-00-00) to Grounds Maintenance account number 102-39-05-539-46-50.

Recommendation

The PSD recommends the adoption of the attached resolution authorizing PSD to piggyback on the City of Boca Raton contract number 2016-008 with Gardening Angel Nursery, Inc. to furnish and plant trees and to authorize exceeding the \$25,000 annual single vendor threshold.

RESOLUTION NO. 2021-047

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PUBLIC SERVICES DEPARTMENT TO WAIVE THE FORMAL BID PROCESS TO UTILIZE THE CITY OF BOCA RATON CONTRACT NO. 2016-008 WITH GARDENING ANGEL NURSERY, INC. FOR CITY-WIDE TREE PROVISION AND PLANTING SERVICES, WHICH PURCHASES WILL EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); 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 she 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, City Administration has directed the Public Services Department to enhance the tree canopy in the City; and

WHEREAS, the Public Services Director has determined that tree provision and planting services can be obtained at the least cost to the City, without competitive bidding and without advertisements for bids, from Gardening Angel Nursery, Inc.; and

WHEREAS, the Public Services Department is requesting City Commission approval to utilize Gardening Angel Nursery, Inc. for City-wide tree provision and planting services for the term of the contract, provided funding is available and appropriated, under the City of Boca Raton Contract RFP No. 2016-008 and is effective June 24, 2016 through June 24, 2021, and

WHEREAS, services requested may exceed the annual vendor amount of Twenty Five Thousand Dollars (\$25,000.00) threshold for a single vendor, therefore, require City Commission approval;

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

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 authorizes and ratifies the purchase of city-wide tree furnishing and planting services in an amount exceeding the annual amount of Twenty-Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor.

Section 3. That the proper City officials are authorized to execute an Agreement with Gardening Angel Nursery, Inc., which Agreement is attached as Exhibit “A” and is incorporated into this Resolution by this reference, for the purchase and planting of trees in accordance with the City of Boca Raton RFP No. 2016-009 which is valid through June 24, 2021.

Section 4. That Public Services Department purchases from Gardening Angel Nursery, Inc. shall be subject to and made from available funds in the City’s Tree Preservation Fund 102-271-00-00 per the Ground Maintenance Account No. 102-39-05-46-50 and in accordance with the City of Dania Beach Purchasing Policy.

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 become effective upon its passage and adoption.

PASSED and ADOPTED on April 13, 2021.

ATTEST:

THOMAS SCNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND GARDENING ANGEL NURSERY, INC. A FLORIDA CORPORATION, FOR TREE PROVISION AND PLANTING SERVICES UNDER THE CITY OF BOCA RATON, FLORIDA CONTRACT NUMBER 2016-008.

This is an Agreement (the "Agreement") between the City of Dania Beach, Florida, a Florida municipal corporation ("City") and Gardening Angel Nursery, Inc., a Florida corporation ("Contractor"), with a mailing address of 6978 Northwest 81st Terrace, Parkland, Florida 33067.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. The contract existing between the Contractor and the City of Boca Raton, Florida and any amendments to it, under an award by Boca Raton of a contract (No. 2016-008) to Gardening Angel Nursery, Inc., a copy of which is attached as composite Exhibit "A", and made a part of and is incorporated into this Agreement by this reference, shall be considered as part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in the South Florida area and prices are lower than those afforded to the City, or any agency in the area for these same services, then Contractor shall provide such lower prices to the City.
2. The term of this Agreement shall be through and including June 24, 2021.
3. That in all other respects, the terms of the Boca Raton contract documents apply to this Agreement.

IN WITNESS of the foregoing, the parties have executed this Agreement on _____, 2021.

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

GARDENING ANGEL NURSERY, INC.,
a Florida corporation

Signature

PRINT Name

Title

Dated: _____, 2021

STATE OF FLORIDA)

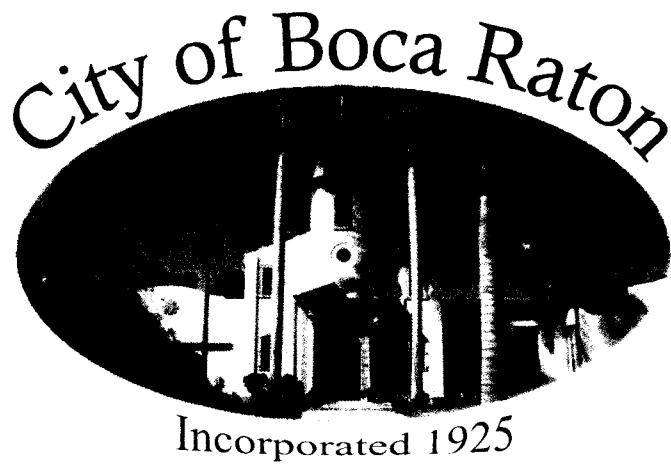
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 2021, by _____
_____, as _____ of Gardening Angel Nursery, Inc., a Florida corporation
on behalf of the corporation. He/she is personally known to me or has produced _____
_____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name



RESOLUTION

57-2016

A RESOLUTION OF THE CITY OF BOCA RATON
AUTHORIZING THE MAYOR AND CITY CLERK TO
EXECUTE AN AGREEMENT WITH GARDENING ANGEL
NURSERY, INC. FOR THE PURPOSE OF LANDSCAPE
MATERIALS SERVICES; PROVIDING FOR SEVERABILITY;
PROVIDING FOR REPEALER; PROVIDING AN EFFECTIVE
DATE

WHEREAS, the City of Boca Raton desires to enter into an agreement with
Gardening Angel Nursery, Inc. for the purpose of landscape materials services; and

WHEREAS, Gardening Angel Nursery, Inc. has been recommended to provide these
services based upon their proposal, solicited as RFP. No. 2016-008; and

WHEREAS, such agreement has been prepared and a copy thereof is attached
hereto; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOCA
RATON:

1 Section 1. That the Mayor and City Clerk be authorized to execute the agreement
2 with Gardening Angel Nursery, Inc., a copy of which is attached hereto, together with such
3 nonmaterial changes as may be acceptable to the City Manager.

4 Section 2. That expenditure in an amount not to exceed \$250,000 on an annual
5 basis is hereby authorized, subject to authorization of additional expenditures pursuant to the
6 Procurement Code of the City of Boca Raton.

7 Section 3. If any section, subsection, clause or provision of this resolution is held
8 invalid, the remainder shall not be affected by such invalidity.

9 Section 4. All resolutions or parts of resolutions in conflict herewith shall be and
10 hereby are repealed.

11 Section 5. This resolution shall take effect 10 days after adoption.

12 PASSED AND ADOPTED by the City Council of the City of Boca Raton this 14th
13 day of June, 2016.

15 CITY OF BOCA RATON, FLORIDA

17 ATTEST:

18
19
20 Susan S. Saxton
21 Susan S. Saxton, City Clerk

22 Susan Haynie
23 Susan Haynie, Mayor
24
25

26

COUNCIL VOTE			
	YES	NO	ABSTAINED
MAYOR SUSAN HAYNIE	☒	☒	☐
DEPUTY MAYOR MICHAEL MULLAUGH	☒	☒	☐
COUNCIL MEMBER JEREMY RODGERS	☒	☒	☐
COUNCIL MEMBER SCOTT SINGER	☒	☒	☐
COUNCIL MEMBER ROBERT S. WEINROTH	☒	☒	☐

AGREEMENT FOR LANDSCAPE MATERIAL SERVICES

AGREEMENT NO. 2016-008

THIS AGREEMENT made and entered into this 24th day of June, 2016, by and between the City of Boca Raton, a municipal corporation of the State of Florida, hereinafter referred to as CITY, and Gardening Angel Nursery, Inc., a Florida corporation hereinafter referred to as CONTRACTOR:

WHEREAS, the CITY intends to enter into a non-exclusive agreement for the provision of landscape material services by the CONTRACTOR to the CITY; and

WHEREAS, the CONTRACTOR represents that it is capable and prepared to provide such Services; and

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE AND RENEWALS

The effective date of this Agreement shall be 10 days after approval by the City Council and shall thereafter run for a one (1) year term, with the option to renew for four (4) additional one year periods, or until such time as all outstanding Work Authorizations approved prior to the expiration of the Agreement term have been completed, subject to cancellation as provided herein. The agreement may be extended at the CITY'S option for a defined period of time, not to exceed six (6) months. Annual renewals will be in accordance with Attachment B.

ARTICLE 2 - SERVICE TO BE PERFORMED BY CONTRACTOR

The CONTRACTOR shall perform the services as specifically stated in the Scope of Services, Attachment A. Any amendments to this Agreement shall be subject to approval of the City Manager or City Council as provided for in the CITY'S Code of Ordinances. CONTRACTOR shall perform no work until a Purchase Order is issued by the CITY.

ARTICLE 3 - COMPENSATION

The CITY shall pay CONTRACTOR in accordance with Attachment B, Compensation for Services, which is attached hereto and incorporated by reference as part of this Agreement.

ARTICLE 4 - STANDARD OF CARE

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a landscape material services CONTRACTOR, under similar circumstances and CONTRACTOR shall, at no additional cost to the CITY, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 5 - INDEMNIFICATION

CONTRACTOR shall defend, indemnify and hold harmless the CITY, its officers, and employees from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this agreement.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the CITY to enforce this Indemnification Clause shall be borne by the CONTRACTOR. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Agreement.

ARTICLE 6 - INDEPENDENT CONTRACTOR

CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The CITY shall have no right to supervise the methods used, but the CITY shall have the right to observe such performance. CONTRACTOR shall work closely with the CITY in performing Services under this Agreement. The CONTRACTOR shall not receive any City benefits, stipend or privileges afforded to City employees.

ARTICLE 7 - COMPLIANCE WITH LAWS

In performance of the Services, CONTRACTOR will comply with applicable regulatory and other applicable requirements including federal, state, county and local laws, rules regulations, orders, codes, criteria and standards. Further, CONTRACTOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement.

ARTICLE 8 - INSURANCE

During the performance of the Services under this Agreement, CONTRACTOR shall maintain the following insurance policies, and provide originals or certified copies of all policies, and such coverages shall be written by an insurance company authorized to do business in Florida.

WORKER'S COMPENSATION

The CONTRACTOR shall procure and maintain, for the life of this Contract/Agreement, Worker's Compensation Insurance covering all its employees with limits meeting all applicable state and federal laws. This coverage shall include Employers' Liability with limits meeting all applicable state and federal laws. This coverage shall also be maintained by all subcontractors to CONTRACTOR. The CONTRACTOR agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification by written notice to the Purchasing Division by Fax to 561-393-7983.

COMMERCIAL GENERAL LIABILITY

The CONTRACTOR shall procure and maintain, for the life of this Contract/Agreement, Commercial General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability with no more than a \$10,000 deductible.

The City of Boca Raton, the Greater Boca Raton Beach and Parks District, the Florida Department of Transportation and Palm Beach County must be named as an additional insured on the Commercial General Liability Policy. CONTRACTOR will provide such endorsement providing equal or broader additional insured coverage. The CONTRACTOR agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification by written notice to the Purchasing Division by Fax to 561-393-7983

Blanket Endorsement will not be allowed for project work in excess of \$100,000.

BUSINESS AUTOMOBILE LIABILITY

The CONTRACTOR shall procure and maintain, for the life of the Contract/Agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be \$500,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

In the event that the CONTRACTOR does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the CONTRACTOR indicating the following:

_____ does not own any vehicles.
"Name of CONTRACTOR"

In the event we acquire any vehicles throughout the term of his Contract/Agreement,

_____ agrees to purchase "Any Auto" or
"Name of CONTRACTOR"

Comprehensive Form coverage as of the date of acquisition.

CONTRACTOR's Signature: _____

The CONTRACTOR agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification by written notice to the Purchasing Division by Fax to 561-393-7983..

SUPPLEMENTAL PROVISIONS

The insurance policy coverage as outlined herein shall remain in effect for the entire contract period. In the event of coverage cancellation, non renewal, material change , modification or lapse of coverage, Contractor shall notify the City within (5) business days with written notice of such to the Purchasing Division by fax to 561-393-7983.

All renewal or replacement certificates of insurance specific to the contract/agreement/award shall be forwarded to the City Department as identified in the Purchase Order/Agreement. Original certificates to be sent attention of City of Boca Raton, Project Manager, unless notified otherwise.

SUBCONTRACTOR'S INSURANCE

The CONTRACTOR shall require each of his subcontractors to meet and maintain the same insurance requirements that are required of the CONTRACTOR, except to the extent such insurance requirements for the subcontractor are expressly waived or amended in writing by the City's Risk Manager. Each subcontractor shall furnish to the CONTRACTOR two copies of the Certificate of Insurance, and CONTRACTOR shall furnish one copy of the Certificate to the City of Boca Raton.

ARTICLE 9 - CITY'S RESPONSIBILITIES

The CITY shall be responsible for providing reasonably required access to all project sites, and providing information on hand, including any data available in the files of the CITY.

ARTICLE 10 - TERMINATION OF AGREEMENT

Upon termination and as directed by the CITY, the CONTRACTOR shall deliver to the CITY all original papers, records, documents, drawings, and other material set forth and described in this Agreement, including those described in Article 19, that are in CONTRACTOR'S possession or under its control arising out of or relating to this Agreement and shall become the property of the CITY per Article 19.

10.1 Termination With Cause

The obligation to continue services under this Agreement may be terminated for cause by either party upon seven (7) days written notice of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

10.2 Termination Without Cause

CITY shall have the right to terminate this Agreement or suspend performance thereof without cause for the CITY's convenience upon fourteen (14) days written notice to CONTRACTOR, and CONTRACTOR shall terminate or suspend performance of services on a schedule acceptable to CITY or at the end of this fourteen (14) day period, at the option of the CITY. In the event of termination or suspension for CITY's convenience, CITY shall pay CONTRACTOR for all services performed through the date of notice of termination or suspension.

10.3 Termination For Governmental Non-Appropriations

The obligation of the CITY for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law and contract, and shall be terminated without penalty to the CITY and without any default upon the last day in which funds were last appropriated.

ARTICLE 11 - NONDISCLOSURE OF PROPRIETARY INFORMATION

CONTRACTOR shall consider all information provided by CITY and all reports, studies, calculations, and other documentation resulting from the CONTRACTOR's performance of the Services to be proprietary unless such information is available from public sources or is a public record under Florida law. CONTRACTOR shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of CITY or in response to legal process.

ARTICLE 12 – UNCONTROLLABLE FORCES

Neither the CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, Acts of God and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13 - GOVERNING LAW / VENUE / WAIVER OF JURY TRIAL

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

ARTICLE 14 - MISCELLANEOUS

14.1 Nonwaiver

A waiver by either CITY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

14.2 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of competent jurisdiction.

14.3 Political Campaigns

During the term of this Agreement, the CONTRACTOR or any employee or associate, shall not be involved in any political campaign for City elective office nor make financial contribution to any such campaign.

14.4 Conflict of Interest

Neither CONTRACTOR nor its employees or its subcontractor(s) shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

ARTICLE 15 - INTEGRATION AND MODIFICATION

This Agreement is adopted by the CITY and CONTRACTOR as a final, complete and exclusive statement of the terms of the Agreement between the CITY and CONTRACTOR. This Agreement supersedes all prior agreements, contracts,

proposals, representations, negotiations, letters or other communications between the CITY and CONTRACTOR pertaining to the Services, whether written or oral.

The Agreement may not be modified unless such modifications are evidenced by an amendment in writing signed by both the CITY and CONTRACTOR.

ARTICLE 16 - SUCCESSORS AND ASSIGNS

The CITY and CONTRACTOR each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement. Any assignment, sale, pledge or conveyance of this contract by CONTRACTOR must be previously approved in writing by the CITY, whose consent may be reasonably withheld.

ARTICLE 17 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 - Item not used

ARTICLE 19 - OWNERSHIP OF DOCUMENTS

CONTRACTOR shall be required to work in harmony with other CONTRACTORs relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information prepared under this Agreement shall become the property of the CITY upon completion, for its use and distribution as may be deemed appropriate by the CITY.

ARTICLE 20 – MAINTENANCE OF RECORDS

CONTRACTOR will keep adequate records and supporting documentation which concern or reflect the Services hereunder. The records and documentation will be retained by CONTRACTOR for a minimum of five (5) years from (a) the date of termination of this Agreement or (b) the date the work authorization is completed, whichever is later, or such later date as may be required by law.

ARTICLE 21 – PUBLIC RECORDS

- A. The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR provides services and shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:
- 1) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service; and
 - 2) Provide the public with access to such public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - 3) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - 4) Meet all requirements for retaining public records and transfer to the CITY, at no cost to the CITY, all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.
- B. The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement and the CITY shall enforce the default in accordance with the provisions set forth in Article 10.

ARTICLE 22 – PUBLIC ENTITY CRIMES

By its execution of this Agreement, CONTRACTOR acknowledges that it has been informed by CITY of and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

ARTICLE 23 - LICENSES

CONTRACTOR shall comply with all federal, state, and county licensing requirements and shall comply with all provisions of the City of Boca Raton licensing requirements. CONTRACTOR shall possess all qualifications, licenses and expertise requirement for the performance of services under this agreement, including but not limited to, full qualification and good standing to do business in Florida.

ARTICLE 24 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To CITY

City of Boca Raton
Recreation Services / Administration
201 W. Palmetto Park Road
Boca Raton, FL 33432
Tel: 561-393-7810, Fax: 561-367-7055, Email: bparks@myboca.us

Attention: John A. (Buddy) Parks, Recreation Services Deputy Director

As to CONTRACTOR:

Gardening Angel Nursery, Inc.
6978 N.W. 81st Terrace
Parkland, FL 33067
Tel: 954-752-3088, Fax: 954-752-5529, Email: drew@gardeningangelnursery.com

Attention: Andrew Bartoszek, Vice President

Notices shall be effective when delivered to the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile and email is acceptable notice effective when received, however, facsimiles and emails received (i.e. printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and CITY.

ARTICLE 25 – PROJECT TEAM

Andrew Bartoszek, Vice President
Herman Cardona, Supervisor
Anthony Cardona, Assistant Supervisor

Project Team members may be changed only with the prior written approval of the CITY Horticulturist / Arborist.

ARTICLE 26 – USE OF SUBCONTRACTORS

CONTRACTOR is liable for all the acts or omissions of its subcontractors.

CONTRACTOR acknowledges and agrees that nothing in this Agreement shall be construed to create any contractual relationship between CITY and any subcontractor.

IN WITNESS WHEREOF, the City of Boca Raton, at a regular meeting thereof, by action of the City Council directing the foregoing be adopted, has caused these presents to be signed by the Mayor, and its seal to be hereunto affixed, and Gardening Angel Nursery, Inc. has executed this contract, all as of the day and year first above written.

CITY OF BOCA RATON

Attest:

Susan S. Saxton
City Clerk

Date:

By:

Name:

Title:

6/15/2016
Susan Haynie
Susan Haynie
Mayor

Approved as to Form and Legal Sufficiency:

By: Janet Bartoszek
City Attorney

GARDENING ANGEL NURSERY, INC.

Attest:

Janet Bartoszek
Corporate Secretary

Date:

By:

Signature

5-5-16
Andrew Bartoszek
Signature

(Affirm Corporate Seal)

(Seal)

Name:

Title:

ANDREW BARTOSZEK

V. P.

President (or other duly authorized Officer)
(Attach Resolution/Bylaw of authorization if no President)

Approved by City Council on June 14, 2016, Item # 9. H.

ATTACHMENT A
SCOPE OF SERVICES

1.0 INFORMATION / WORK OBJECTIVE

CONTRACTOR shall be required to provide landscape material services such as, delivery, installation, removal and relocation services on an as needed basis at various site locations, including, but not limited to; medians, existing City park sites and facilities and various other City grounds and property. Services under the agreement will be utilized for beautification work of medians, damage to landscape material (i.e. vehicular accidents, etc.), replacement or renovation of landscape material and any replacements due to storm damage.

The CITY will issue Work Authorizations as detailed in Exhibit A and Exhibit B during the term contract period on an as needed basis.

2.0 SCOPE OF SERVICES

2.1 General

The CONTRACTOR shall be responsible to perform any necessary inspections to assure that all plant material being supplied to the CITY is in accordance with the requirements stated herein before it is shipped to the CITY.

All landscape material supplied, delivered and/or installed shall be Florida Grade #1 or better in accordance with Florida Grades and Standards for Nursery Plants as published by Florida Department of Agriculture and Consumer Services Division of Plant Industry. Prior to delivery, the CITY reserves the right to inspect landscape material at the nursery or at time of delivery or installation.

All landscape material is to be provided free of insects or disease. Any landscape material supplied, delivered and/or installed that is found to have insects (dead or alive) or disease shall be refused by the CITY at the CONTRACTOR'S sole expense and then either replaced or credited at the discretion of the CITY.

All landscape material shall be available with a uniform height and spread for its species as defined in Florida Grades and Standards for Nursery Plants. Designated landscape material sizes must be proportionate to the quality and establishment of the root structure. Landscape material must be rooted out in pots, but not be pot bound. Landscape material recently stepped-up will not be acceptable. Landscape material with adventitious roots from being stepped-up and planted too deep will not be accepted. Root systems with girdling roots or pot bound will not be accepted. Older landscape material that has been pruned back will not be accepted. Plants shall be grown in a peat mix soil, or a locally blended mix that has been sterilized and contains no debris, toxic substances or foreign matter that would cause landscape material not to thrive.

Unless otherwise specified as multi-trunked, all trees are to be single leader (one straight trunk) with a uniform crown, and no stub cuts, trunk damage or rubbing/dead branches. There shall be no branches in the lowest 1/3 of the tree's height. The root ball must have no girdling roots or root damage and must be free of wire basket and synthetic material at time of planting. No disease or evidence of pest infestation shall be present.

All landscape material provided as one shipment or order with multiple shipments, shall be supplied at an equal height. Landscape material that does not meet specifications is subject to CITY rejection with all cost borne by the CONTRACTOR.

Throughout the contract period, the CITY may exercise their right to preview plants, trees or palms prior to purchase. The CITY will mainly preview expensive vegetation, such as, but not limited to; mature or

unusually tall trees/palms, or in some cases rare growing species. For this reason, CONTRACTOR'S primary objective is to locate nurseries within a 200 mile radius from the CITY. CONTRACTOR'S and/or their source of nurseries are subject to random inspection by the CITY to determine quality and availability of landscape material as well as general nursery conditions.

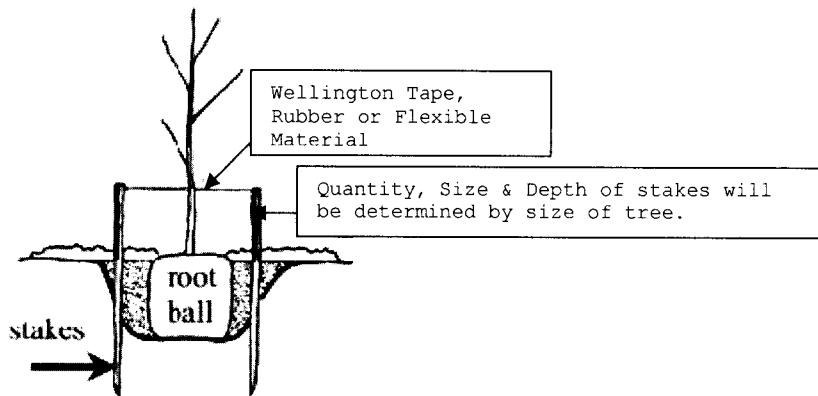
Any individual of CONTRACTOR'S firm who personally supervises the growth of plant material or who orders plant material from nurseries for CITY is to be familiar and knowledgeable about the Florida Grades and Standards Manual from Division of Plant Industry.

2.2 Installation

CONTRACTOR shall abide by installation procedures established by Landscape Inspectors Association of Florida (LIAF), Florida Nursery Growers and Landscape Association (FNGLA), Institute of Food and Agricultural Sciences (IFAS) and International Society of Arboriculture (ISA).

- A. CONTRACTOR shall provide a landscape foreman that is knowledgeable and experienced in landscape installation, landscape material and reading blueprints.
- B. CONTRACTOR'S work shall conform to accepted horticultural practices as used in the trade.
- C. Landscape material shall be protected from wind damage during transporting. Landscape material shall be handled with care to prevent damage during transporting and installation. CONTRACTOR shall be responsible for watering all landscape material during delivery, holding and installation as necessary to prevent the desiccation of the roots. All landscape material shall be thoroughly watered during installation to remove air pockets and stabilize soil surrounding root ball.
- D. CONTRACTOR shall dig hole(s) two (2) times the width of the landscape material's root ball within existing soil. Landscape material must be set at same level or slightly higher, as in container while also loosening root ball slightly. Lower branches of landscape material shall not be removed.
- E. If mulch is required after landscape material is installed, CONTRACTOR shall provide all necessary labor and equipment to supply and apply mulch at least 2" in depth. The mulch material shall meet requirements of "FS Q-P 166E. Class B" for coarseness classification and horticultural grade "shredded Grade A", and shall comply with the specifications found in Section 2.6 B of Attachment A. It shall be uniformly shredded and free from foreign matter and large pieces of bark. When mulch is installed **CONTRACTOR shall insure mulch does not physically contact the trunk or stems of landscape material.**
- F. Installations are to be supervised and inspected by the CONTRACTOR'S landscape foreman for assurance that plants are planted at proper depth, amendments are included and any damaged or sub standard material is replaced before requesting inspection.
- G. Wood stakes will be required for trees and palms greater than 8' requiring support and shall be included in unit pricing. Staking of landscape material shall be in accordance with Institute of Food and Agricultural Sciences (IFAS) and International Society of Arboriculture (ISA) with local standard acceptable nursery practices. Refer to diagram on next page. Staking of palms/trees will need to be done as each palm/tree is installed. Palms will need to be staked with a minimum of three lodge poles or 4" x 4"s banded to trunk depending upon size of tree. Base of 4" x 4"s will be driven into ground to provide additional support. Canopy trees will need to be staked with a minimum of three 4" x 4"s or three lodge poles depending upon size of tree. Banding material should not be in direct contact with trunk of palms/trees: a foundation of burlap approximately the width of support boards will need to be placed between stakes and trunk of palms/trees. Under no circumstances shall nails be driven into trunk of trees or palms. No

spaded hole shall be left unattended without proper marking for potential hazard. Staking and watering in of rootballs to eliminate air pockets shall be done immediately after installation.



2.3 Removal

CONTRACTOR'S work shall conform to accepted horticultural practices as used in the trade. CONTRACTOR shall be responsible for providing own equipment, tools and labor for removal of existing landscape material. At times, CONTRACTOR will be expected to remove stumps flush cut to the ground in order to plant new materials. Removal of stumps shall include all major roots larger than two inches in diameter. CONTRACTOR shall not damage adjacent landscape material or hardscape surfaces. Removal shall include old landscape material including any debris and rocks 1" diameter or greater. Unless otherwise indicated, CONTRACTOR shall properly dispose of debris resulting from removal services. Also included in the removal price, CONTRACTOR shall be required to regrade soil to even level prior to installations. CONTRACTOR shall be responsible for immediately reporting any irrigation damage to the CITY'S project manager. Although an occasional broken pipe, damaged or clogged head is not unusual, the CONTRACTOR will be held responsible for the cost of any necessary irrigation repairs as a result of their negligence or willful destruction of CITY property. The cost will be assessed as an hourly rate, plus parts/materials costs. The CONTRACTOR shall deduct these costs on the appropriate invoice(s) at the written request of the CITY project manager. Damages, other than the irrigation system, by CONTRACTOR must be repaired by CONTRACTOR within seven (7) calendar days at no cost to the CITY. If CONTRACTOR cannot, or does not, make necessary repairs within the seven (7) calendar days, the CITY reserves the option to make such repairs as necessary and the CONTRACTOR shall deduct those costs on the appropriate invoice(s) at the written request of the CITY project manager.

2.4 Relocation and Transplanting

Relocations/Transplants shall be provided by CONTRACTOR as needed for various CITY designated locations throughout the CITY, including, but not limited to medians, right of ways, swales and various other public property areas.

CONTRACTOR shall be responsible for all equipment, material, transportation and/or labor as necessary to perform and complete work to the CITY'S satisfaction. CONTRACTOR shall be responsible for the removal, replacement and transplanting of trees/palms/shrubs material to complete landscape as requested by the CITY. CONTRACTOR shall be responsible for ensuring all safety measures are exercised immediately after holes are dug. Such safety practices to be exercised by the CONTRACTOR shall include, barriers, caution tape, temporary fencing, etc.

Palms: The heads of sabal palms shall be hurricane cut prior to transportation. All palms shall have fronds tied up during transport and relocation. Center bud of palms shall be supported during transport and relocation. Any

support to the palm bud and all materials used to tie up the fronds during relocation and transport shall be removed prior to scheduling an inspection with the CITY project manager.

Shrubs: During the initial field site visit, the CONTRACTOR and the CITY project manager shall discuss the possibility of success for the relocation of any existing shrub materials. The rootballs of shrubs designated for relocation must be carefully hand-dug and shall be wrapped or placed within a suitable pot or container for transportation. The shrubs shall be placed within their new locations within two (2) hours after being dug and shall be promptly watered in at their new location.

Transportation and Relocation: Load shall be securely fastened at all times to prevent damage to palms/trees/shrubs during transportation and relocation. Palms/Trees/Shrubs shall be moved by crane, spade and/or hand digging with small equipment that is approved in advance by City. Contractor's costs for equipment and operator, such as, but not limited to; crane, spade, small equipment, bobcat, etc. shall be included in relocation/transplanting cost of landscape material. Palms/Trees/Shrubs moved will need to be watered in at time of planting. Staking of palms/trees will need to be done as each palm/tree is installed. Palms will need to be staked with a minimum of three lodge poles or 4" x 4"s banded to trunk depending upon size of tree. Base of 4" x 4"s will be driven into ground to provide additional support. Canopy trees will need to be staked with a minimum of three 4" x 4"s or three lodge poles depending upon size of tree. Banding material should not be in direct contact with trunk of palms/trees: a foundation of burlap approximately the width of support boards will need to be placed between stakes and trunk of palms/trees. Under no circumstances shall nails be driven into trunk of trees or palms. No spaded hole shall be left unattended without proper marking for potential hazard. Staking and watering in of rootballs to eliminate air pockets shall be done immediately after installation.

Fill: The holes left from the extraction shall be back filled immediately to prevent safety hazards. Contractor shall be responsible for backfilling holes with 50% loam and 50% sand to surrounding grade.

2.5 Root Pruning on Relocated/Transplanted Canopy Trees

Following final approval of the Work Authorization form by the CITY, CONTRACTOR shall perform root pruning for the relocation of canopy trees four inches or greater in caliper as follows:

- a) **Small trees:** Small trees shall be root pruned in thirds. A third of the root system shall be root pruned on day one (1). Two thirds shall be root pruned on day twenty (20). Final third shall be root pruned on day forty (40). The tree shall be relocated on day sixty (60) after the initial root pruning. A small tree shall be defined as 4 inches to 6 inches in caliper.
- b) **Medium trees:** Medium trees shall be root pruned in thirds. A third of the root system shall be root pruned on day one (1). Two thirds shall be root pruned on day twenty-five (25). Final third shall be root pruned on day fifty (50) and the tree shall be relocated between day seventy five (75) and day eighty (80). A medium tree shall be defined as greater than 6 inches to 10 inches in caliper.
- c) **Large trees:** Large trees shall be root pruned in thirds. A third of the root system shall be root pruned on day one (1). Two thirds shall be root pruned in day thirty (30). Final third shall be root pruned on day sixty (60) and the tree relocated between day ninety (90) and ninety-five (95). A large tree shall be defined as greater than 10 inches in caliper.

Root Pruning shall be performed by an experienced individual in accordance with applicable American National Standards Institute (ANSI) No. Z133.1-2012 guidelines.

2.6 Sod, Top Soil and Mulch

A. **Sod:** The sod material supplied and installed by the CONTRACTOR must be the highest quality meeting all federal, state and local laws. Sod shall be freshly harvested with sufficient soil moisture to hold pieces together and shall display a vibrant green leaf blade. Sod shall be well matted with a dense root system and of firm, tough texture having a compact top growth and heavy root development. Sod shall contain no weeds or objectionable

vegetation, such as but not limited to; grassy and broad-leaf weeds. Sod shall be free of disease, insects pests and nematodes. All sod shall be solid uniform panels and thickness according to industry standards. The solid embedded in the sod shall be of clean earth, free of stones and debris. Sod is to be certified by the Southern Seed Certification Association, Inc, and an official labeling certificate is to accompany each shipment of sod. CONTRACTOR shall include all necessary labor, equipment materials and transport costs in the unit price.

B. Mulch: The mulch material supplied and installed by the CONTRACTOR must meet requirements of "FS Q-P 166E. Class B" for coarseness classification and horticultural grade "shredded Grade A". It shall be uniformly shredded and free from foreign matter and large pieces of bark. Red mulch provided shall be from Amerigrow Recycling or equal material. CONTRACTOR shall include all necessary labor, equipment materials and transport costs in the unit price.

C. Top Soil: The top soil material supplied and installed by the CONTRACTOR must be equal to or better than Pro Mix. CONTRACTOR shall include all necessary labor, equipment materials and transport costs in the unit price.

2.7 Guarantee

Excluding the relocation and/or transplanting of existing CITY landscape material, all landscape material* offered under this agreement inclusive of sod shall be guaranteed by the CONTRACTOR for a period of three hundred sixty five (365) calendar days from the date of acceptance by the City. **This guarantee clause shall be defined as follows: Within 365 calendar days from date of acceptance, CONTRACTOR shall replace landscape material at no cost to the CITY, no matter the cause of disease, death, or unsatisfactory growth, EXCEPT under conditions of :**

- **Natural Disaster (i.e. Tornado, Tropical Storms, Hurricane, Lightning Strike, Freeze, etc.).** *If necessary, the CITY will require supporting documentation from the CONTRACTOR proving such natural disaster.*
- **Vehicular Accidents.**
- **Vandalism/Destruction unrelated to CONTRACTOR.**

The City will adhere to proper irrigation of landscape material after the date of acceptance.

Failure to uphold the guarantee of landscape material for any of the Work Authorizations may result in termination of the agreement or use of a different vendor to replace the landscape material and the CITY will invoice CONTRACTOR for the replacement landscape material not replaced during the guarantee period. Failure by CONTRACTOR to pay an invoice received by the CITY from a different vendor in the event the CITY invoices the CONTRACTOR for replacement landscape material, may result in termination of the agreement.

*Landscape Material shall be construed as all palms, plant material, trees and sod offered by Contractor under the Agreement resulting from this RFP. .

2.8 Cleanup

CONTRACTOR shall be responsible for the prompt removal of all debris which results from this contracted service. It shall be the responsibility of the CONTRACTOR to remove and dispose of, in a proper and acceptable manner to the CITY, all debris resulting from the work performed before the close of business each day of approved or requested contract work. No debris shall be left on a site overnight.

2.9 Public Safety and Maintenance of Traffic (M.O.T.)

Approximately 85% of the work services referenced in this Agreement will constitute public roadway work and require Maintenance of Traffic (M.O.T.) services as referenced in this section.

CONTRACTOR shall conform to all Municipal, County, State, Federal, and Local laws, ordinances and regulations for maintenance of traffic as applicable, inclusive of OSHA.

The CONTRACTOR shall at all times so conduct his/her work so as to insure the least possible obstruction to normal pedestrian and vehicular traffic to insure the protection of persons and property, in a manner satisfactory to the CITY Project Manager.

There shall be no obstruction of the travel lanes without approval from the CITY. No road or street shall be closed to the public, except with the permission of the CITY and proper governmental authority. Fire hydrants on or adjacent to the work area shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

Traffic control is the responsibility of the CONTRACTOR and shall be accomplished in conformance with all Municipal, County, State, Federal, Local laws, ordinances and regulations. ***CONTRACTOR shall understand that any lane closure in the CITY shall require CONTRACTOR'S submission of Maintenance of Traffic (M.O.T.) plan, drawing and proof of M.O.T. Certification to the City Transportation Analyst for approval.*** The M.O.T. Certification that CONTRACTOR or their subcontractor should possess for this contract is a current and valid M.O.T. Safety Training Course certificate, such as, "American Traffic Safety Services Association (ATSSA) certificate" or "Florida Department of Transportation Approved Maintenance of Traffic certificate", or the "State of Florida Department of Transportation M.O.T. Intermediate Work Zone Traffic Control certificate".

The CONTRACTOR will need to contact the CITY'S Transportation Analyst, Mike Righetti or designee at (561) 416-3374 for any lane or roadway closures. Any requests for lane or roadway closures must be made to the CITY Transportation Analyst a minimum of one (1) business day in advance.

CONTRACTOR shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary signs, temporary fencing, caution tape, warning devices, and/or flashing lights, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. The CONTRACTOR shall ensure their employees are equipped with adequate personal protective equipment while performing services. Such personal protective equipment shall include, but is not limited to; goggles, safety glasses, face shields, gloves, safety vests, etc. The CONTRACTOR shall follow rules and regulations related to maintenance of traffic in accordance with the Manual on Uniform Traffic Control Devices (MUTCD 2003) that are consistent with City Ordinances (for City Roads), County Ordinances (County Roads), State Law (State Roads). Please refer to the MUTCD 2009 part 6 for temporary traffic control. Contractor shall secure a permit for a job if necessary. City permit fees are waived, however, fines and penalties will be assessed based upon the standard fee structure. Maintenance of Traffic shall not be paid separately under this agreement.

CONTRACTOR'S unit prices for any and all types of landscape services shall include Maintenance of Traffic (MOT) plan to include as necessary worksite traffic labor/technician, flashing arrow boards, variable message signs, portable traffic signals, special lighting devices and/or other material/equipment. No additional fee shall be charged to the City.

2.10 Subcontracting

All subcontractors are subject to CITY approval prior to initiation of each project under the agreement. Changing subcontractors throughout the course of the agreement requires advance approval by the CITY.

2.11 Delivery

The F.O.B. point shall be Destination, freight prepaid (CONTRACTOR pays and bears freight charges, CONTRACTOR owns goods in transit and files any claims). CONTRACTOR shall be fully responsible for all costs associated with freight, delivery and shipping and handling to and from destination. Location of services will be indicated on Work Authorization form.

2.12 Contractor Responsibility

CONTRACTOR shall be responsible for the protection of property in the areas in the adjacent vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

The CONTRACTOR must, at all times, comply with State of Florida and OSHA safety regulations.

The CONTRACTOR will carefully protect their work services and materials against damage or injury from the weather. If any work or materials have been damaged or injured by reason of failure on the part of the CONTRACTOR or any of their subcontractors, such materials shall be removed and replaced at the expense of the CONTRACTOR.

2.13 Protection of Property

CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or that of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the CONTRACTOR or his/her agents.

2.14 Existing Utility Facilities

The CONTRACTOR shall be responsible for contacting Sunshine State One Call Florida (811), and any appropriate utility companies, for location of any buried or serial utilities in the work area which could be damaged by CONTRACTOR'S operation while performing services to the CITY. The CONTRACTOR is to investigate, by pot-holing or by other methods, to verify the location of all existing utilities. The CITY'S irrigation division will mark all irrigation, as applicable, prior to expected agreed upon start date. Any conflicts found are to be brought to the attention of the CITY project manager for resolution prior to start of work. Unless otherwise directed, the CONTRACTOR is to support or otherwise protect all other utility companies' facilities during construction. Unauthorized work, where damages are sustained by any utility (including irrigation as specified in section 2.3) as a result of operations under this Agreement shall be promptly repaired or replaced at the sole expense of the CONTRACTOR and no additional money shall be due for this repair or replacement work under this Agreement. The CITY may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the CONTRACTOR or his/her agents. Failure to repair or replace damage to property through negligence of the CONTRACTOR or his/her agents within seven (7) calendar days of the CITY advising CONTRACTOR of their error and need to repair/replace, will result in the CITY acquiring another source to repair/replace and assessing/deducting CONTRACTOR'S invoice's direct costs related to such repairs acquired by other source.

3.0 AUTHORIZATION AND COORDINATION OF WORK

3.1 Issuance of Work Authorization Form

Following the issuance of CITY purchase order(s), the CITY project manager will issue Work Authorization form(s) for services on an as needed basis for specific project locations throughout the CITY referencing various landscape material and prices in accordance with the agreement. The CONTRACTOR will be required to work closely with the CITY project manager for each project site identified and perform the work within a time frame mutually agreed upon for each individual project site location designated under a Work Authorization form. The Work Authorization form that will be utilized for the Agreement is provided in Exhibit A and the procedures for a Work Authorization form are provided in Exhibit B.

3.2 Work Hours

Unless otherwise approved by the CITY, work referenced on Work Authorization forms are to be conducted **Monday through Thursday** between the hours of 7:00 a.m. – 4:00 p.m. (for City park locations) and between the hours of 9:00 a.m. – 4:00 p.m. (for roadway locations). Work may also be conducted **Friday** between 7:00 am - 12:00 p.m. noon (for City park locations) and between the hours of 9:00- 12:00 pm noon (for roadway locations). Work shall not be conducted on the following CITY holidays: Martin Luther King Day, President's Day, Columbus Day, Veteran's Day Thanksgiving Day, Christmas Day, Independence Day, New Year's Day, Memorial Day and Labor Day. As a general rule, CONTRACTOR is not allowed to work on Saturday and Sunday. However, depending on the location, surrounding events and circumstances of the project, the CITY may allow CONTRACTOR at their request to perform work on Friday afternoons and Saturdays. Authorization must be approved in writing at least two business days in advance by the CITY project manager to work on Friday afternoon or Saturday and detailed in the Work Authorization form. The CITY will not pay overtime wages or make provision for extra payment for Saturday work.

EXHIBIT A

WORK AUTHORIZATION FORM

Work Authorization No. _____, Agreement No. 2016-008
City of Boca Raton (CITY) and Gardening Angel Nursery, Inc. (CONTRACTOR)

Landscape Material Services
For
_____ (insert project title)

Scope of Services

The following is a description of the scope of services to be provided under this Work Authorization No. _____. **Provide brief description of project**

The cost for the described landscape material services and the time for completion of services referenced in Work Authorization No. _____ are per **Attachment "A"** and shall not exceed \$_____.

The project will be completed within the agreed upon days as follows _____ and shall be completed in accordance with the terms and conditions of Agreement No. 2016-008.

The fully executed project Work Authorization form shall constitute as the "Notice to Proceed" unless detailed otherwise. Notice of the executed Work Authorization form will be submitted to the Contractor by email at drew@gardeningangelnursery.com or by facsimile at 954-752-5529.

Approval of Work Authorization

GARDENING ANGEL NURSERY, INC. (CONTRACTOR)

CITY OF BOCA RATON (CITY):

By: _____ Date: _____
(Signature)

By: _____ Date: _____
(Signature)

Name: _____ Title _____

Name: Dawn Sinka, Title: City Horticulturist/Arborist

Final Receipt and Acceptance of Work Authorization (To be completed by City Project Manager)

Scope of Services to be completed in full by ____/____/____.

Scope of Services completed in full on ____/____/____.

If Scope of Services were delayed, denote brief comment (i.e. extension granted due to rain, etc.): _____

Final Receipt Notification provided to Contractor on: Emailed: ____/____/____ or Faxed: ____/____/____

City Initials: _____

(Cont.) EXHIBIT A

WORK AUTHORIZATION FORM

ATTACHMENT "A"

Work Authorization No. [REDACTED]

Project Title

Detailed Description of Landscape Material and Services

Detail Sizes, Unit Prices and Quantity

Detail number of days for completion of services (If applicable breakdown duration of task(s))

One of the following notes shall be included at the bottom of each Attachment A.

- (1) Work Authorization requires M.O.T. Plan as provided in Attachment B
- (2) Work Authorization does not require a M.O.T. Plan

ATTACHMENT "B"

Work Authorization No. [REDACTED]

Project Title

Municipal Services Traffic & Engineering Approved M.O.T. Plan

EXHIBIT B

PROCEDURES FOR WORK AUTHORIZATION FORM

Definitions:

City Project Manager: City Horticulturist/Arborist, Dawn Sinka or her designee.

Day: Monday through Friday, excluding City holidays.

Procedures:

The Contractor shall establish a single point of contact as their "Project Manager" for the City Project Manager to coordinate Work Authorizations.

Step 1 – Arrange Field Site Visit: CONTRACTOR is to meet with City Project Manager within two (2) Days of the CITY requesting a field site visit via e-mail.

Step 2 Field Site Visit: During the field site visit the City Project Manager will discuss with CONTRACTOR the quantity, size, species and locations of landscape material services required in accordance with the Agreement and the City Project Manager will provide the CONTRACTOR with a basic sketch.

Step 3 Generate Work Authorizations: Within five (5) business days of the field site visit, the CONTRACTOR is to perform/provide the following:

- a) CONTRACTOR is to email or fax to the City Project Manager a Work Authorization Form detailing the scope of services and location of the service, landscape material, size, quantity, unit prices in accordance with the Agreement along with a suggested time schedule for completion time for the scope of services.
 - 1) Time schedule to be supported by a Gantt chart** or other approved project planning method and include average rain days for applicable season. *NOTE: It is the CONTRACTOR'S responsibility to ensure the CITY'S specified landscape material is available as submitted in the Work Authorization. If the CONTRACTOR has any concerns with being able to provide the exact size, type, quantity and landscape material specified by the City Project Manager, CONTRACTOR shall discuss and obtain in writing via email from the City Project Manager approval of any alternate landscape material prior to submission of the Work Authorization form.*
 - 2) The CONTRACTOR is to contact the CITY'S Traffic & Engineering Division and obtain an approved Maintenance of Traffic (M.O.T) plan with any applicable project notes and submit with the Work Authorization form.

Work Authorization forms that are submitted without email approval of alternate landscape material from the City Project Manager are subject to rejection.

**Gantt chart will only be required for Work Authorization forms exceeding \$50,000.

Step 4 Review of Work Authorization Form: Within two (2) business days of receipt, the City Project Manager will review the Work Authorization form and all other pertinent information identified in Step 3 and determine acceptance. If the suggested time schedule does not meet the CITY'S needs, the CITY reserves the right to discuss a mutually agreed upon time schedule with CONTRACTOR.

Step 5 – Approved Project Work Authorization and Time of Starting Work: Once the CONTRACTOR obtains an approved Work Authorization from the CITY, the date the WORK AUTHORIZATION is signed by the CITY shall constitute as the CONTRACTOR'S notice to proceed unless stipulated otherwise in the Work Authorization form. The CITY will email or fax the signed Work Authorization form to the CONTRACTOR and CONTRACTOR shall start work within the agreed upon dates of service. If CONTRACTOR has an

opening in the schedule and wishes to start work earlier than originally agreed, the CONTRACTOR shall provide a written request at least one full work day in advance to ensure the CITY has the staff available for irrigation. Once start of work commences, work shall be carried on regularly and uninterruptedly with sufficient force to insure its completion time within the allotted amount of time indicated on the approved Work Authorization form.

Step 6 – Time for Completion of Services: Upon completion of final inspection, the CITY Project Manager will email or fax the CONTRACTOR'S Project Manager notice of final completion on the Work Authorization form.

Execution of Work Authorization Form

Each party is hereby authorized to accept and rely upon a facsimile signature or signature transmitted through electronic means of the other party on the Work Authorization form or any amendment hereto. Any such signature shall be treated as an original signature for all purposes. Each party is hereby authorized to accept and rely upon documents in paper or electronic format.

ATTACHMENT B

COMPENSATION FOR SERVICES

The CITY shall pay to the CONTRACTOR for providing and performing landscape material services as described in Attachment A set forth as follows:

The following price schedule shall apply.

SECTION A: PALMS (Unit Prices shall include Supply, Deliver and Install)			
Item	Description	Size	Unit Price
1	Bismarck Palms/ Bismarckia nobilis 'Silver'	45 Gallon	\$250.00
2	Bismarck Palms/ Bismarckia nobilis 'Silver' FG	10- 12' OA	\$300.00
3	Bismarck Palms/ Bismarckia nobilis 'Silver' FG	12.5-15' OA	\$450.00
4	Bismarck Palms/ Bismarckia nobilis 'Silver' FG	15-20' OA	\$750.00
5	Bottle Palm / Hyophorbe lagenicaulis	15 Gallon	\$80.00
6	Bottle Palm / Hyophorbe lagenicaulis	25 Gallon	\$175.00
7	Buccaneer Palm/ Pseudophoenix sargentii	15 Gallon	\$125.00
8	Cabbage Palmetto/ Sabal palmetto FG Slick	7-10' CT	\$175.00
9	Cabbage Palmetto/ Sabal palmetto FG BTB	7-10' CT	\$175.00
10	Cabbage Palmetto/ Sabal palmetto FG Slick	11-16' CT	\$175.00
11	Cabbage Palmetto/ Sabal palmetto FG BTB	11-16' CT	\$175.00
12	Cabbage Palmetto/ Sabal palmetto FG Slick	17-22' CT	\$225.00
13	Cabbage Palmetto/ Sabal palmetto FG BTB	17-22' CT	\$225.00
14	Cabbage Palmetto/ Sabal palmetto FG Slick	23-25' CT	\$225.00
15	Cabbage Palmetto/ Sabal palmetto FG BTB	23-25' CT	\$225.00
16	Canary Island Date Palm / Phoenix canariensis	7 - 8 ' CT	\$750.00
17	Canary Island Date Palm / Phoenix canariensis	9 - 10 ' CT	\$800.00
18	Canary Island Date Palm / Phoenix canariensis	11 - 12 ' CT	\$1,700.00
19	Canary Island Date Palm / Phoenix canariensis	13 - 14 ' CT	\$1,750.00
20	Canary Island Date Palm / Phoenix canariensis	15 - 16 ' CT	\$2,000.00
21	Canary Island Date Palm / Phoenix canariensis	17 - 18 ' CT	\$3,000.00
22	Canary Island Date Palm / Phoenix canariensis	19 - 20 ' CT	\$6,000.00
23	Canary Island Date Palm / Phoenix canariensis	21 - 22 ' CT	\$7,500.00
24	Carpentaria Palm / Carpentaria acuminata	25 Gallon	\$75.00
25	Carpentaria Palm / Carpentaria acuminata (Single)	12- 14' CT	\$200.00
26	Carpentaria Palm / Carpentaria acuminata (Double)	12- 14' CT	\$200.00
27	Cat Palm / Chamaedora cataractarum	15 Gallon	\$60.00
28	Chinese Fan Palm/ Livistona chinensis FG	8-10' OA	\$140.00
29	Chinese Fan Palm/ Livistona chinensis FG	10.5-12' OA	\$150.00
30	Chinese Fan Palm/ Livistona chinensis FG	12.5-14' OA	\$160.00
31	Chinese Fan Palm/ Livistona chinensis FG	14.5-16' OA	\$200.00
32	Coconut Palm/ Cocos nucifera FG	14-16' OA	\$150.00
33	Coconut Palm/ Cocos nucifera FG	21-24' OA	\$475.00
34	Coconut Palm/ Cocos nucifera 'Green Malayan' FG	13-16' OA	\$175.00
35	Coconut Palm/ Cocos nucifera 'Green Malayan' FG	17-20' OA	\$400.00
36	Coconut Palm/ Cocos nucifera 'Green Malayan' FG	21-24' OA	\$700.00
37	Coconut Palm/ Cocos nucifera 'Green Malayan' FG	25-28' OA	\$775.00
38	Coconut Palm/ Cocos nucifera 'Green Malayan' FG	29-33' OA	\$900.00
39	Coconut Palm/ Cocos nucifera 'Green Malayan' FG	34-38' OA	\$1,250.00

(CONT.) SECTION A: PALMS (Unit Prices shall include Supply, Deliver and Install)			
Item	Description	Size	Unit Price
40	Coconut Palm/ Cocos nucifera 'Green Malayan' FG	39-40' OA	\$1,250.00
41	Coconut Palm/ Cocos nucifera 'Maypan' FG	13-16' OA	\$300.00
42	Coconut Palm/ Cocos nucifera 'Maypan' FG	17-20' OA	\$400.00
43	Coconut Palm/ Cocos nucifera 'Maypan' FG	21-24' OA	\$500.00
44	Coconut Palm/ Cocos nucifera 'Maypan' FG	25-28' OA	\$600.00
45	Coconut Palm/ Cocos nucifera 'Maypan' FG	29-33' OA	\$700.00
46	Coconut Palm/ Cocos nucifera 'Maypan' FG	34-35' OA	\$900.00
47	Cuban Royal Palm / Roystonea regia FG	10-12' GW	\$500.00
48	Cuban Royal Palm / Roystonea regia FG	12.5-14' GW	\$750.00
49	Cuban Royal Palm / Roystonea regia FG	14.5-16' GW	\$750.00
50	Cuban Royal Palm / Roystonea regia FG	16.5-18' GW	\$850.00
51	Cuban Royal Palm / Roystonea regia FG	18.5-20' GW	\$1,250.00
52	Cuban Royal Palm / Roystonea regia FG	20.5-22' GW	\$1,500.00
53	Cuban Royal Palm / Roystonea regia FG	22.5-24' GW	\$1,750.00
54	Cuban Royal Palm / Roystonea regia FG	24.5-26' GW	\$2,200.00
55	Cuban Royal Palm / Roystonea regia FG	26.5-28' GW	\$2,500.00
56	Cuban Royal Palm / Roystonea regia FG	28.5-30' GW	\$2,500.00
57	Cuban Royal Palm / Roystonea regia FG	30.5-32' GW	\$2,750.00
58	Cuban Royal Palm / Roystonea regia FG	32.5-34' GW	\$2,750.00
59	Cuban Royal Palm / Roystonea regia FG	34.5-36' GW	\$2,750.00
60	Cuban Royal Palm / Roystonea regia FG	36.5-38' GW	\$3,000.00
61	Cuban Royal Palm / Roystonea regia FG	38.5-40' GW	\$3,000.00
62	Foxtail Palms / Wodyetia bifurcata	8-10' OA	\$150.00
63	Foxtail Palms / Wodyetia bifurcata(Double)	8-10' OA	\$190.00
64	Foxtail Palms / Wodyetia bifurcata(Triple)	8-10' OA	\$225.00
65	Foxtail Palms / Wodyetia bifurcata	12-14' OA	\$250.00
66	Foxtail Palms / Wodyetia bifurcata(Double)	12-14' OA	\$250.00
67	Foxtail Palms / Wodyetia bifurcata(Triple)	12-14' OA	\$250.00
68	Hurricane Palm / Dictyosperma album	25 Gallon	\$150.00
69	Hurricane Palm / Dictyosperma album FG	8' - 10' OA	\$150.00
70	Hurricane Palm / Dictyosperma album FG	11- 12' OA	\$175.00
71	Medjool Date palm/ Phoenix dactylifera FG	8' CT	\$1,000.00
72	Medjool Date palm/ Phoenix dactylifera FG	10' CT	\$1,500.00
73	Medjool Date palm/ Phoenix dactylifera FG	12' CT	\$3,000.00
74	Medjool Date palm/ Phoenix dactylifera FG	14' CT	\$3,000.00
75	Medjool Date palm/ Phoenix dactylifera FG	16' CT	\$4,000.00
76	Montgomery Palms/ Veitchia montgomeryana (single)	25 Gallon	\$185.00
77	Montgomery Palms/ Veitchia montgomeryana (Double)	25 Gallon	\$250.00
78	Montgomery Palms/ Veitchia montgomeryana (Triple)	25 Gallon	\$300.00
79	Montgomery Palms/ Veitchia montgomeryana (single) FG	10- 14' OA	\$225.00
80	Montgomery Palms/ Veitchia montgomeryana (Double) FG	10- 14' OA	\$275.00
81	Montgomery Palms/ Veitchia montgomeryana (Triple) FG	10 - 14' OA	\$350.00
82	Montgomery Palms/ Veitchia montgomeryana (single) FG	15 - 20' OA	\$325.00
83	Montgomery Palms/ Veitchia montgomeryana (Double) FG	15 - 20' OA	\$360.00
84	Montgomery Palms/ Veitchia montgomeryana (Triple) FG	15 - 20 OA	\$360.00
85	Montgomery Palms/ Veitchia montgomeryana (single) FG	20.5 - 25' OA	\$425.00
86	Montgomery Palms/ Veitchia montgomeryana (Double) FG	20.5 - 25OA	\$450.00
87	Montgomery Palms/ Veitchia montgomeryana (Triple) FG	20.5 - 25' OA	\$475.00

(CONT.) SECTION A: PALMS (Unit Prices shall include Supply, Deliver and Install)			
Item	Description	Size	Unit Price
88	Paurotis Palm / Acoelorrhaphe wrightii FG	6-7' OA	\$240.00
89	Paurotis Palm / Acoelorrhaphe wrightii FG	8-9' OA	\$320.00
90	Paurotis Palm / Acoelorrhaphe wrightii FG	10-11' OA	\$375.00
91	Paurotis Palm / Acoelorrhaphe wrightii FG	12-13' OA	\$450.00
92	Paurotis Palm / Acoelorrhaphe wrightii FG	14-15' OA	\$575.00
93	Paurotis Palm / Acoelorrhaphe wrightii FG	16-17' OA	\$575.00
94	Paurotis Palm / Acoelorrhaphe wrightii FG	18-19' OA	\$575.00
95	Paurotis Palm / Acoelorrhaphe wrightii FG	20-21' OA	\$675.00
96	Pygmy Date Palm/ Phoenix roebelenii (Single) FG	4-6' OA	\$75.00
97	Pygmy Date Palm/ Phoenix roebelenii (Double) FG	4-6' OA	\$95.00
98	Pygmy Date Palm/ Phoenix roebelenii (Triple) FG	4-6' OA	\$115.00
99	Pygmy Date Palm/ Phoenix roebelenii (Single) FG	7-8' OA	\$175.00
100	Pygmy Date Palm/ Phoenix roebelenii (Double) FG	7-8' OA	\$175.00
101	Pygmy Date Palm/ Phoenix roebelenii (Triple) FG	7-8' OA	\$200.00
102	Pygmy Date Palm/ Phoenix roebelenii (Single) FG	9-10' OA	\$175.00
103	Pygmy Date Palm/ Phoenix roebelenii (Double) FG	9-10' OA	\$175.00
104	Pygmy Date Palm/ Phoenix roebelenii (Triple) FG	9-10' OA	\$250.00
105	Queen Palm / Syagrus romanzoffiana FG	11-13' OA	\$200.00
106	Queen Palm / Syagrus romanzoffiana FG	14-16' OA	\$200.00
107	Queen Palm / Syagrus romanzoffiana FG	17-19' OA	\$275.00
108	Queen Palm / Syagrus romanzoffiana FG	20-22' OA	\$275.00
109	Queen Palm / Syagrus romanzoffiana FG	23-25' OA	\$275.00
110	Senegal Palm / Phoenix reclinata FG	10-15' OA	\$200.00
111	Senegal Palm / Phoenix reclinata FG	16-20' OA	\$200.00
112	Senegal Palm / Phoenix reclinata FG	20.5-25' OA	\$600.00
113	Solitaire - Alexander Palm/ Ptychosperma elegans FG	8-12' OA	\$200.00
114	Solitaire - Alexander Palm/ Ptychosperma elegans FG	12.5-16' OA	\$225.00
115	Solitaire - Alexander Palm/ Ptychosperma elegans FG	16.5-22' OA	\$250.00
116	Spindle Palm / Hyophorbe verschaffeltii	15 Gallon	\$85.00
117	Spindle Palm / Hyophorbe verschaffeltii	25 Gallon	\$175.00
118	Spindle Palm / Hyophorbe verschaffeltii FG	6-8' OA	\$200.00
119	Spindle Palm / Hyophorbe verschaffeltii FG	8.5-10' OA	\$240.00
120	Spindle Palm / Hyophorbe verschaffeltii FG	10.5-12' OA	\$290.00
121	Spindle Palm / Hyophorbe verschaffeltii FG	12.5-15' OA	\$325.00
122	Florida Thatch Palm / Thrinax radiata	25 Gallon	\$150.00
123	Florida Thatch Palm/ Thrinax radiata	4-6' OA	\$175.00
124	Florida Thatch Palm/ Thrinax radiata	7-10' OA	\$225.00
125	Florida Thatch Palm / Thrinax radiata	11-12' OA	\$450.00
126	Washington Palm/ Washingtonia robusta	14.5-16' CT	\$300.00
127	Washington Palm/ Washingtonia robusta	16.5-18' CT	\$300.00
128	Washington Palm/ Washingtonia robusta	18.5-20' CT	\$350.00
129	Washington Palm/ Washingtonia robusta	20.5-22' CT	\$350.00
130	Washington Palm/ Washingtonia robusta	22.5-24' CT	\$750.00
131	Washington Palm/ Washingtonia robusta	24.5-26' CT	\$1,300.00
132	Washington Palm/ Washingtonia robusta	26.5-28' CT	\$1,300.00
133	Washington Palm/ Washingtonia robusta	28.5-30' CT	\$1,300.00
134	Washington Palm/ Washingtonia robusta	30.5-32' CT	\$1,300.00
135	Washington Palm/ Washingtonia robusta	32.5-34' CT	\$1,300.00

(CONT.) SECTION A: PALMS (Unit Prices shall include Supply, Deliver and Install)			
Item	Description	Size	Unit Price
136	Washington Palm/ Washingtonia robusta	34.5-36' CT	\$1,300.00
137	Washington Palm/ Washingtonia robusta	36.5-38' CT	\$1,300.00
138	Washington Palm/ Washingtonia robusta	38.5-40' CT	\$1,300.00
139	Wild Date Palm/ Phoenix sylvestris	5 - 6 ' CT	\$450.00
140	Wild Date Palm/ Phoenix sylvestris	7 - 8 ' CT	\$750.00
141	Wild Date Palm/ Phoenix sylvestris	9 - 10 ' CT	\$950.00
142	Wild Date Palm/ Phoenix sylvestris	11 - 12 ' CT	\$1,050.00
143	Wild Date Palm/ Phoenix sylvestris	13 - 14 ' CT	\$1,500.00
144	Wild Date Palm/ Phoenix sylvestris	15 - 16 ' CT	\$1,500.00
145	Windmill Palm / Trachycarpus fortunei	7 Gallon	\$40.00
146	Windmill Palm / Trachycarpus fortunei	15 Gallon	\$80.00
Item	Description	Unit of Measure	Mark Up Percent Offered
147	OTHER MISCELLANEOUS PALMS - This line item is for "Palms" not listed in Section A. Contractor shall provide a quote for "Palms" not listed in Section A to the City Project Manager on an as needed basis using the percentage Mark-Up offered. The quote shall reference the wholesale cost of the material (which shall be a pass through cost), plus a percentage mark-up of the cost of the material. The cost of the material must be in line with industry standards. The City may request proof of invoice from wholesaler/supplier supplying material.	Percent (%)	100.00%

SECTION B: PLANT MATERIAL (Unit Prices shall include Supply, Deliver and Install)			
Item	Description	Size	Unit Price
148	African Iris (white) / Dietes iridioides	1 Gallon	\$3.50
149	African Iris (white) / Dietes iridioides	3 Gallon	\$7.50
150	Agave	3 Gallon	\$7.50
151	Agave americana 'Variegata'	3 Gallon	\$7.50
152	Asiatic Jasmine/ Trachelosperum asiaticum	1 Gallon	\$3.25
153	Bay Cedar / Suriana maritima	3 Gallon	\$16.50
154	Bay Cedar / Suriana maritima	7 Gallon	\$30.00
155	Bay Cedar / Suriana maritima	25 Gallon	\$250.00
156	Beautyberry/ Callicarpa americana	3 Gallon	\$7.50
157	Blanket Flower / Gaillardia pulchella	1 Gallon	\$3.50
158	Blue Porter/ Stachytarpheta urticifolia	3 Gallon	\$7.50
159	Bougainvillea Dwarf	3 Gallon	\$7.50
160	Bougainvillea 'Helen Johnson'	3 Gallon	\$7.50
161	Bush Allamanda / Allamanda schottii	3 Gallon	\$7.50
162	Carissa macrocarpa ' Emerald Blanket'	3 Gallon	\$9.00
163	Carissa macrocarpa 'Boxwood Beauty'	3 Gallon	\$9.50
164	Century Palant / Agave americana	3 Gallon	\$8.00

(CONT.) SECTION B: PLANT MATERIAL (Unit Prices shall include Supply, Deliver and Install)			
Item	Description	Size	Unit Price
165	Chinese Juniper/ 'Parsoni'	3 Gallon	\$8.00
166	Cocoplum / Chrysobalanus icaco 'Red Tip'	3 Gallon	\$7.75
167	Creeping Fig/ Ficus pumila	1 Gallon	\$4.00
168	Crinum Lily / Crinum augustum " Queen Emma'	3 Gallon	\$10.00
169	Crinum Lily / Crinum augustum " Queen Emma'	7 Gallon	\$30.00
170	Crinum Lily / Crinum jagus " St. Christopher Lily'	3 Gallon	\$7.50
171	Crinum Lily / Crinum jagus " St. Christopher Lily'	7 Gallon	\$30.00
172	Crinum Lily / Crinum procerum " Splendens'	3 Gallon	\$7.50
173	Crinum Lily / Crinum procerum " Splendens'	7 Gallon	\$30.00
174	Croton / Codiaeum variegatum	3 Gallon	\$7.00
175	Croton / Codiaeum variegatum	7 Gallon	\$30.00
176	Croton / Codiaeum variegatum 'Eleanor Roosevelt'	3 Gallon	\$7.50
177	Croton / Codiaeum variegatum 'Eleanor Roosevelt'	7 Gallon	\$30.00
178	Croton / Codiaeum variegatum 'Mammey'	3 Gallon	\$7.50
179	Croton / Codiaeum variegatum 'Mammey'	7 Gallon	\$35.00
180	Croton / Codiaeum variegatum 'Petra'	3 Gallon	\$7.50
181	Croton / Codiaeum variegatum 'Petra'	7 Gallon	\$30.00
182	Diamond Frost / Euphorbia	1 Gallon	\$4.50
183	Diamond Frost / Euphorbia	3 Gallon	\$8.50
184	Downy Jasmine / Jasminium multiflorum	3 Gallon	\$7.50
185	Dune Sunflower / Helianthus debilis	1 Gallon	\$4.00
186	Dwarf Crown of Thorns / Euphorbia milii dwarf	3 Gallon	\$7.50
187	Fakahatchee Grass / Tripsacum dactyloides	1 Gallon	\$3.00
188	Fakahatchee Grass / Tripsacum dactyloides	3 Gallon	\$7.50
189	Ficus benjamina	25 Gallon	\$150.00
190	Ficus benjamina (2-3' ht.)	3 Gallon	\$7.50
191	Ficus benjamina (4-5' ht.)	7 Gallon	\$30.00
192	Ficus benjamina (6-7' ht.)	15 Gallon	\$35.00
193	Firebush / Hamelia patens	3 Gallon	\$7.00
194	Fishtail Fern / Neophrolepis falcata 'Furcans'	1 Gallon	\$4.00
195	Fishtail Fern / Neophrolepis Swordfern and Boston Fern	3 Gallon	\$8.50
196	Flax Lily / Dianella tasmanica	1 Gallon	\$4.00
197	Flax Lily / Dianella tasmanica	3 Gallon	\$7.50
198	Florida Gamagrass / Tripsacum floridanum	1 Gallon	\$3.00
199	Florida Gamagrass / Tripsacum floridanum	3 Gallon	\$7.50
200	Gold Mound	3 Gallon	\$6.60
201	Green Buttonwood/ Concarpus erectus	3 Gallon	\$7.00
202	Green Buttonwood/ Concarpus erectus	7 Gallon	\$28.00
203	Green Cocoplum / Chrysobalanus icaco	3 Gallon	\$15.00
204	Green Island/ Ficus microcarpa	3 Gallon	\$7.95
205	Hair Muhly Grass/ Muhlenbergia capillaris	3 Gallon	\$6.50

(CONT.) SECTION B: PLANT MATERIAL (Unit Prices shall include Supply, Deliver and Install)			
Item	Description	Size	Unit Price
206	Indian Hawthorne / <i>Rhapholepis indica</i>	3 Gallon	\$7.75
207	Indian Hawthorne / <i>Rhapholepis indica</i> 'Alba'	3 Gallon	\$7.75
208	<i>Ixora</i> 'Maui Sunset'	3 Gallon	\$7.50
209	<i>Ixora</i> 'Maui Yellow'	3 Gallon	\$7.50
210	Jamaica Caper/ <i>Capparis cynophallophora</i>	3 Gallon	\$10.00
211	Jamaica Caper/ <i>Capparis cynophallophora</i>	7 Gallon	\$35.00
212	Japanese Pittosporum / <i>Pittosporum tobira</i>	3 Gallon	\$7.75
213	Japanese Pittosporum / <i>Pittosporum tobira</i>	7 Gallon	\$35.00
214	King Mantle/ <i>Thunbergia erecta</i>	3 Gallon	\$7.75
215	Lantana / Assorted Colors	1 Gallon	\$3.00
216	Leather Fern / <i>Acrostichum danaeifolium</i>	3 Gallon	\$7.50
217	<i>Liriope muscari</i> / Evergreen Giant	1 Gallon	\$3.50
218	<i>Liriope muscari</i> / Evergreen Giant	3 Gallon	\$7.50
219	<i>Liriope muscari</i> 'Super Blue'	1 Gallon	\$3.50
220	<i>Liriope muscari</i> 'Super Blue'	3 Gallon	\$7.50
221	<i>Liriope muscari</i> 'Variegata'	1 Gallon	\$3.50
222	<i>Liriope muscari</i> 'Variegata'	3 Gallon	\$7.50
223	Marble Ginger/ <i>Alpina vittata</i>	3 Gallon	\$15.00
224	Mexican heather/ <i>Cuphea hyssopifolia</i>	1 Gallon	\$3.50
225	<i>Myrsine</i> / <i>Rapanea punctata</i>	3 Gallon	\$7.75
226	<i>Myrsine</i> / <i>Rapanea punctata</i>	7 gallon	\$30.00
227	Necklace Pod/ <i>Sophora tomentosa</i>	3 Gallon	\$7.50
228	Pentas / <i>Pentas lanceolata</i> (Assorted colors)	1 Gallon	\$3.50
229	<i>Philodendron</i> / <i>Phildendron</i> 'Xanadu'	3 Gallon	\$11.00
230	<i>Philodendron</i> / <i>Phildendron</i> 'Xanadu'	7 Gallon	\$40.00
231	<i>Plumbago</i> / <i>Plumbago</i> 'Imperial Blue'	3 Gallon	\$7.00
232	<i>Podocarpus macrophyllus</i> 'Maki'	3 Gallon	\$8.50
233	<i>Podocarpus macrophyllus</i> 'Maki'	7 Gallon	\$35.00
234	<i>Podocarpus macrophyllus</i> 'Maki'	15 Gallon	\$90.00
235	Porter Weed / <i>Stachytarpheta jamaicensis</i>	3 Gallon	\$7.50
236	Purple Fountain Grass/ <i>Pennisetum setaceum</i> 'rubrum'	3 Gallon	\$7.50
237	Red Taiwan Dwarf/ <i>Ixora</i> 'Petite'	3 Gallon	\$7.50
238	Saltmeadow Cordgrass/ <i>Spartina patens</i>	1 Gallon	\$3.00
239	Sand Cordgrass/ <i>Spartina bakeri</i>	1 Gallon	\$3.00
240	Sandankwa Viburnum / <i>Viburnum suspensum</i>	3 Gallon	\$7.50
241	Sandankwa Viburnum / <i>Viburnum suspensum</i>	7 Gallon	\$30.00
242	Sandankwa Viburnum / <i>Viburnum suspensum</i>	15 Gallon	\$70.00
243	Saw Palmetto / <i>Serenoa repens</i>	3 Gallon	\$15.00
244	Saw Palmetto / <i>Serenoa repens</i>	7 Gallon	\$40.00
245	Saw Palmetto / <i>Serenoa repens</i> 'Silver Form'	3 Gallon	\$15.00
246	Saw Palmetto / <i>Serenoa repens</i> 'Silver Form'	7 Gallon	\$40.00

(CONT.) SECTION B: PLANT MATERIAL (Unit Prices shall include Supply, Deliver and Install)			
Item	Description	Size	Unit Price
247	Schefflera arboricola ' Gold Capella'	3 Gallon	\$6.50
248	Sea Ox- Eye Daisy/ Borrchia arborescens	1 Gallon	\$3.00
249	Sea Ox- Eye Daisy/ Borrchia arborescens	3 Gallon	\$6.50
250	Seagrape/Coccoloba uvifera	3 Gallon	\$7.50
251	Selloum Philodendron / Phildendron bipinnatifidum	3 Gallon	\$9.00
252	Selloum Philodendron / Phildendron bipinnatifidum	7 Gallon	\$35.00
253	Shell Ginger/ Alpina zerumbet	3 Gallon	\$14.00
254	Shell Ginger/ Alpina zerumbet	7 Gallon	\$35.00
255	Shining Jasmine/ Jasminum nitidum	3 Gallon	\$7.50
256	Shore Juniper/ Juniperus conferta 'Blue Pacific'	3 Gallon	\$8.00
257	Silver Buttonwood/ Concarpus erectus sericeus	3 Gallon	\$7.50
258	Silver Buttonwood/ Concarpus erectus sericeus	7 Gallon	\$27.50
259	Silver Buttonwood/ Concarpus erectus sericeus	15 Gallon	\$70.00
260	Silver Sea Ox- Eye Borrchia frutescens	1 Gallon	\$3.00
261	Silver Sea Ox- Eye Borrchia frutescens	3 Gallon	\$7.50
262	Simpson Stopper/ Myrciathes Fragrans	7 Gallon	\$30.00
263	Sky Vine/ Thunbergia grandiflora	3 Gallon	\$15.00
264	Society Garlic/ Tulbaghia violacea	1 Gallon	\$3.00
265	Spanish Stopper/ Eugenia foetida	3 Gallon	\$10.00
266	Spanish Stopper/ Eugenia foetida	7 Gallon	\$35.00
267	Starburst / Clerodendrum quadriloculare	3 Gallon	\$7.00
268	Starburst / Clerodendrum quadriloculare	7 Gallon	\$30.00
269	Strokes Dwarf / Ilex vomitoria 'Schelling's dwarf'	3 Gallon	\$8.50
270	Sunshine Mimosa / Mimosa strigilosa	1 Gallon	\$3.50
271	Sweet Viburnum/ Viburnum odoratissimum	3 Gallon	\$7.50
272	Sweet Viburnum/ Viburnum odoratissimum var. awabuki	3 Gallon	\$7.50
273	Sweet Viburnum/ Viburnum odoratissimum var. awabuki	7 Gallon	\$30.00
274	Sweet Viburnum/ Viburnum odoratissimum var. awabuki	15 Gallon	\$80.00
275	Thryallis/ Galphimia gracilis	3 Gallon	\$7.00
276	Ti Plant/ Cordyline fruticosa' Red Sister'	3 Gallon	\$7.00
277	Ti Plant/ Cordyline fruticosa' Xerox'	3 Gallon	\$7.50
332	Ti Plant/Cordyline fruticosa 'Auntie Lou'	3 Gallon	\$7.50
333	Tree Crinum / Crinum asiaticum	3 Gallon	\$13.00
334	Tree Crinum / Crinum asiaticum	7 Gallon	\$30.00
335	Tree Crinum / Crinum asiaticum	15 Gallon	\$75.00
336	'Trinette' / Schefflera arboricola	3 Gallon	\$6.50
337	Varieg. Shell Ginger/ Alpina zerumbet 'Variegata'	3 Gallon	\$15.00
338	Varieg. Shell Ginger/ Alpina zerumbet 'Variegata'	7 Gallon	\$45.00
339	Walter's Viburnum/ Viburnum obovatum	3 Gallon	\$8.50
340	Walter's Viburnum/ Viburnum obovatum	7 Gallon	\$35.00
341	Wart fern/Microsorium scolopendrium	1 Gallon	\$3.00

(CONT.) SECTION B: PLANT MATERIAL (Unit Prices shall include Supply, Deliver and Install)			
Item	Description	Size	Unit Price
342	Wax myrtle/Myrica cerifera	3 Gallon	\$7.50
343	Wax myrtle/Myrica cerifera	7 Gallon	\$30.00
344	White Indigio Berry/ Randia aculeata	3 Gallon	\$11.00
345	White Indigio Berry/ Randia aculeata	7 Gallon	\$45.00
346	White Stopper/ Eugenia axillaris	3 Gallon	\$7.00
347	Wild Coffee/ Psychotria nervosa	3 Gallon	\$7.50
348	Yaupon Holly/ Ilex vomitoria 'Nana'	3 Gallon	\$8.50
349	Yesterday/Today/Tomorrow Brunfelsia grandiflora	3 gallon	\$7.50
350	Yesterday/Today/Tomorrow Brunfelsia grandiflora	7 gallon	\$30.00
351	Zamia furfuracea/Cardboard palm	3 Gallon	\$15.00
352	Zamia furfuracea/Cardboard palm	7 Gallon	\$35.00
353	Zamia pumila/Coontie	1 Gallon	\$7.75
354	Zamia pumila/Coontie	3 Gallon	\$20.00
355	Zamia pumila/Coontie	7 Gallon	\$45.00
Item	Description	Unit of Measure	Mark Up Percent Offered
356	<u>OTHER MISCELLANEOUS PLANT MATERIAL/SHRUBS</u> - This line item is for "Plant Material/Shrubs" not listed in Section B. Contractor shall provide a quote for "Plant Material/Shrubs" not listed in Section B to the City Project Manager on an as needed basis using the percentage Mark-Up offered. The quote shall reference the wholesale cost of the material (which shall be a pass through cost), plus a percentage mark-up of the cost of the material. The cost of the material must be in line with industry standards. The City may request proof of invoice from wholesaler/supplier supplying material.	Percent (%)	100.00%

SECTION C: TREES (Unit Prices shall include Supply, Deliver and Install)			
Item	Description	Size	Unit Price
357	Bald Cypress / Taxodium distichum	15 Gallon	\$75.00
358	Bald Cypress / Taxodium distichum	25 Gallon	\$225.00
359	Bald Cypress / Taxodium distichum	30Gallon	\$250.00
360	Bald Cypress / Taxodium distichum	45 Gallon	\$275.00
361	Bald Cypress / Taxodium distichum	65 Gallon	\$350.00
362	Black Ironwood /Krugiodendron ferreum	25 Gallon	\$295.00
363	Blolly Tree / Guapira discolor	3 Gallon	\$15.00
364	Blolly Tree / Guapira discolor	25 Gallon	\$250.00
365	Bulnesia, Verawood / Bulnesia arborea	25 Gallon	\$225.00
366	Brazil Beauty leaf/ Calophyllum brasiliense	25 Gallon	\$225.00
367	Brazil Beauty leaf/ Calophyllum brasiliense	10-12' OA	\$225.00
368	Brazil Beauty leaf/ Calophyllum brasiliense	13-15' OA	\$275.00
369	Brazil Beauty leaf/ Calophyllum brasiliense	16-18' OA	\$350.00
370	Brazil Beauty leaf/ Calophyllum brasiliense	19-20' OA	\$400.00

(CONT.) SECTION C: TREES (Unit Prices shall include Supply, Deliver and Install)

Item	Description	Size	Unit Price
371	Crape Mytle Trees / Lagerstroemia indica(Assorted Varieties)	25 Gallon	\$195.00
372	Crape Mytle Trees / Lagerstroemia indica(Assorted Varieties)	30 Gallon	\$225.00
373	Crape Mytle Trees / Lagerstroemia indica(Assorted Varieties)	45 Gallon	\$275.00
374	Crape Mytle Trees / Lagerstroemia indica(Assorted Varieties)	65 Gallon	\$350.00
375	Crape Mytle Trees / Lagerstroemia indica(Assorted Var.)	10-12' OA	\$225.00
376	Crape Mytle Trees / Lagerstroemia indica(Assorted Var.)	12.5-14' OA	\$275.00
377	Crape Mytle Trees / Lagerstroemia indica(Assorted Var.)	14.5-16' OA	\$350.00
378	Dahoon Holly / Ilex cassine	25 Gallon	\$225.00
379	Dahoon Holly / Ilex cassine	30 Gallon	\$250.00
380	Fiddle Wood/ Citharexylum spinosum	3 Gallon	\$10.00
381	Fiddle Wood/ Citharexylum spinosum	25 Gallon	\$250.00
382	Florida Red Bay / Persea borbonia	45 Gallon	\$300.00
383	Floss Silk Tree / Ceiba speciosa	25 gallon	\$225.00
384	Floss Silk Tree / Ceiba speciosa	45 gallon	\$300.00
385	Geiger Tree/ Cordia sebestena	25 Gallon	\$225.00
386	Geiger Tree/ Cordia sebestena	45 Gallon	\$300.00
387	Glossy Privet/ Ligustrum lucidum	25 Gallon	\$225.00
388	Glossy Privet/ Ligustrum lucidum	45 Gallon	\$300.00
389	Golden Rain Tree/ Koelreuteria elegans	15 Gallon	\$80.00
390	Golden Rain Tree/ Koelreuteria elegans	30 Gallon	\$250.00
391	Green Buttonwood / Conocarpus erectus	10-12' OA	\$225.00
392	Green Buttonwood / Conocarpus erectus	12.5-14' OA	\$250.00
393	Gumbo Limbo Tree/ Bursera simaruba	25 Gallon	\$225.00
394	Gumbo Limbo Tree/ Bursera simaruba	30 Gallon	\$235.00
395	Gumbo Limbo Tree/ Bursera simaruba	45 Gallon	\$300.00
396	Gumbo Limbo Tree/ Bursera simaruba	10-14' OA	\$250.00
397	Gumbo Limbo Tree/ Bursera simaruba	15-18' OA	\$300.00
398	Gumbo Limbo Tree/Bursera simaruba	18.5-20' OA	\$350.00
399	Hong Kong Orchid / Bauhinia X lbakeana	8-12' OA	\$225.00
400	Hong Kong Orchid / Bauhinia X lbakeana	12.5-16' OA	\$250.00
401	Jacaranda / Jacaranda mimosifolia	15 Gallon	\$75.00
402	Jacaranda / Jacaranda mimosifolia	25 Gallon	\$225.00
403	Japanese Fern Tree/ Filicium decipiens	8-10' OA	\$225.00
404	Japanese Fern Tree/ Filicium decipiens	10.5-14' OA	\$300.00
405	Jatropha- Peregrina/ Jatropha integrerrima	8-10' STD	\$225.00
406	Lignum Vitae/ Guaiacum officinale	15Gallon	\$190.00
407	Lignum Vitae/ Guaiacum officinale	25 gallon	\$400.00
408	Native Lignum Vitae/ Guaiacum sanctum	15 Gallon	\$200.00
409	Native Lignum Vitae/ Guaiacum sanctum	25 gallon	\$400.00
410	Pigeon Plum / Coccoloba diversifolia	25 Gallon	\$225.00
411	Pigeon Plum / Coccoloba diversifolia	45 Gallon	\$275.00

(CONT.) SECTION C: TREES (Unit Prices shall include Supply, Deliver and Install)

Item	Description	Size	Unit Price
412	Pigeon Plum / Coccoloba diversifolia	8-10' OA	\$225.00
413	Pigeon Plum / Coccoloba diversifolia	10.5-12' OA	\$275.00
414	Mastic Tree / Sideroxylon foetidissimum	7 Gallon	\$50.00
415	Mastic Tree / Sideroxylon foetidissimum	25 Gallon	\$250.00
416	Paradise Tree/ Simarouba glauca	10' OA	\$225.00
417	Pink Trumpet Trees/ Tabebuia heterophylla FG	10-12' OA	\$225.00
418	Pink Trumpet Trees/ Tabebuia heterophylla FG	12.5-15' OA	\$275.00
419	Pitch Apple / Clusia rosea	25 Gallon	\$250.00
420	Pitch Apple/ Clusia rosea FG	10-12' OA	\$250.00
421	Purple Trumpet Trees/ Tabebuia impetiginosa	10-12' OA	\$225.00
422	Privet / Ligustrum FG	8 - 10 ' OA	\$450.00
423	Privet / Ligustrum FG	10.5 - 12 ' OA	\$600.00
424	Live Oak Tree/ Quercus virginiana	30Gallon	\$250.00
425	Live Oak Tree/ Quercus virginiana	45Gallon	\$375.00
426	Live Oak Tree/ Quercus virginiana	65 Gallon	\$475.00
427	Live Oak Tree/ Quercus virginiana	3" Caliper	\$450.00
428	Live Oak Tree/ Quercus virginiana	4" Caliper	\$550.00
429	Live Oak Tree/ Quercus virginiana	5" Caliper	\$750.00
430	Live Oak Tree/ Quercus virginiana	6" Caliper	\$800.00
431	Live Oak Tree/ Quercus virginiana	7" Caliper	\$850.00
432	Live Oak Tree/ Quercus virginiana	8" Caliper	\$900.00
433	Live Oak Tree/ Quercus virginiana	9" Caliper	\$900.00
434	Live Oak Tree/ Quercus virginiana	10" Caliper	\$1,000.00
435	Live Oak Tree/ Quercus virginiana	11" Caliper	\$1,100.00
436	Live Oak Tree/ Quercus virginiana	12" Caliper	\$1,100.00
437	Live Oak Tree/ Quercus virginiana	14" Caliper	\$1,200.00
438	Mahogany/ Swietenia mahogani FG	10-12' OA	\$225.00
439	Mahogany/ Swietenia mahogani FG	12.5-14' OA	\$250.00
440	Purple Glory Tree/Tibouchina granulosa	6' STD	\$225.00
441	Queen Crape Myrtle/ Lagerstroemia speciosa	10-12' OA	\$250.00
442	Red Maple/ Acer rubrum	25 Gallon	\$225.00
443	Red Maple/ Acer rubrum	30 Gallon	\$250.00
444	Royal Poinciana Tree/ Delonix regia FG	10-12' OA	\$225.00
445	Royal Poinciana Tree/ Delonix regia FG	12.5-15' OA	\$250.00
446	Royal Poinciana Tree/ Delonix regia FG	15.5-20' OA	\$300.00
447	Satin Leaf / Chrysophyllum oliviforme	10-12' OA	\$225.00
448	Satin Leaf / Chrysophyllum oliviforme	12.5-14' OA	\$250.00
449	Satin Leaf / Chrysophyllum oliviforme	14.5-18' OA	\$300.00
450	Seagrape/Coccoloba uvifera	10' STD	\$225.00
451	Seagrape/Coccoloba uvifera	14' STD	\$275.00
452	Silver Buttonwood/ Concarpus erectus sericeus	10-12' STD	\$225.00

(CONT.) SECTION C: TREES (Unit Prices shall include Supply, Deliver and Install)			
Item	Description	Size	Unit Price
453	Silver Trumpet / Tabebuia caraiba FG	10-12' OA	\$250.00
454	Silver Trumpet / Tabebuia caraiba FG	12.5-14' OA	\$275.00
455	Slash Pine/ Pinus elliottii	3 Gallon	\$15.00
456	Slash Pine/ Pinus elliottii	7 Gallon	\$30.00
457	Slash Pine/ Pinus elliottii	15 Gallon	\$60.00
458	Slash Pine/ Pinus elliottii	8-10' OA	\$225.00
459	Slash Pine/ Pinus elliottii	11-12' OA	\$245.00
460	Slash Pine/ Pinus elliottii	13-15' OA	\$275.00
461	Slash Pine/ Pinus elliottii	16-17' OA	\$300.00
462	Slash Pine/ Pinus elliottii	18-20' OA	\$350.00
463	Small Leaf Clusia / Clusia guttifera	25 Gallon	\$220.00
464	Small Leaf Clusia / Clusia guttifera FG	8-10' OA	\$225.00
465	Small Leaf Clusia / Clusia guttifera FG	10.5-12' OA	\$250.00
466	Small Leaf Clusia / Clusia guttifera FG	12.5-14' OA	\$295.00
467	Spicewood / Calyptranthes pallens	7 Gallon	\$50.00
468	Spicewood / Calyptranthes pallens	15 Gallon	\$225.00
469	Strongbark / Bourreria succulenta	7 Gallon	\$50.00
470	Wild Tamarind/ Lysiloma latisiliquum FG	8-10' OA	\$225.00
471	Wild Tamarind/ Lysiloma latisiliquum FG	10.5-12' OA	\$250.00
472	Wild Tamarind/ Lysiloma latisiliquum FG	12.5-14' OA	\$300.00
473	Yellow Poinciana / Peltophorum pterocarpum	8-10' OA	\$225.00
474	Yellow Poinciana / Peltophorum pterocarpum	12-14' OA	\$250.00
Item	Description	Unit of Measure	Mark Up Percent Offered
475	<u>OTHER TREES</u> - This line item is for "Trees" not listed in Section C. Contractor shall provide a quote for "Trees" not listed in Section C to the City Project Manager on an as needed basis using the percentage Mark-Up offered. The quote shall reference the wholesale cost of the material (which shall be a pass through cost), plus a percentage mark-up of the cost of the material. The cost of the material must be in line with industry standards. The City may request proof of invoice from wholesaler/supplier supplying material.	Percent (%)	100.00%

SECTION D: RELOCATION / TRANSPLANTING (Unit Prices shall include Relocation/Transplanting)			
Item	Description	Size	Unit Price
476	Relocation/Transplanting of Shrubs less than 3' ht.	EA	\$3.00
477	Relocation/Transplanting of Shrubs between 3.5' and 6' ht.	EA	\$6.00
478	Relocation/Transplanting of Shrubs between 6.5 and 10' ht.	EA	\$25.00
479	Relocation/Transplanting of Palms up to 10' OA	EA	\$140.00
480	Relocation/Transplanting of Palms over 10' up to 14' OA	EA	\$150.00
481	Relocation/Transplanting of Palms over 14' up to 18' OA	EA	\$150.00
482	Relocation/Transplanting of Palms over 18' up to 22' OA	EA	\$175.00
483	Relocation/Transplanting of Palms over 22' up to 28' OA	EA	\$325.00
484	Relocation/Transplanting of Palms over 28' up to 32' OA	EA	\$350.00
485	Relocation/Transplanting of Palms over 32' up to 37' OA	EA	\$700.00
486	Relocation/Transplanting of Palms over 37' up to 45' OA	EA	\$700.00
487	Relocation/Transplanting of Palms over 45' up to 55' OA	EA	\$700.00
488	Relocation/Transplanting of Canopy Trees up to 3" Caliper	EA	\$275.00
489	Relocation/Transplanting of Canopy Trees over 3" Caliper up to 5"	EA	\$275.00
490	Relocation/Transplanting of Canopy Trees over 5" Caliper up to 7"	EA	\$475.00
491	Relocation/Transplanting of Canopy Trees over 7" Caliper up to 9"	EA	\$475.00
492	Relocation/Transplanting of Canopy Trees over 9" Caliper up to 11"	EA	\$700.00
493	Relocation/Transplanting of Canopy Trees over 11" Caliper up to 13"	EA	\$775.00
494	Relocation/Transplanting of Canopy Trees over 13" Caliper up to 15"	EA	\$800.00
495	Relocation/Transplanting of Canopy Trees over 15" Caliper up to 17"	EA	\$800.00
496	Relocation/Transplanting of Canopy Trees over 17" Caliper up to 19"	EA	\$900.00
497	Relocation/Transplanting of Canopy Trees over 19" Caliper up to 21"	EA	\$1,100.00
498	Relocation/Transplanting of Canopy Trees over 21" Caliper up to 23"	EA	\$1,100.00
499	Relocation/Transplanting of Canopy Trees over 23" Caliper up to 25"	EA	\$1,100.00
500	Relocation/Transplanting of Canopy Trees over 25" Caliper up to 28"	EA	\$1,100.00

**SECTION E: REMOVAL & DISPOSAL OF CITY EXISTING PLANT
MATERIAL/STUMPS – (Unit prices shall include removal and disposal services)**

Item	Description	Size	Unit Price
501	Tree ranging in size in feet: 1' - 3'	EA	\$20.00
502	Tree ranging in size in feet: 3.5' - 5'	EA	\$30.00
503	Tree ranging in size in feet: 5.5' - 10'	EA	\$50.00
504	Tree ranging in size in feet: 10.5' - 15'	EA	\$90.00
505	Tree ranging in size in feet: 15.5' - 20'	EA	\$225.00
506	Tree ranging in size in feet: 20.5' - 25'	EA	\$240.00
507	Tree ranging in size in feet: 25.5' - 30'	EA	\$350.00
508	Tree ranging in size in feet: 30.5' - 35'	EA	\$400.00
509	Tree ranging in size in feet: 35.5' - 45'	EA	\$425.00
510	Tree ranging in size in feet: 45.5' - 50'	EA	\$575.00
511	Tree ranging in size in feet: 50.5' - 55'	EA	\$650.00
512	Palm ranging in size in feet: 1' - 3'	EA	\$15.00
513	Palm ranging in size in feet: 3.5' - 5'	EA	\$25.00
514	Palm ranging in size in feet: 5.5' - 10'	EA	\$50.00
515	Palm ranging in size in feet: 10.5' - 15'	EA	\$75.00
516	Palm ranging in size in feet: 15.5' - 20'	EA	\$275.00
517	Palm ranging in size in feet: 20.5' - 25'	EA	\$300.00
518	Palm ranging in size in feet: 25.5' - 35'	EA	\$350.00
519	Palm ranging in size in feet: 35.5' - 45'	EA	\$425.00
520	Palm ranging in size in feet: 45.5' - 55'	EA	\$425.00
521	Clumping palm ranging in size in feet: 1-5'	EA	\$10.00
522	Clumping palm ranging in size in feet: 5.5-10'	EA	\$20.00
523	Clumping palm ranging in size in feet: 10.5-15'	EA	\$35.00
524	Clumping palm ranging in size over 15'	EA	\$250.00
525	Plants and Shrubs ranging in size in feet: 1' - 3'	EA	\$3.50
526	Plants and Shrubs ranging in size in feet: 3.5' - 5'	EA	\$6.50
527	Plants and Shrubs ranging in size in feet: 5.5' - 10'	EA	\$25.00
528	Plants and Shrubs ranging in size in feet: 10.5' - 15'	EA	\$80.00
529	Removal of Sod (All types)	Sq. Ft.	\$0.30
530	Removal of Weeds/fern beds	Sq. Ft.	\$0.30
531	Stump Removal less than 5" diameter	EA	\$30.00
532	Stump Removal Greater than 5" dia and less than 10" diameter	EA	\$75.00
533	Stump Removal Greater than 10" dia and less than 15" diameter	EA	\$125.00
534	Stump Removal Greater than 15" dia and less than 20" diameter	EA	\$150.00
535	Stump Removal Greater than 20" dia and less than 25" diameter	EA	\$175.00

SECTION F: SOD / MULCH / TOPSOIL

Item	Description	Size	Unit Price
536	SUPPLY & INSTALL RED MULCH	Cubic Feet	\$1.35
537	SUPPLY & INSTALL SOD - BAHIA ARGENTINE	Square Foot	\$0.23
538	SUPPLY & INSTALL OF SOD, ST.AUGUSTINE FLORATAM	Square Foot	\$0.35
539	SUPPLY & INSTALL SOD, BERMUDA TIFWAY, 419	Square Foot	\$0.50
540	SUPPLY, INSTALL & GRADE TOP SOIL (NON BULK)	50 LB. BAG	\$2.95
541	SUPPLY, INSTALL & GRADE TOP SOIL (BULK, TRUCK LOAD)	Cubic Yard	\$35.00
542	SUPPLY & INSTALL PINE STRAW MULCH	Cubic Feet	\$1.45

SECTION G: PRICE AND PAYMENT**1.01 Price Increases**

For the contract term of the agreement, annual escalation fees shall be tied to a CPI Index, that is capped at 3%. For any years the CPI index is in excess of 3%, the annual increase shall not exceed 3%. *Unit prices shall remain firm for year 1.* The CITY will utilize a CPI-U index reference or a not to exceed of 3% per year, whichever is less for each renewal year. Percent increase will be applied to each individual unit price listed in the price schedule under Attachment B. Annual adjustment will be based on the latest yearly percentage increase or decrease of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) for Miami-Fort Lauderdale, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the February publication of the then current year.

For the above price increase to be implemented, the CONTRACTOR shall provide the CITY with a written request for adjustment for each individual Section A – F for an increase to the unit prices with the supporting document of the CPI-U as identified herein. Any request for adjustment to unit prices shall be provided to the CITY no later than sixty (60) days prior to the month and day of the effective date of the Agreement, and provided to the attention of the CITY Project Manager. It shall be the responsibility of the sender to confirm receipt of the annual adjustment request. The CITY will issue an amendment to the Agreement to approve the updated unit prices.

1.02 Price Increases Due to Market Conditions Following a Hurricane

The CITY acknowledges that market conditions can create fluctuation in pricing and/or availability of the item specified. The CITY may, in its sole discretion, make an equitable adjustment in the Agreement terms and/or pricing if pricing or availability of supply is directly affected by a hurricane that destroys nursery stock normally available from the nursery locations identified as being used by the CONTRACTOR.

The circumstances must:

1. be beyond the control of the CONTRACTOR
2. affect the marketplace or industry, not just the particular agreement source of supply
3. substantially affect pricing or availability of supply
4. affect the CONTRACTOR such that continued performance of the agreement would result in a substantial loss

The requested adjustment must be fully documented and submitted to the Senior Buyer. The CITY may, after examination and reference to industry publications, refuse to accept the adjusted costs if they are not properly documented or increases are considered to be excessive. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the CITY may terminate agreement in accordance with termination clause(s) herein. If the CITY accepts pricing adjustments, the CITY will issue an amendment to the Agreement to approve the updated unit prices.

1.03 Prices

CONTRACTOR may at any time during the contract period offer lower unit prices to pass on any cost savings to the CITY and reflect reduced unit prices in the Work Authorization form. Work Authorization forms that contain landscape material and prices that are not listed in the above price schedule may be purchased under this Agreement as a pass through cost from the CONTRACTOR'S supplier with a not to exceed percentage mark up of cost of material for deliver, install and relocation/transplanting. Each project amount under the City Council threshold limit will be issued with a Work Authorization form by the CITY Project Manager.

1.04 Post Sale Audit Adjustment

All items/services sold to the CITY as a result of this Agreement are subject to Post Sale Audit Adjustment. In the event an audit reveals the CONTRACTOR has not honored unit prices, CONTRACTOR will be liable for any and all overstated charges by issuance of a credit memo or check, whichever is determined by the CITY.

1.05 Payment

The CITY'S payment terms are Net 30 days. The CITY'S intent is to pay 100% of the work detailed on each Work Authorization form after all items have been satisfactorily completed in full by the CITY. Partial Payment may only be utilized with the approval of the CITY. The CITY Project Manager will make final inspection of the material covered under the Work Authorization form and must be approved before payment is made. Failure in the CONTRACTOR'S responsibility as outlined may result in either one or any of the following as determined by the CITY: a) Request for immediate replacement and/or correction of partial or entire order. b) Payment withholding until compliance is received and approval granted. c) Terminate the Work Authorization in part or in full. Invoice must reflect purchase order number.



GARDANG-CD JMONDELLI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2015

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

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

PRODUCER Gateway - Acentria Insurance LLC 2430 West Oakland Park Blvd. Fort Lauderdale, FL 33311	CONTACT NAME:	
	PHONE (A/C, No, Ext): (954) 735-5500	FAX (A/C, No): (954) 735-2852
INSURED Gardening Angel Nursery, Inc. Attn: Mr. Drew Bartoszek 6978 N.W. 81 Terrace Parkland, FL 33067-1071	E-MAIL ADDRESS: gateway@gatewayins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: First National Ins. Co. of Amer	
	INSURER B: Travelers Property Casualty	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		25CC3829251	09/23/2015	09/23/2016	EACH OCCURRENCE \$ 1,000,000		
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000		
						MED EXP (Any one person) \$ 5,000		
						PERSONAL & ADV INJURY \$ 1,000,000		
						GENERAL AGGREGATE \$ 2,000,000		
						PRODUCTS - COMP/OP AGG \$ 2,000,000		
						\$		
						AUTOMOBILE LIABILITY		
						☐ ANY AUTO	☐ SCHEDULED AUTOS	
						☐ ALL OWNED AUTOS	☐ NON-OWNED AUTOS	
☐ HIRED AUTOS								
	☐ UMBRELLA LIAB	☐ OCCUR				COMBINED SINGLE LIMIT (Ea accident) \$		
	☐ EXCESS LIAB	☐ CLAIMS-MADE				BODILY INJURY (Per person) \$		
	☐ DED	☐ RETENTION \$				BODILY INJURY (Per accident) \$		
						PROPERTY DAMAGE (Per accident) \$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A				PER STATUTE ☐ OTH-ER ☐		
						E.L. EACH ACCIDENT \$		
						E.L. DISEASE - EA EMPLOYEE \$		
						E.L. DISEASE - POLICY LIMIT \$		
B	Equipment Floater		QT6600G644960	06/02/2015	06/02/2016	Scheduled 80,000		

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

THE CITY OF BOCA RATON AND THE GREATER BOCA RATON BEACH AND PARKS DISTRICT, THE FLORIDA DEPARTMENT OF TRANSPORTATION AND PALM BEACH COUNTY ARE ADDITIONAL INSURED FOR COMMERCIAL GENERAL LIABILITY

CERTIFICATE HOLDER

CANCELLATION

City of Boca Raton
201 West Palmetto Park Road
Boca Raton, FL 33432

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

DUTY TO DEFEND

Paragraph a. of **SECTION I — COVERAGE A** and **COVERAGE B** is replaced by the following:

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal injury and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. Our duty to defend begins once you notify us of a "suit" as described in **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.b.** However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage", or "personal injury or advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III — LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A**

or **B** or medical expenses under **COVERAGE C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B**.

EMPLOYERS LIABILITY

The last paragraph of exclusion e. of **SECTION I — COVERAGE A** is replaced by the following:

This exclusion does not apply to liability assumed by the insured under an "insured contract" except for that part of a contract or agreement that indemnifies any person or organization for their sole liability.

WRONGFUL EVICTION

The following exclusion is added to **SECTION I — COVERAGE B**:

The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises arising out of any:

- (1) "property damage" to the room, dwelling or premises; or
- (2) "bodily injury" sustained through occupancy of a room, dwelling or premises.

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ADDITIONAL INSURED — BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:

a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:

(1) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:

(a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;

(b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;

(2) Your ongoing operations for that insured, whether the work is performed by you or for you;

(3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

(a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality;

c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

e. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

f. No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

g. The defense of any claim or "suit" must be tendered as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

h. The insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract, agreement or permit.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g. of **SECTION I — COVERAGE A** is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented

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or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".
- (6) An aircraft you do not own provided it is not operated by any insured.

TENANTS' PROPERTY DAMAGE LIABILITY

When Damage To Premises Rented To You Limit is shown in the Declarations, **SECTION I — COVERAGE A**, exclusion J., is replaced by the following:

J. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

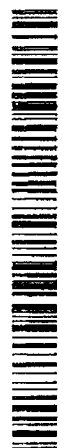
Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III — LIMITS OF INSURANCE**. Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph 6. of Section III is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.



The Damage To Premises Rented To You Limit is the higher of \$200,000 or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

WHO IS AN INSURED — MANAGERS

The following is added to Paragraph 2.a. of **SECTION II — WHO IS AN INSURED**:

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — BAIL BONDS

Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — INDEMNITEES AND ADDITIONAL INSURED

Paragraph 2.f.(1) (d) of **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is replaced by the following:

- (d) Cooperate with us with respect to coordinating other applicable insurance and self-insured retention available to the indemnitee; and

EMPLOYEES AS INSURED — HEALTH CARE SERVICE

Paragraph 2.a.(1) d. of **SECTION II — WHO IS AN INSURED** is deleted, unless excluded by separate endorsement.

EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Paragraph 3.a. of **SECTION II — WHO IS AN INSURED** is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

EXTENDED "PROPERTY DAMAGE"

Exclusion a. of **SECTION I — COVERAGE A** is amended to read:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

INCREASED MEDICAL EXPENSE LIMIT

The medical expense limit is amended to \$10,000.

KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** Duties In The Event Of Occurrence, Offense, Claim Or Suit of:

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

INSURED CONTRACT

The following definition is added to **SECTION V — DEFINITIONS**, Definition 9. "insured contract" paragraph f.:

- (4) That part of any contract or agreement that indemnifies any person or organization for the indemnitee's sole tort liability.

OTHER INSURANCE

The first paragraph of Other Insurance of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

If other valid and collectible insurance, or any self-insured retention, is available to the insured for a loss we cover under **COVERAGE A** or **B** of this Coverage Part, our obligations are limited as follows:

METHOD OF SHARING

The second paragraph of 4.c. Method of Sharing of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

If any of the other insurance does not permit contribution by equal shares or is subject to a self-insured retention, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance or self-insured retention or both combined to the total applicable limits

of insurance of all insurers and the amount of any self-insured retention.

UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6. Representations of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect

our right to collect additional premium or exercise our right of cancellation or non-renewal.

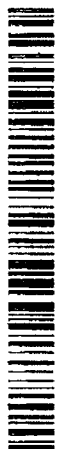
LIBERALIZATION CLAUSE

The following paragraph is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

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COMMON POLICY CONDITIONS

All coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time

during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2015

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

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

PRODUCER PrimeGroup Insurance Services, Inc. 5402 W. Laurel St. Suite 220 Tampa FL 33607-1726	CONTACT NAME: Jessica Morneault (561) 253-3248 PHONE (A/C, No, Ext): (813) 288-8270 FAX (A/C, No): (813) 885-4311 E-MAIL ADDRESS: jmorneault@primegroupins.com														
INSURED Gardening Angel Nursery, Inc 6978 NW 81st Terrace Parkland FL 33067	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A Associated Industries Ins Co</td><td>23140</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Associated Industries Ins Co	23140	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL1510614958**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N N/A		AWC1051794	9/28/2015	9/28/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

(561) 393-7983 mdoodhai@myboca.us

City of Boca Raton
Purchasing Division
201 West Palmetto Park Road
Boca Raton, FL 33432**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

E Ellsasser #A077187/

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CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
☐ STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED:		GARDENING ANGEL NURSERY			
		6978 NW 81ST TER			
ADDRESS OF NAMED INSURED:		PARKLAND FL 33067-1071			
POLICY NUMBER	957 6998-B03-59	957 6999-B03-59	957 7000-B03-59	C68 4860-F16-59	
EFFECTIVE DATE OF POLICY	02/03/16-08/03/16	02/03/16-08/03/16	02/03/16-08/03/16	12/16/15-06/16/16	
DESCRIPTION OF VEHICLE (Including VIN)	2007 ISUZU NPR BBC CREW CAB JALC4J16977005482	2013 DODGE 2500 3C6UR5FL9DG602152	2006 ISUZU FXR FLATBED 4GTJ7F1396F700468	2007 GMC FLTBD TR 1GDE4E1947F419508	
LIABILITY COVERAGE	☒ YES ☐ NO	☒ YES ☐ NO	☒ YES ☐ NO	☒ YES ☐ NO	
LIMITS OF LIABILITY					
a. Bodily Injury					
Each Person					
Each Accident					
b. Property Damage					
Each Accident					
c. Bodily Injury & Property Damage					
Single Limit					
Each Accident	1,000,000	1,000,000	1,000,000	1,000,000	
PHYSICAL DAMAGE COVERAGES	☒ YES ☐ NO	☒ YES ☐ NO	☒ YES ☐ NO	☒ YES ☐ NO	
a. Comprehensive	\$ 250 Deductible	\$ 250 Deductible	\$ 250 Deductible	\$ 250 Deductible	
b. Collision	☒ YES ☐ NO \$ 250 Deductible	☒ YES ☐ NO \$ 250 Deductible	☒ YES ☐ NO \$ 250 Deductible	☒ YES ☐ NO \$ 250 Deductible	
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☒ NO	
HIRED CAR LIABILITY COVERAGE	☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☒ NO	
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☒ NO	

Signature of Authorized Representative

Insurance Rep

59-2253

05/05/2016

Title

Agent's Code Number

Date

Name and Address of Certificate Holder

Name and Address of Agent

CITY OF BOCA RATON
201 PALMETTO RD
BOCA RATON, FL 33432

State Farm
 Malcolm Roberts ChFC® CLU®, Agent
 5957 West Oakland Park Blvd.
 Lauderdale, FL 33313-1318
 Bus 954 739 3353 Fax 954 739 3360
 malcolm.roberts.bxei@statefarm.com

Agreement Amendment for City Manager Approval

Amendment No. 6 to 2016-008

(Check One) Construction ☐ Professional Services ☐ Other Services ☒

Vendor Name: Gardening Angel Nursery, Inc.

Account No.	15162315726301	16164135725202
	00162215725202	16164125725202
	16164115725202	16164175724614
	16164185725202	16164175725202

Annual Expenditure: \$465,295 (Reso 43-2019; 4/19/19)

BRIEF DESCRIPTION OF DOCUMENT

(Summary of Amendment to Scope of Services):

Amendment No. 6 reflects a 1.4% increase to unit prices for Sections (A – F) pursuant to the February 2020 Consumer Price Index for All Urban Consumers (CPI-U) (All Items) for Miami-Fort Lauderdale.

This Agreement is for the supply and installation of palms, plant material, trees, relocation/ transplanting, and removal/disposal.

ROUTING:

Dawn Sirka
Originator

Michael J

Kalvort, CPRE

5/21/20
Digitally signed by
Michael J Kalvort, CPRE

Date: 2020.06.01

14:37:14 -04'00'

Department Head Approval

Lynn Kunkel

Digitally signed by Lynn Kunkel
Date: 2020.06.01 16:06:16 -04'00'

Purchasing Division Review

Date

City Manager Approval via Signature on Agreement

Please Return Documents to Purchasing Division

**6th AMENDMENT TO
AGREEMENT FOR LANDSCAPE MATERIAL SERVICES**

AGREEMENT NO. 2016-008

THIS AMENDMENT entered into this 4th day of JUNE, 2020, by and between the CITY OF BOCA RATON, a Florida municipal corporation, hereinafter referred to as the "CITY" and Gardening Angel Nursery, Inc., hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement dated June 24, 2016, for landscape material services; and

WHEREAS, the CITY and the CONTRACTOR desire to amend the agreement; and

WHEREAS, the Agreement allowed for an increase to the unit prices.

NOW, THEREFORE, the CITY and the CONTRACTOR, in consideration of the mutual promises and benefits hereinafter set forth, agree as follows to the following changes.

Attachment B, is replaced with Attachment B - Amendment No. 6 which is attached hereto, to reflect the acceptance and approval of increases to unit prices for Sections (A-F), effective June 24, 2020.

Execution of Documents

Each party is hereby authorized to accept and rely upon a facsimile signature or signature transmitted through electronic means of the other party on this Agreement or any Amendment hereto. Any such signature shall be treated as an original signature for all purposes. Each party is hereby authorized to accept and rely upon documents in paper or electronic format.

IN WITNESS WHEREOF, the parties hereto have caused this 6th Amendment to the agreement to be executed.

CITY OF BOCA RATON:

Date: 6/4/2020

By: [Signature]
Name: Leif V. Ahnell, C.P.A., C.G.F.O.
Title: City Manager

GARDENING ANGEL NURSERY, INC.:

Date: 5-21-2020

By: Janet Bartoszek
Signature

Name: JANET BARTOSZEK

Title: PRES.
President (or other duly authorized Officer)
(Attach Resolution/Bylaw of authorization if not
President)

ATTACHMENT B – AMENDMENT NO. 6

COMPENSATION FOR SERVICES

The CITY shall pay to the CONTRACTOR for providing and performing landscape material services as described in Attachment A set forth as follows:

The following price schedule shall apply.

SECTION A: PALMS (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
1	Bismarck Palms/ Bismarckia nobilis 'Silver'	45 Gallon	\$268.94	\$265.23
2	Bismarck Palms/ Bismarckia nobilis 'Silver' FG	10- 12' OA	\$322.73	\$318.27
3	Bismarck Palms/ Bismarckia nobilis 'Silver' FG	12.5-15' OA	\$484.09	\$477.41
4	Bismarck Palms/ Bismarckia nobilis 'Silver' FG	15-20' OA	\$806.81	\$795.68
5	Bottle Palm / Hyophorbe lagenicaulis	15 Gallon	\$86.06	\$84.87
6	Bottle Palm / Hyophorbe lagenicaulis	25 Gallon	\$188.26	\$185.66
7	Buccaneer Palm/ Pseudophoenix sargentii	15 Gallon	\$134.47	\$132.61
8	Cabbage Palmetto/ Sabal palmetto FG Slick	7-10' CT	\$188.26	\$185.66
9	Cabbage Palmetto/ Sabal palmetto FG BTB	7-10' CT	\$188.26	\$185.66
10	Cabbage Palmetto/ Sabal palmetto FG Slick	11-16' CT	\$188.26	\$185.66
11	Cabbage Palmetto/ Sabal palmetto FG BTB	11-16' CT	\$188.26	\$185.66
12	Cabbage Palmetto/ Sabal palmetto FG Slick	17-22' CT	\$242.04	\$238.70
13	Cabbage Palmetto/ Sabal palmetto FG BTB	17-22' CT	\$242.04	\$238.70
14	Cabbage Palmetto/ Sabal palmetto FG Slick	23-25' CT	\$242.04	\$238.70
15	Cabbage Palmetto/ Sabal palmetto FG BTB	23-25' CT	\$242.04	\$238.70
24	Carpentaria Palm / Carpentaria acuminata	25 Gallon	\$80.68	\$79.57
25	Carpentaria Palm / Carpentaria acuminata (Single)	12- 14' CT	\$215.15	\$212.18
26	Carpentaria Palm / Carpentaria acuminata (Double)	12- 14' CT	\$215.15	\$212.18
27	Cat Palm / Chamaedora cataractarum	15 Gallon	\$64.55	\$63.65
28	Chinese Fan Palm/ Livistona chinensis FG	8-10' OA	\$150.61	\$148.53
29	Chinese Fan Palm/ Livistona chinensis FG	10.5-12' OA	\$161.36	\$159.14
30	Chinese Fan Palm/ Livistona chinensis FG	12.5-14' OA	\$172.12	\$169.74
31	Chinese Fan Palm/ Livistona chinensis FG	14.5-16' OA	\$215.15	\$212.18
32	Coconut Palm/ Cocos nucifera FG	14-16' OA	\$161.36	\$159.14
33	Coconut Palm/ Cocos nucifera FG	21-24' OA	\$510.98	\$503.93
34	Coconut Palm/ Cocos nucifera 'Green Malayan' FG	13-16' OA	\$188.26	\$185.66
35	Coconut Palm/ Cocos nucifera 'Green Malayan' FG	17-20' OA	\$430.30	\$424.36
36	Coconut Palm/ Cocos nucifera 'Green Malayan' FG	21-24' OA	\$753.03	\$742.63
37	Coconut Palm/ Cocos nucifera 'Green Malayan' FG	25-28' OA	\$833.71	\$822.20
38	Coconut Palm/ Cocos nucifera 'Green Malayan' FG	29-33' OA	\$968.18	\$954.81
39	Coconut Palm/ Cocos nucifera 'Green Malayan' FG	34-38' OA	\$1,344.69	\$1,326.13

(CONT.) SECTION A: PALMS (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
40	Coconut Palm/ Cocos nucifera 'Green Malayan' FG	39-40' OA	\$1,344.69	\$1,326.13
41	Coconut Palm/ Cocos nucifera 'Maypan' FG	13-16' OA	\$322.73	\$318.27
42	Coconut Palm/ Cocos nucifera ' Maypan ' FG	17-20' OA	\$430.30	\$424.36
43	Coconut Palm/ Cocos nucifera 'Maypan' FG	21-24' OA	\$537.88	\$530.45
44	Coconut Palm/ Cocos nucifera 'Maypan' FG	25-28' OA	\$645.45	\$636.54
45	Coconut Palm/ Cocos nucifera 'Maypan' FG	29-33' OA	\$753.03	\$742.63
46	Coconut Palm/ Cocos nucifera 'Maypan' FG	34-35' OA	\$968.18	\$954.81
47	Cuban Royal Palm / Roystonea regia FG	10-12' GW	\$537.88	\$530.45
48	Cuban Royal Palm / Roystonea regia FG	12.5-14' GW	\$806.81	\$795.68
49	Cuban Royal Palm / Roystonea regia FG	14.5-16' GW	\$806.81	\$795.68
50	Cuban Royal Palm / Roystonea regia FG	16.5-18' GW	\$914.39	\$901.77
51	Cuban Royal Palm / Roystonea regia FG	18.5-20' GW	\$1,344.69	\$1,326.13
52	Cuban Royal Palm / Roystonea regia FG	20.5-22' GW	\$1,613.63	\$1,591.35
53	Cuban Royal Palm / Roystonea regia FG	22.5-24' GW	\$1,882.57	\$1,856.58
54	Cuban Royal Palm / Roystonea regia FG	24.5-26' GW	\$2,366.66	\$2,333.98
55	Cuban Royal Palm / Roystonea regia FG	26.5-28' GW	\$2,689.38	\$2,652.25
56	Cuban Royal Palm / Roystonea regia FG	28.5-30' GW	\$2,689.38	\$2,652.25
57	Cuban Royal Palm / Roystonea regia FG	30.5-32' GW	\$2,958.32	\$2,917.48
58	Cuban Royal Palm / Roystonea regia FG	32.5-34' GW	\$2,958.32	\$2,917.48
59	Cuban Royal Palm / Roystonea regia FG	34.5-36' GW	\$2,958.32	\$2,917.48
60	Cuban Royal Palm / Roystonea regia FG	36.5-38' GW	\$3,227.26	\$3,182.70
61	Cuban Royal Palm / Roystonea regiaFG	38.5-40' GW	\$3,227.26	\$3,182.70
62	Foxtail Palms / Wodyetia bifurcata	8-10' OA	\$161.36	\$159.14
63	Foxtail Palms / Wodyetia bifurcata(Double)	8-10' OA	\$204.39	\$201.57
64	Foxtail Palms / Wodyetia bifurcata(Triple)	8-10' OA	\$242.04	\$238.70
65	Foxtail Palms / Wodyetia bifurcata	12-14' OA	\$268.94	\$265.23
66	Foxtail Palms / Wodyetia bifurcata(Double)	12-14' OA	\$268.94	\$265.23
67	Foxtail Palms / Wodyetia bifurcata(Triple)	12-14' OA	\$268.94	\$265.23
68	Hurricane Palm / Dictyosperma album	25 Gallon	\$161.36	\$159.14
69	Hurricane Palm / Dictyosperma album FG	8' - 10' OA	\$265.80	\$262.14
70	Hurricane Palm / Dictyosperma album FG	11- 12' OA	\$188.26	\$185.66
71	Medjool Date palm/ Phoenix dactylifera FG	8' CT	\$1,075.75	\$1,060.90
72	Medjool Date palm/ Phoenix dactylifera FG	10' CT	\$1,613.63	\$1,591.35
73	Medjool Date palm/ Phoenix dactylifera FG	12' CT	\$3,227.26	\$3,182.70
74	Medjool Date palm/ Phoenix dactylifera FG	14' CT	\$3,227.26	\$3,182.70
75	Medjool Date palm/ Phoenix dactyliferaFG	16' CT	\$4,303.01	\$4,243.60
76	Montgomery Palms/ Veitchia montgomeryana (single)	25 Gallon	\$199.01	\$196.27
77	Montgomery Palms/ Veitchia montgomeryana (Double)	25 Gallon	\$268.94	\$265.23
78	Montgomery Palms/ Veitchia montgomeryana (Triple)	25 Gallon	\$322.73	\$318.27
79	Montgomery Palms/ Veitchia montgomeryana (single) FG	10- 14' OA	\$242.04	\$238.70
80	Montgomery Palms/ Veitchia montgomeryana (Double) FG	10- 14' OA	\$295.83	\$291.75
81	Montgomery Palms/ Veitchia montgomeryana (Triple) FG	10 - 14' OA	\$376.51	\$371.32
82	Montgomery Palms/ Veitchia montgomeryana (single) FG	15 - 20' OA	\$349.62	\$344.79
83	Montgomery Palms/ Veitchia montgomeryana (Double) FG	15 - 20' OA	\$387.27	\$381.92
84	Montgomery Palms/ Veitchia montgomeryana (Triple) FG	15 - 20 OA	\$387.27	\$381.92
85	Montgomery Palms/ Veitchia montgomeryana (single) FG	20.5 - 25' OA	\$457.19	\$450.88
86	Montgomery Palms/ Veitchia montgomeryana (Double) FG	20.5 - 25OA	\$484.09	\$477.41
87	Montgomery Palms/ Veitchia montgomeryana (Triple) FG	20.5 - 25' OA	\$510.98	\$503.93

(CONT.) SECTION A: PALMS (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
88	Paurotis Palm / Acoelorrhaphe wrightii FG	6-7' OA	\$258.18	\$254.62
89	Paurotis Palm / Acoelorrhaphe wrightii FG	8-9' OA	\$344.24	\$339.49
90	Paurotis Palm / Acoelorrhaphe wrightii FG	10-11' OA	\$403.41	\$397.84
91	Paurotis Palm / Acoelorrhaphe wrightii FG	12-13' OA	\$484.09	\$477.41
92	Paurotis Palm / Acoelorrhaphe wrightii FG	14-15' OA	\$618.56	\$610.02
93	Paurotis Palm / Acoelorrhaphe wrightii FG	16-17' OA	\$618.56	\$610.02
94	Paurotis Palm / Acoelorrhaphe wrightii FG	18-19' OA	\$618.56	\$610.02
95	Paurotis Palm / Acoelorrhaphe wrightii FG	20-21' OA	\$726.13	\$716.11
96	Pygmy Date Palm/ Phoenix roebelenii (Single) FG	4-6' OA	\$80.68	\$79.57
97	Pygmy Date Palm/ Phoenix roebelenii (Double) FG	4-6' OA	\$102.20	\$100.79
98	Pygmy Date Palm/ Phoenix roebelenii (Triple) FG	4-6' OA	\$123.71	\$122.00
99	Pygmy Date Palm/ Phoenix roebelenii (Single) FG	7-8' OA	\$188.26	\$185.66
100	Pygmy Date Palm/ Phoenix roebelenii (Double) FG	7-8' OA	\$188.26	\$185.66
101	Pygmy Date Palm/ Phoenix roebelenii (Triple) FG	7-8' OA	\$215.15	\$212.18
102	Pygmy Date Palm/ Phoenix roebelenii (Single) FG	9-10' OA	\$188.26	\$185.66
103	Pygmy Date Palm/ Phoenix roebelenii (Double) FG	9-10' OA	\$188.26	\$185.66
104	Pygmy Date Palm/ Phoenix roebelenii (Triple) FG	9-10' OA	\$268.94	\$265.23
105	Queen Palm / Syagrus romanzoffiana FG	11-13' OA	\$215.15	\$212.18
106	Queen Palm / Syagrus romanzoffiana FG	14-16' OA	\$215.15	\$212.18
107	Queen Palm / Syagrus romanzoffiana FG	17-19' OA	\$295.83	\$291.75
108	Queen Palm / Syagrus romanzoffiana FG	20-22' OA	\$295.83	\$291.75
109	Queen Palm / Syagrus romanzoffiana FG	23-25' OA	\$295.83	\$291.75
110	Senegal Palm / Phoenix reclinata FG	10-15' OA	\$215.15	\$212.18
111	Senegal Palm / Phoenix reclinata FG	16-20' OA	\$215.15	\$212.18
112	Senegal Palm / Phoenix reclinata FG	20.5-25' OA	\$645.45	\$636.54
113	Solitaire - Alexander Palm/ Ptychosperma elegans FG	8-12' OA	\$215.15	\$212.18
114	Solitaire - Alexander Palm/ Ptychosperma elegans FG	12.5-16' OA	\$242.04	\$238.70
115	Solitaire - Alexander Palm/ Ptychosperma elegans FG	16.5-22' OA	\$268.94	\$265.23
116	Spindle Palm / Hyophorbe verschaffeltii	15 Gallon	\$91.44	\$90.18
117	Spindle Palm / Hyophorbe verschaffeltii	25 Gallon	\$188.26	\$185.66
118	Spindle Palm / Hyophorbe verschaffeltii FG	6-8' OA	\$215.15	\$212.18
119	Spindle Palm / Hyophorbe verschaffeltii FG	8.5-10' OA	\$258.18	\$254.62
120	Spindle Palm / Hyophorbe verschaffeltii FG	10.5-12' OA	\$311.97	\$307.66
121	Spindle Palm / Hyophorbe verschaffeltii FG	12.5-15' OA	\$349.62	\$344.79
122	Florida Thatch Palm / Thrinax radiata	25 Gallon	\$161.36	\$159.14
123	Florida Thatch Palm/ Thrinax radiata	4-6' OA	\$188.26	\$185.66
124	Florida Thatch Palm/ Thrinax radiata	7-10' OA	\$242.04	\$238.70
125	Florida Thatch Palm / Thrinax radiata	11-12' OA	\$484.09	\$477.41
126	Washington Palm/ Washingtonia robusta	14.5-16' CT	\$322.73	\$318.27
127	Washington Palm/ Washingtonia robusta	16.5-18' CT	\$322.73	\$318.27
128	Washington Palm/ Washingtonia robusta	18.5-20' CT	\$376.51	\$371.32
129	Washington Palm/ Washingtonia robusta	20.5-22' CT	\$376.51	\$371.32
130	Washington Palm/ Washingtonia robusta	22.5-24' CT	\$806.81	\$795.68
131	Washington Palm/ Washingtonia robusta	24.5-26' CT	\$1,398.48	\$1,379.17
132	Washington Palm/ Washingtonia robusta	26.5-28' CT	\$1,398.48	\$1,379.17
133	Washington Palm/ Washingtonia robusta	28.5-30' CT	\$1,398.48	\$1,379.17
134	Washington Palm/ Washingtonia robusta	30.5-32' CT	\$1,398.48	\$1,379.17
135	Washington Palm/ Washingtonia robusta	32.5-34' CT	\$1,398.48	\$1,379.17

(CONT.) SECTION A: PALMS (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
136	Washington Palm/ Washingtonia robusta	34.5-36' CT	\$1,398.48	\$1,379.17
137	Washington Palm/ Washingtonia robusta	36.5-38' CT	\$1,398.48	\$1,379.17
138	Washington Palm/ Washingtonia robusta	38.5-40' CT	\$1,398.48	\$1,379.17
139	Wild Date Palm/ Phoenix sylvestris	5 - 6' CT	\$484.09	\$477.41
140	Wild Date Palm/ Phoenix sylvestris	7 - 8' CT	\$806.81	\$795.68
141	Wild Date Palm/ Phoenix sylvestris	9 - 10' CT	\$1,021.96	\$1,007.86
142	Wild Date Palm/ Phoenix sylvestris	11 - 12' CT	\$1,129.54	\$1,113.95
143	Wild Date Palm/ Phoenix sylvestris	13 - 14' CT	\$1,613.63	\$1,591.35
144	Wild Date Palm/ Phoenix sylvestris	15 - 16' CT	\$1,613.63	\$1,591.35
145	Windmill Palm / Trachycarpus fortunei	7 Gallon	\$43.03	\$42.44
146	Windmill Palm / Trachycarpus fortunei	15 Gallon	\$86.06	\$84.87
Item	Description	Unit of Measure	Mark Up Percent Offered	
147	OTHER MISCELLANEOUS PALMS - This line item is for "Palms" not listed in Section A. Contractor shall provide a quote for "Palms" not listed in Section A to the City Project Manager on an as needed basis using the percentage Mark-Up offered. The quote shall reference the wholesale cost of the material (which shall be a pass through cost), plus a percentage mark-up of the cost of the material. The cost of the material must be in line with industry standards. The City may request proof of invoice from wholesaler/supplier supplying material.	Percent (%)	100.00%	

SECTION B: PLANT MATERIAL (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
148	African Iris (white) / Dietes iridioides	1 Gallon	\$3.77	\$3.72
149	African Iris (white) / Dietes iridioides	3 Gallon	\$8.07	\$7.96
150	Agave	3 Gallon	\$8.07	\$7.96
151	Agave americana 'Variegata'	3 Gallon	\$8.07	\$7.96
152	Asiatic Jasmine/ Trachelosperum asiaticum	1 Gallon	\$3.50	\$3.45
153	Bay Cedar / Suriana maritima	3 Gallon	\$17.76	\$17.51
154	Bay Cedar / Suriana maritima	7 Gallon	\$32.27	\$31.83
155	Bay Cedar / Suriana maritima	25 Gallon	\$268.94	\$265.23
156	Beautyberry/ Callicarpa americana	3 Gallon	\$8.07	\$7.96
157	Blanket Flower / Gaillardia pulchella	1 Gallon	\$3.77	\$3.72
158	Blue Porter/ Stachytarpheta urticifolia	3 Gallon	\$8.07	\$7.96
159	Bougainvillea Dwarf	3 Gallon	\$8.07	\$7.96
160	Bougainvillea 'Helen Johnson'	3 Gallon	\$8.07	\$7.96
161	Bush Allamanda / Allamanda schottii	3 Gallon	\$8.07	\$7.96
162	Carissa macrocarpa 'Emerald Blanket'	3 Gallon	\$9.68	\$9.55
163	Carissa macrocarpa 'Boxwood Beauty'	3 Gallon	\$10.22	\$10.08
164	Century Palant / Agave americana	3 Gallon	\$8.61	\$8.49

(CONT.) SECTION B: PLANT MATERIAL (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
165	Chinese Juniper/ 'Parsoni'	3 Gallon	\$8.61	\$8.49
166	Cocoplum / Chrysobalanus icaco 'Red Tip'	3 Gallon	\$8.33	\$8.22
167	Creeping Fig/ Ficus pumila	1 Gallon	\$4.30	\$4.24
168	Crinum Lily / Crinum augustum " Queen Emma'	3 Gallon	\$10.76	\$10.61
169	Crinum Lily / Crinum augustum " Queen Emma'	7 Gallon	\$32.27	\$31.83
170	Crinum Lily / Crinum jagus " St. Christopher Lily'	3 Gallon	\$8.07	\$7.96
171	Crinum Lily / Crinum jagus " St. Christopher Lily'	7 Gallon	\$32.27	\$31.83
172	Crinum Lily / Crinum procerum " Splendens'	3 Gallon	\$8.07	\$7.96
173	Crinum Lily / Crinum procerum " Splendens'	7 Gallon	\$32.27	\$31.83
174	Croton / Codiaeum variegatum	3 Gallon	\$7.53	\$7.43
175	Croton / Codiaeum variegatum	7 Gallon	\$32.27	\$31.83
176	Croton / Codiaeum variegatum 'Eleanor Roosevelt'	3 Gallon	\$8.07	\$7.96
177	Croton / Codiaeum variegatum 'Eleanor Roosevelt'	7 Gallon	\$32.27	\$31.83
178	Croton / Codiaeum variegatum 'Mammey'	3 Gallon	\$8.07	\$7.96
179	Croton / Codiaeum variegatum 'Mammey'	7 Gallon	\$37.65	\$37.13
180	Croton / Codiaeum variegatum 'Petra'	3 Gallon	\$8.07	\$7.96
181	Croton / Codiaeum variegatum 'Petra'	7 Gallon	\$32.27	\$31.83
182	Diamond Frost / Euphorbia	1 Gallon	\$4.85	\$4.78
183	Diamond Frost / Euphorbia	3 Gallon	\$9.15	\$9.02
184	Downy Jasmine / Jasminium multiflorum	3 Gallon	\$8.07	\$7.96
185	Dune Sunflower / Helianthus debilis	1 Gallon	\$4.30	\$4.24
186	Dwarf Crown of Thorns / Euphorbia milii dwarf	3 Gallon	\$8.07	\$7.96
187	Fakahatchee Grass / Tripsacum dactyloides	1 Gallon	\$3.23	\$3.18
188	Fakahatchee Grass / Tripsacum dactyloides	3 Gallon	\$8.07	\$7.96
189	Ficus benjamina	25 Gallon	\$161.36	\$159.14
190	Ficus benjamina (2-3' ht.)	3 Gallon	\$8.07	\$7.96
191	Ficus benjamina (4-5' ht.)	7 Gallon	\$32.27	\$31.83
192	Ficus benjamina (6-7' ht.)	15 Gallon	\$37.65	\$37.13
193	Firebush / Hamelia patens	3 Gallon	\$7.53	\$7.43
194	Fishtail Fern / Neophrolepis falcata 'Furcans'	1 Gallon	\$4.30	\$4.24
195	Fishtail Fern / Neophrolepis Swordfern and Boston Fern	3 Gallon	\$9.15	\$9.02
196	Flax Lily / Dianella tasmanica	1 Gallon	\$4.30	\$4.24
197	Flax Lily / Dianella tasmanica	3 Gallon	\$8.07	\$7.96
198	Florida Gamagrass / Tripsacum floridanum	1 Gallon	\$3.23	\$3.18
199	Florida Gamagrass / Tripsacum floridanum	3 Gallon	\$8.07	\$7.96
200	Gold Mound	3 Gallon	\$7.10	\$7.00
201	Green Buttonwood/ Concarpus erectus	3 Gallon	\$7.53	\$7.43
202	Green Buttonwood/ Concarpus erectus	7 Gallon	\$30.12	\$29.71
203	Green Cocoplum / Chrysobalanus icaco	3 Gallon	\$16.14	\$15.91
204	Green Island/ Ficus microcarpa	3 Gallon	\$8.55	\$8.44
205	Hair Muhly Grass/ Muhlenbergia capillaris	3 Gallon	\$7.00	\$6.90

(CONT.) SECTION B: PLANT MATERIAL (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
206	Indian Hawthorne / Rhapholepis indica	3 Gallon	<u>\$8.33</u>	<u>\$8.22</u>
207	Indian Hawthorne / Rhapholepis indica "Alba"	3 Gallon	<u>\$8.33</u>	<u>\$8.22</u>
208	Ixora 'Maui Sunset'	3 Gallon	<u>\$8.07</u>	<u>\$7.96</u>
209	Ixora 'Maui Yellow'	3 Gallon	<u>\$8.07</u>	<u>\$7.96</u>
210	Jamaica Caper/ Capparis cynophallophora	3 Gallon	<u>\$10.76</u>	<u>\$10.61</u>
211	Jamaica Caper/ Capparis cynophallophora	7 Gallon	<u>\$37.65</u>	<u>\$37.13</u>
212	Japanese Pittosporum / Pittosporum tobira	3 Gallon	<u>\$8.33</u>	<u>\$8.22</u>
213	Japanese Pittosporum / Pittosporum tobira	7 Gallon	<u>\$37.65</u>	<u>\$37.13</u>
214	King Mantle/ Thunbergia erecta	3 Gallon	<u>\$8.33</u>	<u>\$8.22</u>
215	Lantana / Assorted Colors	1 Gallon	<u>\$3.23</u>	<u>\$3.18</u>
216	Leather Fern / Acrostichum danaeifolium	3 Gallon	<u>\$8.07</u>	<u>\$7.96</u>
217	Liriope muscari / Evergreen Giant	1 Gallon	<u>\$3.77</u>	<u>\$3.72</u>
218	Liriope muscari / Evergreen Giant	3 Gallon	<u>\$8.07</u>	<u>\$7.96</u>
219	Liriope muscari 'Super Blue'	1 Gallon	<u>\$3.77</u>	<u>\$3.72</u>
220	Liriope muscari 'Super Blue'	3 Gallon	<u>\$8.07</u>	<u>\$7.96</u>
221	Liriope muscari 'Variegata'	1 Gallon	<u>\$3.77</u>	<u>\$3.72</u>
222	Liriope muscari 'Variegata'	3 Gallon	<u>\$8.07</u>	<u>\$7.96</u>
223	Marble Ginger/ Alpina vittata	3 Gallon	<u>\$16.14</u>	<u>\$15.91</u>
224	Mexican heather/Cuphea hyssopifolia	1 Gallon	<u>\$3.77</u>	<u>\$3.72</u>
225	Myrsine/ Rapanea punctata	3 Gallon	<u>\$8.33</u>	<u>\$8.22</u>
226	Myrsine/ Rapanea punctata	7 gallon	<u>\$32.27</u>	<u>\$31.83</u>
227	Necklace Pod/ Sophora tomentosa	3 Gallon	<u>\$8.07</u>	<u>\$7.96</u>
228	Pentas / Pentas lanceolata (Assorted colors)	1 Gallon	<u>\$3.77</u>	<u>\$3.72</u>
229	Philodendron / Philodendron 'Xanadu'	3 Gallon	<u>\$11.83</u>	<u>\$11.67</u>
230	Philodendron / Philodendron 'Xanadu'	7 Gallon	<u>\$43.03</u>	<u>\$42.44</u>
231	Plumbago / Plumbago 'Imperial Blue'	3 Gallon	<u>\$7.53</u>	<u>\$7.43</u>
232	Podocarpus macrophyllus 'Maki'	3 Gallon	<u>\$9.15</u>	<u>\$9.02</u>
233	Podocarpus macrophyllus 'Maki'	7 Gallon	<u>\$37.65</u>	<u>\$37.13</u>
234	Podocarpus macrophyllus 'Maki'	15 Gallon	<u>\$96.82</u>	<u>\$95.48</u>
235	Porter Weed / Stachytarpheta jamaicensis	3 Gallon	<u>\$8.07</u>	<u>\$7.96</u>
236	Purple Fountain Grass/ Pennisetum setaceum 'rubrum'	3 Gallon	<u>\$8.07</u>	<u>\$7.96</u>
237	Red Taiwan Dwarf / Ixora 'Petite'	3 Gallon	<u>\$8.07</u>	<u>\$7.96</u>
238	Saltmeadow Cordgrass/ Spartina patens	1 Gallon	<u>\$3.23</u>	<u>\$3.18</u>
239	Sand Cordgrass/ Spartina bakeri	1 Gallon	<u>\$3.23</u>	<u>\$3.18</u>
240	Sandankwa Viburnum / Viburnum suspensum	3 Gallon	<u>\$8.07</u>	<u>\$7.96</u>
241	Sandankwa Viburnum / Viburnum suspensum	7 Gallon	<u>\$32.27</u>	<u>\$31.83</u>
242	Sandankwa Viburnum / Viburnum suspensum	15 Gallon	<u>\$75.30</u>	<u>\$74.26</u>
243	Saw Palmetto / Serenoa repens	3 Gallon	<u>\$16.14</u>	<u>\$15.91</u>
244	Saw Palmetto / Serenoa repens	7 Gallon	<u>\$43.03</u>	<u>\$42.44</u>
245	Saw Palmetto / Serenoa repens 'Silver Form'	3 Gallon	<u>\$16.14</u>	<u>\$15.91</u>
246	Saw Palmetto / Serenoa repens 'Silver Form'	7 Gallon	<u>\$43.03</u>	<u>\$42.44</u>

(CONT.) SECTION B: PLANT MATERIAL (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
247	Schefflera arboricola ' Gold Capella'	3 Gallon	\$7.00	\$6.90
248	Sea Ox- Eye Daisy/ Borrighia arborescens	1 Gallon	\$3.23	\$3.18
249	Sea Ox- Eye Daisy/ Borrighia arborescens	3 Gallon	\$7.00	\$6.90
250	Seagrape/Coccoloba uvifera	3 Gallon	\$8.07	\$7.96
251	Selloum Philodendron / Phildendron bipinnatifidum	3 Gallon	\$9.68	\$9.55
252	Selloum Philodendron / Phildendron bipinnatifidum	7 Gallon	\$37.65	\$37.13
253	Shell Ginger/ Alpina zerumbet	3 Gallon	\$15.06	\$14.85
254	Shell Ginger/ Alpina zerumbet	7 Gallon	\$37.65	\$37.13
255	Shining Jasmine/ Jasminum nitidum	3 Gallon	\$8.07	\$7.96
256	Shore Juniper/ Juniperus conferta 'Blue Pacific'	3 Gallon	\$8.61	\$8.49
257	Silver Buttonwood/ Concarpus erectus sericeus	3 Gallon	\$8.07	\$7.96
258	Silver Buttonwood/ Concarpus erectus sericeus	7 Gallon	\$29.59	\$29.18
259	Silver Buttonwood/ Concarpus erectus sericeus	15 Gallon	\$75.30	\$74.26
260	Silver Sea Ox- Eye Borrighia frutescens	1 Gallon	\$3.23	\$3.18
261	Silver Sea Ox- Eye Borrighia frutescens	3 Gallon	\$8.07	\$7.96
262	Simpson Stopper/ Myrciathes Fragrans	7 Gallon	\$32.27	\$31.83
263	Sky Vine/ Thunbergia grandiflora	3 Gallon	\$16.14	\$15.91
264	Society Garlic/ Tulbaghia violacea	1 Gallon	\$3.23	\$3.18
265	Spanish Stopper/ Eugenia foetida	3 Gallon	\$10.76	\$10.61
266	Spanish Stopper/ Eugenia foetida	7 Gallon	\$37.65	\$37.13
267	Starburst / Clerodendrum quadriloculare	3 Gallon	\$7.53	\$7.43
268	Starburst / Clerodendrum quadriloculare	7 Gallon	\$32.27	\$31.83
269	Strokes Dwarf / Ilex vomitoria 'Schelling's dwarf'	3 Gallon	\$9.15	\$9.02
270	Sunshine Mimosa / Mimosa strigilosa	1 Gallon	\$3.77	\$3.72
271	Sweet Viburnum/ Viburnum odoratissimum	3 Gallon	\$8.07	\$7.96
272	Sweet Viburnum/ Viburnum odoratissimum var. awabuki	3 Gallon	\$8.07	\$7.96
273	Sweet Viburnum/ Viburnum odoratissimum var. awabuki	7 Gallon	\$3.23	\$3.18
274	Sweet Viburnum/ Viburnum odoratissimum var. awabuki	15 Gallon	\$86.06	\$84.87
275	Thryallis/ Galphimia gracilis	3 Gallon	\$7.53	\$7.43
276	Ti Plant/ Cordyline fruticosa' Red Sister'	3 Gallon	\$7.53	\$7.43
277	Ti Plant/ Cordyline fruticosa' Xerox'	3 Gallon	\$8.07	\$7.96
332	Ti Plant/Cordyline fruticosa 'Auntie Lou'	3 Gallon	\$8.07	\$7.96
333	Tree Crinum / Crinum asiaticum	3 Gallon	\$13.98	\$13.79
334	Tree Crinum / Crinum asiaticum	7 Gallon	\$32.27	\$31.83
335	Tree Crinum / Crinum asiaticum	15 Gallon	\$80.68	\$79.57
336	'Trinette' / Schefflera arboricola	3 Gallon	\$7.00	\$6.90
337	Varieg. Shell Ginger/ Alpina zerumbet 'Variegata'	3 Gallon	\$16.14	\$15.91
338	Varieg. Shell Ginger/ Alpina zerumbet 'Variegata'	7 Gallon	\$48.41	\$47.74
339	Walter's Viburnum/ Viburnum obovatum	3 Gallon	\$9.15	\$9.02
340	Walter's Viburnum/ Viburnum obovatum	7 Gallon	\$37.65	\$37.13
341	Wart fern/Microsorium scolopendrium	1 Gallon	\$3.23	\$3.18

(CONT.) SECTION B: PLANT MATERIAL (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
342	Wax myrtle/Myrica cerifera	3 Gallon	\$8.07	\$7.96
343	Wax myrtle/Myrica cerifera	7 Gallon	\$32.27	\$31.83
344	White Indigio Berry/ Randia aculeata	3 Gallon	\$11.83	\$11.67
345	White Indigio Berry/ Randia aculeata	7 Gallon	\$48.41	\$47.74
346	White Stopper/ Eugenia axillaris	3 Gallon	\$7.53	\$7.43
347	Wild Coffee/ Psychotria nervosa	3 Gallon	\$8.07	\$7.96
348	Yaupon Holly/ Ilex vomitoria 'Nana'	3 Gallon	\$9.15	\$9.02
349	Yesterday/Today/Tomorrow Brunfelsia grandiflora	3 gallon	\$8.07	\$7.96
350	Yesterday/Today/Tomorrow Brunfelsia grandiflora	7 gallon	\$32.27	\$31.83
351	Zamia furfuracea/Cardboard palm	3 Gallon	\$16.14	\$15.91
352	Zamia furfuracea/Cardboard palm	7 Gallon	\$37.65	\$37.13
353	Zamia pumila/Coontie	1 Gallon	\$8.33	\$8.22
354	Zamia pumila/Coontie	3 Gallon	\$21.52	\$21.22
355	Zamia pumila/Coontie	7 Gallon	\$48.41	\$47.74
Item	Description	Unit of Measure	Mark Up Percent Offered	
356	<u>OTHER MISCELLANEOUS PLANT MATERIAL/SHRUBS</u> - This line item is for "Plant Material/Shrubs" not listed in Section B. Contractor shall provide a quote for "Plant Material/Shrubs" not listed in Section B to the City Project Manager on an as needed basis using the percentage Mark-Up offered. The quote shall reference the wholesale cost of the material (which shall be a pass through cost), plus a percentage mark-up of the cost of the material. The cost of the material must be in line with industry standards. The City may request proof of invoice from wholesaler/supplier supplying material.	Percent (%)	100.00%	

SECTION C: TREES (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
357	Bald Cypress / Taxodium distichum	15 Gallon	\$80.68	\$79.57
358	Bald Cypress / Taxodium distichum	25 Gallon	\$242.04	\$238.70
359	Bald Cypress / Taxodium distichum	30Gallon	\$268.94	\$265.23
360	Bald Cypress / Taxodium distichum	45 Gallon	\$295.83	\$291.75
361	Bald Cypress / Taxodium distichum	65 Gallon	\$376.51	\$371.32
362	Black Ironwood /Krugiodendron ferreum	25 Gallon	\$317.35	\$312.97
363	Blolly Tree / Guapira discolor	3 Gallon	\$16.14	\$15.91
364	Blolly Tree / Guapira discolor	25 Gallon	\$268.94	\$265.23
365	Bulnesia, Verawood / Bulnesia arborea	25 Gallon	\$242.04	\$238.70
366	Brazil Beauty leaf/ Calophyllum brasiliense	25 Gallon	\$242.04	\$238.70
367	Brazil Beauty leaf/ Calophyllum brasiliense	10-12' OA	\$242.04	\$238.70
368	Brazil Beauty leaf/ Calophyllum brasiliense	13-15' OA	\$295.83	\$291.75
369	Brazil Beauty leaf/ Calophyllum brasiliense	16-18' OA	\$376.51	\$371.32
370	Brazil Beauty leaf/ Calophyllum brasiliense	19-20' OA	\$430.30	\$424.36

(CONT.) SECTION C: TREES (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
371	Crape Mytle Trees / Lagerstroemia indica(Assorted Varieties)	25 Gallon	\$209.77	\$206.88
372	Crape Mytle Trees / Lagerstroemia indica(Assorted Varieties)	30 Gallon	\$242.04	\$238.70
373	Crape Mytle Trees / Lagerstroemia indica(Assorted Varieties)	45 Gallon	\$295.83	\$291.75
374	Crape Mytle Trees / Lagerstroemia indica(Assorted Varieties)	65 Gallon	\$376.51	\$371.32
375	Crape Mytle Trees / Lagerstroemia indica(Assorted Var.)	10-12' OA	\$242.04	\$238.70
376	Crape Mytle Trees / Lagerstroemia indica(Assorted Var.)	12.5-14' OA	\$295.83	\$291.75
377	Crape Mytle Trees / Lagerstroemia indica(Assorted Var.)	14.5-16' OA	\$376.51	\$371.32
378	Dahoon Holly / Ilex cassine	25 Gallon	\$242.04	\$238.70
379	Dahoon Holly / Ilex cassine	30 Gallon	\$268.94	\$265.23
380	Fiddle Wood/ Citharexylum spinosum	3 Gallon	\$10.76	\$10.61
381	Fiddle Wood/ Citharexylum spinosum	25 Gallon	\$268.94	\$265.23
382	Florida Red Bay / Persea borbonia	45 Gallon	\$322.73	\$318.27
383	Floss Silk Tree / Ceiba speciosa	25 gallon	\$242.04	\$238.70
384	Floss Silk Tree / Ceiba speciosa	45 gallon	\$322.73	\$318.27
385	Geiger Tree/ Cordia sebestena	25 Gallon	\$242.04	\$238.70
386	Geiger Tree/ Cordia sebestena	45 Gallon	\$322.73	\$318.27
387	Glossy Privet/ Ligustrum lucidum	25 Gallon	\$242.04	\$238.70
388	Glossy Privet/ Ligustrum lucidum	45 Gallon	\$322.73	\$318.27
389	Golden Rain Tree/ Koelreuteria elegans	15 Gallon	\$86.06	\$84.87
390	Golden Rain Tree/ Koelreuteria elegans	30 Gallon	\$268.94	\$265.23
391	Green Buttonwood / Conocarpus erectus	10-12' OA	\$242.04	\$238.70
392	Green Buttonwood / Conocarpus erectus	12.5-14' OA	\$268.94	\$265.23
393	Gumbo Limbo Tree/ Bursera simaruba	25 Gallon	\$242.04	\$238.70
394	Gumbo Limbo Tree/ Bursera simaruba	30 Gallon	\$252.80	\$249.31
395	Gumbo Limbo Tree/ Bursera simaruba	45 Gallon	\$322.73	\$318.27
396	Gumbo Limbo Tree/ Bursera simaruba	10-14' OA	\$268.94	\$265.23
397	Gumbo Limbo Tree/ Bursera simaruba	15-18' OA	\$322.73	\$318.27
398	Gumbo Limbo Tree/Bursera simaruba	18.5-20' OA	\$376.51	\$371.32
399	Hong Kong Orchid / Bauhinia X lbakeana	8-12' OA	\$242.04	\$238.70
400	Hong Kong Orchid / Bauhinia X lbakeana	12.5-16' OA	\$268.94	\$265.23
401	Jacaranda / Jacaranda mimosifolia	15 Gallon	\$80.68	\$79.57
402	Jacaranda / Jacaranda mimosifolia	25 Gallon	\$242.04	\$238.70
403	Japanese Fern Tree/ Filicium decipiens	8-10' OA	\$242.04	\$238.70
404	Japanese Fern Tree/ Filicium decipiens	10.5-14' OA	\$322.73	\$318.27
405	Jatropha- Peregrina/ Jatropha integerrima	8-10' STD	\$242.04	\$238.70
406	Lignum Vitae/ Guaiacum officinale	15Gallon	\$204.39	\$201.57
407	Lignum Vitae/ Guaiacum officinale	25 gallon	\$430.30	\$424.36
408	Native Lignum Vitae/ Guaiacum sanctum	15 Gallon	\$215.15	\$212.18
409	Native Lignum Vitae/ Guaiacum sanctum	25 gallon	\$430.30	\$424.36
410	Pigeon Plum / Coccoloba diversifolia	25 Gallon	\$242.04	\$238.70
411	Pigeon Plum / Coccoloba diversifolia	45 Gallon	\$295.83	\$291.75

(CONT.) SECTION C: TREES (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
412	Pigeon Plum / Coccoloba diversifolia	8-10' OA	\$242.04	\$238.70
413	Pigeon Plum / Coccoloba diversifolia	10.5-12' OA	\$295.83	\$291.75
414	Mastic Tree / Sideroxylon foetidissimum	7 Gallon	\$53.79	\$53.05
415	Mastic Tree / Sideroxylon foetidissimum	25 Gallon	\$268.94	\$265.23
416	Paradise Tree/ Simarouba glauca	10' OA	\$242.04	\$238.70
417	Pink Trumpet Trees/ Tabebuia heterophylla FG	10-12' OA	\$242.04	\$238.70
418	Pink Trumpet Trees/ Tabebuia heterophylla FG	12.5-15' OA	\$295.83	\$291.75
419	Pitch Apple / Clusia rosea	25 Gallon	\$268.94	\$265.23
420	Pitch Apple/ Clusia rosea FG	10-12' OA	\$268.94	\$265.23
421	Purple Trumpet Trees/ Tabebuia impetiginosa	10-12' OA	\$242.04	\$238.70
422	Privet / Ligustrum FG	8 - 10 ' OA	\$484.09	\$477.41
423	Privet / Ligustrum FG	10.5 - 12 ' OA	\$645.45	\$636.54
424	Live Oak Tree/ Quercus virginiana	30Gallon	\$268.94	\$265.23
425	Live Oak Tree/ Quercus virginiana	45Gallon	\$403.41	\$397.84
426	Live Oak Tree/ Quercus virginiana	65 Gallon	\$510.98	\$503.93
427	Live Oak Tree/ Quercus virginiana	3" Caliper	\$484.09	\$477.41
428	Live Oak Tree/ Quercus virginiana	4" Caliper	\$591.66	\$583.50
429	Live Oak Tree/ Quercus virginiana	5" Caliper	\$806.81	\$795.68
430	Live Oak Tree/ Quercus virginiana	6" Caliper	\$860.60	\$848.72
431	Live Oak Tree/ Quercus virginiana	7" Caliper	\$914.39	\$901.77
432	Live Oak Tree/ Quercus virginiana	8" Caliper	\$968.18	\$954.81
433	Live Oak Tree/ Quercus virginiana	9" Caliper	\$968.18	\$954.81
434	Live Oak Tree/ Quercus virginiana	10" Caliper	\$1,075.75	\$1,060.90
435	Live Oak Tree/ Quercus virginiana	11" Caliper	\$1,183.33	\$1,166.99
436	Live Oak Tree/ Quercus virginiana	12" Caliper	\$1,183.33	\$1,166.99
437	Live Oak Tree/ Quercus virginiana	14" Caliper	\$1,290.90	\$1,273.08
438	Mahogany/ Swietenia mahogani FG	10-12' OA	\$242.04	\$238.70
439	Mahogany/ Swietenia mahogani FG	12.5-14' OA	\$268.94	\$265.23
440	Purple Glory Tree/Tibouchina granulosa	6' STD	\$242.04	\$238.70
441	Queen Crape Myrtle/ Lagerstroemia speciosa	10-12' OA	\$268.94	\$265.23
442	Red Maple/ Acer rubrum	25 Gallon	\$242.04	\$238.70
443	Red Maple/ Acer rubrum	30 Gallon	\$268.94	\$265.23
444	Royal Poinciana Tree/ Delonix regia FG	10-12' OA	\$242.04	\$238.70
445	Royal Poinciana Tree/ Delonix regia FG	12.5-15' OA	\$268.94	\$265.23
446	Royal Poinciana Tree/ Delonix regia FG	15.5-20' OA	\$322.73	\$318.27
447	Satin Leaf / Chrysophyllum oliviforme	10-12' OA	\$242.04	\$238.70
448	Satin Leaf / Chrysophyllum oliviforme	12.5-14' OA	\$268.94	\$265.23
449	Satin Leaf / Chrysophyllum oliviforme	14.5-18' OA	\$322.73	\$318.27
450	Seagrape/Coccoloba uvifera	10' STD	\$242.04	\$238.70
451	Seagrape/Coccoloba uvifera	14' STD	\$295.83	\$291.75
452	Silver Buttonwood/ Concarpus erectus sericeus	10-12' STD	\$242.04	\$238.70

(CONT.) SECTION C: TREES (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
453	Silver Trumpet / Tabebuia caraiba FG	10-12' OA	\$268.94	\$265.23
454	Silver Trumpet / Tabebuia caraiba FG	12.5-14' OA	\$295.83	\$291.75
455	Slash Pine/ Pinus elliottii	3 Gallon	\$16.14	\$15.91
456	Slash Pine/ Pinus elliottii	7 Gallon	\$32.27	\$31.83
457	Slash Pine/ Pinus elliottii	15 Gallon	\$64.55	\$63.65
458	Slash Pine/ Pinus elliottii	8-10' OA	\$242.04	\$238.70
459	Slash Pine/ Pinus elliottii	11-12' OA	\$263.56	\$259.92
460	Slash Pine/ Pinus elliottii	13-15' OA	\$295.83	\$291.75
461	Slash Pine/ Pinus elliottii	16-17' OA	\$322.73	\$318.27
462	Slash Pine/ Pinus elliottii	18-20' OA	\$376.51	\$371.32
463	Small Leaf Clusia / Clusia guttifera	25 Gallon	\$236.67	\$233.40
464	Small Leaf Clusia / Clusia guttifera FG	8-10' OA	\$242.04	\$238.70
465	Small Leaf Clusia / Clusia guttifera FG	10.5-12' OA	\$268.94	\$265.23
466	Small Leaf Clusia / Clusia guttifera FG	12.5-14' OA	\$317.35	\$312.97
467	Spicewood / Calyptranthes pallens	7 Gallon	\$53.79	\$53.05
468	Spicewood / Calyptranthes pallens	15 Gallon	\$242.04	\$238.70
469	Strongbark / Bourreria succulenta	7 Gallon	\$53.79	\$53.05
470	Wild Tamarind/ Lysiloma latisiliquum FG	8-10' OA	\$242.04	\$238.70
471	Wild Tamarind/ Lysiloma latisiliquum FG	10.5-12' OA	\$268.94	\$265.23
472	Wild Tamarind/ Lysiloma latisiliquum FG	12.5-14' OA	\$322.73	\$318.27
473	Yellow Poinciana / Peltophorum pterocarpum	8-10' OA	\$242.04	\$238.70
474	Yellow Poinciana / Peltophorum pterocarpum	12-14' OA	\$268.94	\$265.23
Item	Description	Unit of Measure	Mark Up Percent Offered	
475	OTHER TREES - This line item is for "Trees" not listed in Section C. Contractor shall provide a quote for "Trees" not listed in Section C to the City Project Manager on an as needed basis using the percentage Mark-Up offered. The quote shall reference the wholesale cost of the material (which shall be a pass through cost), plus a percentage mark-up of the cost of the material. The cost of the material must be in line with industry standards. The City may request proof of invoice from wholesaler/supplier supplying material.	Percent (%)	100.00%	

SECTION D: RELOCATION / TRANSPLANTING (Unit Prices shall include Relocation/Transplanting)				
Item	Description	Size	Unit Price	
476	Relocation/Transplanting of Shrubs less than 3' ht.	EA	<u>\$3.23</u>	\$3.18
477	Relocation/Transplanting of Shrubs between 3.5' and 6' ht.	EA	<u>\$6.45</u>	\$6.37
478	Relocation/Transplanting of Shrubs between 6.5 and 10' ht.	EA	<u>\$26.89</u>	\$26.52
479	Relocation/Transplanting of Palms up to 10' OA	EA	<u>\$150.61</u>	\$148.53
480	Relocation/Transplanting of Palms over 10' up to 14' OA	EA	<u>\$161.36</u>	\$159.14
481	Relocation/Transplanting of Palms over 14' up to 18' OA	EA	<u>\$161.36</u>	\$159.14
482	Relocation/Transplanting of Palms over 18' up to 22' OA	EA	<u>\$188.26</u>	\$185.66
483	Relocation/Transplanting of Palms over 22' up to 28' OA	EA	<u>\$349.62</u>	\$344.79
484	Relocation/Transplanting of Palms over 28' up to 32' OA	EA	<u>\$376.51</u>	\$371.32
485	Relocation/Transplanting of Palms over 32' up to 37' OA	EA	<u>\$753.03</u>	\$742.63
486	Relocation/Transplanting of Palms over 37' up to 45' OA	EA	<u>\$753.03</u>	\$742.63
487	Relocation/Transplanting of Palms over 45' up to 55' OA	EA	<u>\$753.03</u>	\$742.63
488	Relocation/Transplanting of Canopy Trees up to 3" Caliper	EA	<u>\$295.83</u>	\$291.75
489	Relocation/Transplanting of Canopy Trees over 3" Caliper up to 5"	EA	<u>\$295.83</u>	\$291.75
490	Relocation/Transplanting of Canopy Trees over 5" Caliper up to 7"	EA	<u>\$510.98</u>	\$503.93
491	Relocation/Transplanting of Canopy Trees over 7" Caliper up to 9"	EA	<u>\$510.98</u>	\$503.93
492	Relocation/Transplanting of Canopy Trees over 9" Caliper up to 11"	EA	<u>\$753.03</u>	\$742.63
493	Relocation/Transplanting of Canopy Trees over 11" Caliper up to 13"	EA	<u>\$833.71</u>	\$822.20
494	Relocation/Transplanting of Canopy Trees over 13" Caliper up to 15"	EA	<u>\$860.60</u>	\$848.72
495	Relocation/Transplanting of Canopy Trees over 15" Caliper up to 17"	EA	<u>\$860.60</u>	\$848.72
496	Relocation/Transplanting of Canopy Trees over 17" Caliper up to 19"	EA	<u>\$968.18</u>	\$954.81
497	Relocation/Transplanting of Canopy Trees over 19" Caliper up to 21"	EA	<u>\$1,183.33</u>	\$1,166.99
498	Relocation/Transplanting of Canopy Trees over 21" Caliper up to 23"	EA	<u>\$1,183.33</u>	\$1,166.99
499	Relocation/Transplanting of Canopy Trees over 23" Caliper up to 25"	EA	<u>\$1,183.33</u>	\$1,166.99
500	Relocation/Transplanting of Canopy Trees over 25" Caliper up to 28"	EA	<u>\$1,183.33</u>	\$1,166.99

SECTION E: REMOVAL & DISPOSAL OF CITY EXISTING PLANT MATERIAL/STUMPS – (Unit prices shall include removal and disposal services)				
Item	Description	Size	Unit Price	
501	Tree ranging in size in feet: 1' - 3'	EA	<u>\$21.52</u>	<u>\$21.22</u>
502	Tree ranging in size in feet: 3.5' - 5'	EA	<u>\$32.27</u>	<u>\$31.83</u>
503	Tree ranging in size in feet: 5.5' - 10'	EA	<u>\$53.79</u>	<u>\$53.05</u>
504	Tree ranging in size in feet: 10.5' - 15'	EA	<u>\$96.82</u>	<u>\$95.48</u>
505	Tree ranging in size in feet: 15.5' - 20'	EA	<u>\$242.04</u>	<u>\$238.70</u>
506	Tree ranging in size in feet: 20.5' - 25'	EA	<u>\$258.18</u>	<u>\$254.62</u>
507	Tree ranging in size in feet: 25.5' - 30'	EA	<u>\$376.51</u>	<u>\$371.32</u>
508	Tree ranging in size in feet: 30.5' - 35'	EA	<u>\$430.30</u>	<u>\$424.36</u>
509	Tree ranging in size in feet: 35.5' - 45'	EA	<u>\$457.19</u>	<u>\$450.88</u>
510	Tree ranging in size in feet: 45.5' - 50'	EA	<u>\$618.56</u>	<u>\$610.02</u>
511	Tree ranging in size in feet: 50.5' - 55'	EA	<u>\$699.24</u>	<u>\$689.59</u>
512	Palm ranging in size in feet: 1' - 3'	EA	<u>\$16.14</u>	<u>\$15.91</u>
513	Palm ranging in size in feet: 3.5' - 5'	EA	<u>\$26.89</u>	<u>\$26.52</u>
514	Palm ranging in size in feet: 5.5' - 10'	EA	<u>\$53.79</u>	<u>\$53.05</u>
515	Palm ranging in size in feet: 10.5' - 15'	EA	<u>\$80.68</u>	<u>\$79.57</u>
516	Palm ranging in size in feet: 15.5' - 20'	EA	<u>\$295.83</u>	<u>\$291.75</u>
517	Palm ranging in size in feet: 20.5' - 25'	EA	<u>\$322.73</u>	<u>\$318.27</u>
518	Palm ranging in size in feet: 25.5' - 35'	EA	<u>\$376.51</u>	<u>\$371.32</u>
519	Palm ranging in size in feet: 35.5' - 45'	EA	<u>\$457.19</u>	<u>\$450.88</u>
520	Palm ranging in size in feet: 45.5' - 55'	EA	<u>\$457.19</u>	<u>\$450.88</u>
521	Clumping palm ranging in size in feet: 1-5'	EA	<u>\$10.76</u>	<u>\$10.61</u>
522	Clumping palm ranging in size in feet: 5.5-10'	EA	<u>\$21.52</u>	<u>\$21.22</u>
523	Clumping palm ranging in size in feet: 10.5-15'	EA	<u>\$37.65</u>	<u>\$37.13</u>
524	Clumping palm ranging in size over 15'	EA	<u>\$268.94</u>	<u>\$265.23</u>
525	Plants and Shrubs ranging in size in feet: 1' - 3'	EA	<u>\$3.77</u>	<u>\$3.72</u>
526	Plants and Shrubs ranging in size in feet: 3.5' - 5'	EA	<u>\$7.00</u>	<u>\$6.90</u>
527	Plants and Shrubs ranging in size in feet: 5.5' - 10'	EA	<u>\$26.89</u>	<u>\$26.52</u>
528	Plants and Shrubs ranging in size in feet: 10.5' - 15'	EA	<u>\$86.06</u>	<u>\$84.87</u>
529	Removal of Sod (All types)	Sq. Ft.	<u>\$0.32</u>	<u>\$0.32</u>
530	Removal of Weeds/fern beds	Sq. Ft.	<u>\$0.32</u>	<u>\$0.32</u>
531	Stump Removal less than 5" diameter	EA	<u>\$32.27</u>	<u>\$31.83</u>
532	Stump Removal Greater than 5" dia and less than 10" diameter	EA	<u>\$80.68</u>	<u>\$79.57</u>
533	Stump Removal Greater than 10" dia and less than 15" diameter	EA	<u>\$134.47</u>	<u>\$132.61</u>
534	Stump Removal Greater than 15" dia and less than 20" diameter	EA	<u>\$161.36</u>	<u>\$159.14</u>
535	Stump Removal Greater than 20" dia and less than 25" diameter	EA	<u>\$188.26</u>	<u>\$185.66</u>

<u>SECTION F: SOD / MULCH / TOPSOIL</u>				
Item	Description	Size	Unit Price	
536	SUPPLY & INSTALL RED MULCH	Cubic Feet	<u>\$1.45</u>	<u>\$1.43</u>
537	SUPPLY & INSTALL SOD - BAHIA ARGENTINE	Square Foot	<u>\$0.25</u>	<u>\$0.25</u>
538	SUPPLY & INSTALL SOD, BERMUDA TIFWAY, 419	Square Foot	<u>\$0.55</u>	<u>\$0.54</u>
539	SUPPLY, INSTALL & GRADE TOP SOIL (NON BULK)	50 LB. BAG	<u>\$3.17</u>	<u>\$3.13</u>
540	SUPPLY, INSTALL & GRADE TOP SOIL (BULK, TRUCK LOAD)	Cubic Yard	<u>\$37.65</u>	<u>\$37.13</u>
541	SUPPLY & INSTALL PINE STRAW MULCH	Cubic Feet	<u>\$1.55</u>	<u>\$1.53</u>

SECTION G: PRICE AND PAYMENT

1.01 Price Increases

For the contract term of the agreement, annual escalation fees shall be tied to a CPI Index, that is capped at 3%. For any years the CPI index is in excess of 3%, the annual increase shall not exceed 3%. *Unit prices shall remain firm for year 1.* The CITY will utilize a CPI-U index reference or a not to exceed of 3% per year, whichever is less for each renewal year. Percent increase will be applied to each individual unit price listed in the price schedule under Attachment B. Annual adjustment will be based on the latest yearly percentage increase or decrease of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) for Miami-Fort Lauderdale, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the February publication of the then current year.

For the above price increase to be implemented, the CONTRACTOR shall provide the CITY with a written request for adjustment for each individual Section A – F for an increase to the unit prices with the supporting document of the CPI-U as identified herein. Any request for adjustment to unit prices shall be provided to the CITY no later than sixty (60) days prior to the month and day of the effective date of the Agreement, and provided to the attention of the CITY Project Manager. It shall be the responsibility of the sender to confirm receipt of the annual adjustment request. The CITY will issue an amendment to the Agreement to approve the updated unit prices.

1.02 Price Increases Due to Market Conditions Following a Hurricane

The CITY acknowledges that market conditions can create fluctuation in pricing and/or availability of the item specified. The CITY may, in its sole discretion, make an equitable adjustment in the Agreement terms and/or pricing if pricing or availability of supply is directly affected by a hurricane that destroys nursery stock normally available from the nursery locations identified as being used by the CONTRACTOR.

The circumstances must:

1. be beyond the control of the CONTRACTOR
2. affect the marketplace or industry, not just the particular agreement source of supply
3. substantially affect pricing or availability of supply
4. affect the CONTRACTOR such that continued performance of the agreement would result in a substantial loss

The requested adjustment must be fully documented and submitted to the Senior Buyer. The CITY may, after examination and reference to industry publications, refuse to accept the adjusted costs if they are not properly documented or increases are considered to be excessive. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the CITY may terminate agreement in accordance with termination clause(s) herein. If the CITY accepts pricing adjustments, the CITY will issue an amendment to the Agreement to approve the updated unit prices.

1.03 Prices

CONTRACTOR may at any time during the contract period offer lower unit prices to pass on any cost savings to the CITY and reflect reduced unit prices in the Work Authorization form. Work Authorization forms that contain landscape material and prices that are not listed in the above price schedule may be purchased under this Agreement as a pass through cost from the CONTRACTOR'S supplier with a not to exceed percentage mark up of cost of material for deliver, install and relocation/transplanting. Each project amount under the City Council threshold limit will be issued with a Work Authorization form by the CITY Project Manager.

1.04 Post Sale Audit Adjustment

All items/services sold to the CITY as a result of this Agreement are subject to Post Sale Audit Adjustment. In the event an audit reveals the CONTRACTOR has not honored unit prices, CONTRACTOR will be liable for any and all overstated charges by issuance of a credit memo or check, whichever is determined by the CITY.

1.05 Payment

The CITY'S payment terms are Net 30 days. The CITY'S intent is to pay 100% of the work detailed on each Work Authorization form after all items have been satisfactorily completed in full by the CITY. Partial Payment may only be utilized with the approval of the CITY. The CITY Project Manager will make final inspection of the material covered under the Work Authorization form and must be approved before payment is made. Failure in the CONTRACTOR'S responsibility as outlined may result in either one or any of the following as determined by the CITY: a) Request for immediate replacement and/or correction of partial or entire order. b) Payment withholding until compliance is received and approval granted. c) Terminate the Work Authorization in part or in full. Invoice must reflect purchase order number.

NEWS RELEASE

BUREAU OF LABOR STATISTICS

U. S. D E P A R T M E N T O F L A B O R



For Release: Tuesday, May 12, 2020

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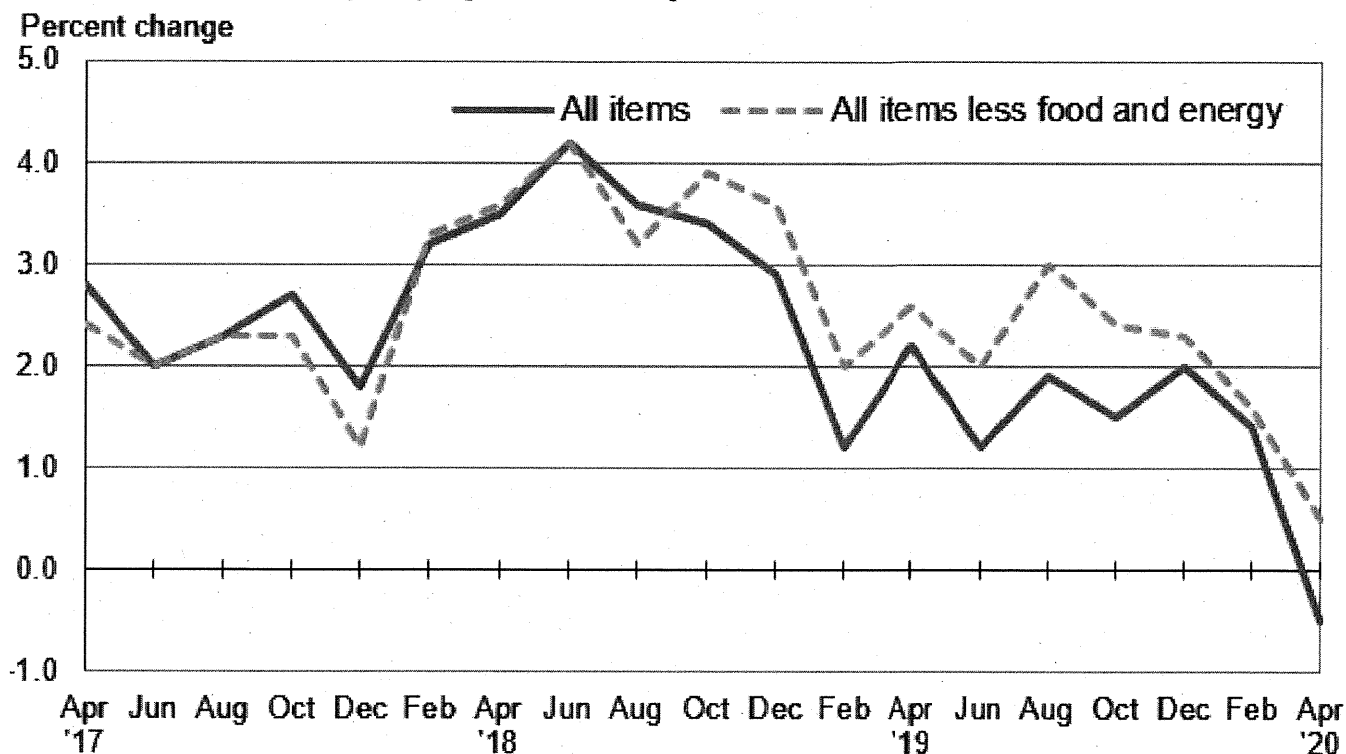
Consumer Price Index, Miami-Fort Lauderdale-West Palm Beach – April 2020

Area prices down 0.5 percent over the year

The Consumer Price Index for All Urban Consumers (CPI-U) for Miami-Fort Lauderdale-West Palm Beach declined 1.0 percent from February to April, the U.S. Bureau of Labor Statistics reported today. Regional Commissioner Janet S. Rankin noted that the all items less food and energy index declined 1.0 percent over the bi-monthly period, while the energy index fell 11.0-percent. In contrast, the food index advanced 5.0 percent from February to April. (Data in this report are not seasonally adjusted. Accordingly, bi-monthly changes may reflect the impact of seasonal influences.)

The all items CPI-U declined 0.5 percent for the 12 months ending April, reflecting an 18.6-percent fall in the energy index. The food index advanced 5.1 percent over the past year, while the index for all items less food and energy rose 0.5 percent. (See chart 1 and table 1.)

Chart 1. Over-the-year percent change in CPI-U, Miami-Fort Lauderdale-West Palm Beach, FL, April 2017–April 2020



Source: U.S. Bureau of Labor Statistics.

Food

The food index increased 5.0 percent from February to April, led by a 7.9-percent jump in the food at home index. The food away from home index also increased over the bi-monthly period, up 1.2 percent.

The food index advanced 5.1 percent for the 12 months ending April, reflecting increases in the food at home (6.7 percent) and food away from home (2.9 percent) indexes.

Energy

The energy index declined 11.0 percent from February to April, reflecting a 20.0-percent drop in the gasoline index. The electricity and the utility (piped) gas service indexes were unchanged over the bi-monthly period.

The energy index fell 18.6 percent for the 12 months ending April, led by a 29.4-percent fall in the gasoline index. The electricity index also declined, down 4.6 percent over the past 12 months.

All items less food and energy

The index for all items less food and energy fell 1.0 percent from February to April, led by declines in the motor vehicle insurance (-17.2 percent) and apparel (-11.0 percent) indexes. In contrast, the medical care index rose 1.3 percent over the bi-monthly period.

The index for all items less food and energy increased 0.5 percent over the past 12 months. Several indexes increased over the year, including shelter (1.2 percent) and medical care (4.6 percent). Motor vehicle insurance (-15.8 percent) and apparel (-7.7 percent) were among the indexes to decline over the past year.

Table A. Miami-Fort Lauderdale-West Palm Beach, FL, CPI-U 2-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2016		2017		2018		2019		2020	
	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month
February	0.2	1.6	1.3	4.0	2.6	3.2	1.0	1.2	0.4	1.4
April	0.7	1.4	-0.5	2.8	-0.1	3.5	0.8	2.2	-1.0	-0.5
June	0.6	1.6	-0.2	2.0	0.5	4.2	-0.5	1.2		
August	0.0	1.6	0.3	2.3	-0.3	3.6	0.4	1.9		
October	0.5	1.9	1.0	2.7	0.8	3.4	0.4	1.5		
December	0.8	2.9	-0.1	1.8	-0.6	2.9	-0.2	2.0		

The Consumer Price Index for May 2020 is scheduled to be released on Wednesday, June 10, 2020.

Coronavirus (COVID-19) Impact on April 2020 Consumer Price Index Data

Data collection by personal visit for the Consumer Price Index (CPI) program has been suspended since March 16, 2020. When possible, data normally collected by personal visit were collected either online or by phone. Additionally, data collection in April was affected by the temporary closing or limited operations of certain types of establishments. These factors resulted in an increase in the number of prices considered temporarily unavailable and imputed. While the CPI program attempted to collect as much data as possible, many indexes are based on smaller amounts of collected prices than usual, and a small number of indexes that are normally published were not published this month. Additional information is available at www.bls.gov/bls/effects-of-covid-19-pandemic-on-bls-price-indexes.htm#CPI.

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 29 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 5,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from \$10 in 1982-84 to

\$11.65. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the BLS Handbook of Methods, Chapter 17, The Consumer Price Index, available on the Internet at www.bls.gov/opub/hom/pdf/homch17.pdf.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The **Miami-Fort Lauderdale-West Palm Beach, FL**, Core Based Statistical Area covered in this release is comprised of Broward, Miami-Dade, and Palm Beach Counties in Florida.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods Miami-Fort Lauderdale-West Palm Beach, FL (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	Feb. 2020	Mar. 2020	Apr. 2020	Apr. 2019	Feb. 2020	Mar. 2020
Expenditure category						
All Items.....	272.044	-	269.237	-0.5	-1.0	-
All items (November 1977=100).....	438.497	-	433.972	-	-	-
Food and beverages	266.607	-	279.711	5.2	4.9	-
Food	267.786	-	281.119	5.1	5.0	-
Food at home	251.629	254.955	271.402	6.7	7.9	6.5
Cereals and bakery products	284.337	-	309.999	9.7	9.0	-
Meats, poultry, fish, and eggs.....	234.939	-	255.869	6.1	8.9	-
Dairy and related products	225.772	-	246.071	7.5	9.0	-
Fruits and vegetables	334.856	-	354.154	7.5	5.8	-
Nonalcoholic beverages and beverage materials(1)	238.581	-	257.739	2.4	8.0	-
Other food at home	211.106	-	226.296	7.5	7.2	-
Food away from home.....	296.099	-	299.572	2.9	1.2	-
Alcoholic beverages	249.107	-	-	-	-	-
Housing	287.385	-	287.265	1.2	0.0	-
Shelter	331.628	330.963	330.818	1.2	-0.2	0.0
Rent of primary residence	323.225	324.101	324.861	1.2	0.5	0.2
Owners' equiv. rent of residences(2)	332.781	333.800	334.755	1.7	0.6	0.3
Owners' equiv. rent of primary residence(2)	332.781	333.800	334.755	1.7	0.6	0.3
Fuels and utilities.....	177.066	-	176.857	-2.5	-0.1	-
Household energy	148.036	147.891	147.800	-4.6	-0.2	-0.1
Energy services.....	145.372	145.372	145.370	-4.4	0.0	0.0
Electricity	142.307	142.307	142.305	-4.6	0.0	0.0
Utility (piped) gas service	184.039	184.039	184.039	-	0.0	0.0
Household furnishings and operations	167.377	-	170.859	5.0	2.1	-
Apparel.....	144.664	-	128.767	-7.7	-11.0	-
Transportation	222.456	-	201.834	-12.2	-9.3	-
Private transportation	225.720	-	207.555	-11.6	-8.0	-
New and used motor vehicles(3).....	115.267	-	114.409	-3.0	-0.7	-
New vehicles(1).....	233.821	-	233.685	-0.8	-0.1	-
Used cars and trucks(1).....	292.386	-	297.625	0.0	1.8	-
Motor fuel	219.460	202.105	175.899	-29.3	-19.8	-13.0
Gasoline (all types).....	216.741	199.516	173.485	-29.4	-20.0	-13.0
Unleaded regular(4)	212.700	194.985	168.986	-30.4	-20.6	-13.3
Unleaded midgrade(4)(5).....	220.854	206.549	185.631	-22.7	-15.9	-10.1
Unleaded premium(4).....	240.023	228.184	202.709	-22.4	-15.5	-11.2
Motor vehicle insurance(1).....	894.055	-	739.853	-15.8	-17.2	-
Medical Care	573.166	-	580.389	4.6	1.3	-
Recreation(3).....	121.618	-	121.555	-0.6	-0.1	-
Education and communication(3).....	123.671	-	123.225	2.0	-0.4	-
Tuition, other school fees, and child care(1) ..	1,015.436	-	1,015.436	2.1	0.0	-
Other goods and services	359.879	-	359.491	-0.7	-0.1	-
Commodity and service group						
All Items.....	272.044	-	269.237	-0.5	-1.0	-
Commodities	204.257	-	201.406	-2.9	-1.4	-
Commodities less food & beverages.....	167.273	-	158.623	-7.7	-5.2	-
Nondurables less food & beverages	201.354	-	182.900	-12.2	-9.2	-
Durables	130.635	-	130.837	-1.0	0.2	-
Services.....	323.700	-	320.862	0.6	-0.9	-

Note: See footnotes at end of table.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods Miami-Fort Lauderdale-West Palm Beach, FL (1982-84=100 unless otherwise noted) - Continued

Item and Group	Indexes			Percent change from-		
	Feb. 2020	Mar. 2020	Apr. 2020	Apr. 2019	Feb. 2020	Mar. 2020
Special aggregate indexes						
All items less medical care	259.303	-	256.086	-0.9	-1.2	-
All items less shelter	240.633	-	236.764	-1.7	-1.6	-
Commodities less food	170.345	-	162.244	-7.1	-4.8	-
Nondurables	236.062	-	231.425	-3.4	-2.0	-
Nondurables less food	204.367	-	187.693	-10.9	-8.2	-
Services less rent of shelter(2)	320.665	-	314.880	-0.5	-1.8	-
Services less medical care services	305.223	-	301.644	0.1	-1.2	-
Energy	180.127	172.203	160.308	-18.6	-11.0	-6.9
All items less energy	282.393	-	281.522	1.0	-0.3	-
All items less food and energy	284.790	-	282.040	0.5	-1.0	-

Footnotes

(1) Index is on a November 1977=100 base.

(2) Index is on a November 1982=100 base.

(3) Indexes on a December 1997=100 base.

(4) Special index based on a substantially smaller sample.

(5) Indexes on a December 1993=100 base.

- Data not available.

NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.

ATTACHMENT B – AMENDMENT NO. 6

COMPENSATION FOR SERVICES

The CITY shall pay to the CONTRACTOR for providing and performing landscape material services as described in Attachment A set forth as follows:

The following price schedule shall apply.

SECTION A: PALMS (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
1	Bismarck Palms/ Bismarckia nobilis 'Silver'	45 Gallon	\$268.94	\$265.23
2	Bismarck Palms/ Bismarckia nobilis 'Silver' FG	10- 12' OA	\$322.73	\$318.27
3	Bismarck Palms/ Bismarckia nobilis 'Silver' FG	12.5-15' OA	\$484.09	\$477.41
4	Bismarck Palms/ Bismarckia nobilis 'Silver' FG	15-20' OA	\$806.81	\$795.68
5	Bottle Palm / Hyophorbe lagenicaulis	15 Gallon	\$86.06	\$84.87
6	Bottle Palm / Hyophorbe lagenicaulis	25 Gallon	\$188.26	\$185.66
7	Buccaneer Palm/ Pseudophoenix sargentii	15 Gallon	\$134.47	\$132.61
8	Cabbage Palmetto/ Sabal palmetto FG Slick	7-10' CT	\$188.26	\$185.66
9	Cabbage Palmetto/ Sabal palmetto FG BTD	7-10' CT	\$188.26	\$185.66
10	Cabbage Palmetto/ Sabal palmetto FG Slick	11-16' CT	\$188.26	\$185.66
11	Cabbage Palmetto/ Sabal palmetto FG BTD	11-16' CT	\$188.26	\$185.66
12	Cabbage Palmetto/ Sabal palmetto FG Slick	17-22' CT	\$242.04	\$238.70
13	Cabbage Palmetto/ Sabal palmetto FG BTD	17-22' CT	\$242.04	\$238.70
14	Cabbage Palmetto/ Sabal palmetto FG Slick	23-25' CT	\$242.04	\$238.70
15	Cabbage Palmetto/ Sabal palmetto FG BTD	23-25' CT	\$242.04	\$238.70
24	Carpentaria Palm / Carpentaria acuminata	25 Gallon	\$80.68	\$79.57
25	Carpentaria Palm / Carpentaria acuminata (Single)	12- 14' CT	\$215.15	\$212.18
26	Carpentaria Palm / Carpentaria acuminata (Double)	12- 14' CT	\$215.15	\$212.18
27	Cat Palm / Chamaedora cataractarum	15 Gallon	\$64.55	\$63.65
28	Chinese Fan Palm/ Livistona chinensis FG	8-10' OA	\$150.61	\$148.53
29	Chinese Fan Palm/ Livistona chinensis FG	10.5-12' OA	\$161.36	\$159.14
30	Chinese Fan Palm/ Livistona chinensis FG	12.5-14' OA	\$172.12	\$169.74
31	Chinese Fan Palm/ Livistona chinensis FG	14.5-16' OA	\$215.15	\$212.18
32	Coconut Palm/ Cocos nucifera FG	14-16' OA	\$161.36	\$159.14
33	Coconut Palm/ Cocos nucifera FG	21-24' OA	\$510.98	\$503.93
34	Coconut Palm/ Cocos nucifera 'Green Malayan' FG	13-16' OA	\$188.26	\$185.66
35	Coconut Palm/ Cocos nucifera 'Green Malayan' FG	17-20' OA	\$430.30	\$424.36
36	Coconut Palm/ Cocos nucifera 'Green Malayan' FG	21-24' OA	\$753.03	\$742.63
37	Coconut Palm/ Cocos nucifera 'Green Malayan' FG	25-28' OA	\$833.71	\$822.20
38	Coconut Palm/ Cocos nucifera 'Green Malayan' FG	29-33' OA	\$968.18	\$954.81
39	Coconut Palm/ Cocos nucifera 'Green Malayan' FG	34-38' OA	\$1,344.69	\$1,326.13

(CONT.) SECTION A: PALMS (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
40	Coconut Palm/ Cocos nucifera 'Green Malayan' FG	39-40' OA	\$1,344.69	\$1,326.13
41	Coconut Palm/ Cocos nucifera 'Maypan' FG	13-16' OA	\$322.73	\$318.27
42	Coconut Palm/ Cocos nucifera 'Maypan' FG	17-20' OA	\$430.30	\$424.36
43	Coconut Palm/ Cocos nucifera 'Maypan' FG	21-24' OA	\$537.88	\$530.45
44	Coconut Palm/ Cocos nucifera 'Maypan' FG	25-28' OA	\$645.45	\$636.54
45	Coconut Palm/ Cocos nucifera 'Maypan' FG	29-33' OA	\$753.03	\$742.63
46	Coconut Palm/ Cocos nucifera 'Maypan' FG	34-35' OA	\$968.18	\$954.81
47	Cuban Royal Palm / Roystonea regia FG	10-12' GW	\$537.88	\$530.45
48	Cuban Royal Palm / Roystonea regia FG	12.5-14' GW	\$806.81	\$795.68
49	Cuban Royal Palm / Roystonea regia FG	14.5-16' GW	\$806.81	\$795.68
50	Cuban Royal Palm / Roystonea regia FG	16.5-18' GW	\$914.39	\$901.77
51	Cuban Royal Palm / Roystonea regia FG	18.5-20' GW	\$1,344.69	\$1,326.13
52	Cuban Royal Palm / Roystonea regia FG	20.5-22' GW	\$1,613.63	\$1,591.35
53	Cuban Royal Palm / Roystonea regia FG	22.5-24' GW	\$1,882.57	\$1,856.58
54	Cuban Royal Palm / Roystonea regia FG	24.5-26' GW	\$2,366.66	\$2,333.98
55	Cuban Royal Palm / Roystonea regia FG	26.5-28' GW	\$2,689.38	\$2,652.25
56	Cuban Royal Palm / Roystonea regia FG	28.5-30' GW	\$2,689.38	\$2,652.25
57	Cuban Royal Palm / Roystonea regia FG	30.5-32' GW	\$2,958.32	\$2,917.48
58	Cuban Royal Palm / Roystonea regia FG	32.5-34' GW	\$2,958.32	\$2,917.48
59	Cuban Royal Palm / Roystonea regia FG	34.5-36' GW	\$2,958.32	\$2,917.48
60	Cuban Royal Palm / Roystonea regia FG	36.5-38' GW	\$3,227.26	\$3,182.70
61	Cuban Royal Palm / Roystonea regia FG	38.5-40' GW	\$3,227.26	\$3,182.70
62	Foxtail Palms / Wodyetia bifurcata	8-10' OA	\$161.36	\$159.14
63	Foxtail Palms / Wodyetia bifurcata(Double)	8-10' OA	\$204.39	\$201.57
64	Foxtail Palms / Wodyetia bifurcata(Triple)	8-10' OA	\$242.04	\$238.70
65	Foxtail Palms / Wodyetia bifurcata	12-14' OA	\$268.94	\$265.23
66	Foxtail Palms / Wodyetia bifurcata(Double)	12-14' OA	\$268.94	\$265.23
67	Foxtail Palms / Wodyetia bifurcata(Triple)	12-14' OA	\$268.94	\$265.23
68	Hurricane Palm / Dictyosperma album	25 Gallon	\$161.36	\$159.14
69	Hurricane Palm / Dictyosperma album FG	8' - 10' OA	\$265.80	\$262.14
70	Hurricane Palm / Dictyosperma album FG	11- 12' OA	\$188.26	\$185.66
71	Medjool Date palm/ Phoenix dactylifera FG	8' CT	\$1,075.75	\$1,060.90
72	Medjool Date palm/ Phoenix dactylifera FG	10' CT	\$1,613.63	\$1,591.35
73	Medjool Date palm/ Phoenix dactylifera FG	12' CT	\$3,227.26	\$3,182.70
74	Medjool Date palm/ Phoenix dactylifera FG	14' CT	\$3,227.26	\$3,182.70
75	Medjool Date palm/ Phoenix dactylifera FG	16' CT	\$4,303.01	\$4,243.60
76	Montgomery Palms/ Veitchia montgomeryana (single)	25 Gallon	\$199.01	\$196.27
77	Montgomery Palms/ Veitchia montgomeryana (Double)	25 Gallon	\$268.94	\$265.23
78	Montgomery Palms/ Veitchia montgomeryana (Triple)	25 Gallon	\$322.73	\$318.27
79	Montgomery Palms/ Veitchia montgomeryana (single) FG	10- 14' OA	\$242.04	\$238.70
80	Montgomery Palms/ Veitchia montgomeryana (Double) FG	10- 14' OA	\$295.83	\$291.75
81	Montgomery Palms/ Veitchia montgomeryana (Triple) FG	10 - 14' OA	\$376.51	\$371.32
82	Montgomery Palms/ Veitchia montgomeryana (single) FG	15 - 20' OA	\$349.62	\$344.79
83	Montgomery Palms/ Veitchia montgomeryana (Double) FG	15 - 20' OA	\$387.27	\$381.92
84	Montgomery Palms/ Veitchia montgomeryana (Triple) FG	15 - 20' OA	\$387.27	\$381.92
85	Montgomery Palms/ Veitchia montgomeryana (single) FG	20.5 - 25' OA	\$457.19	\$450.88
86	Montgomery Palms/ Veitchia montgomeryana (Double) FG	20.5 - 25' OA	\$484.09	\$477.41
87	Montgomery Palms/ Veitchia montgomeryana (Triple) FG	20.5 - 25' OA	\$510.98	\$503.93

(CONT.) SECTION A: PALMS (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
88	Paurotis Palm / Acoelorrhaphe wrightii FG	6-7' OA	\$258.18	\$254.62
89	Paurotis Palm / Acoelorrhaphe wrightii FG	8-9' OA	\$344.24	\$339.49
90	Paurotis Palm / Acoelorrhaphe wrightii FG	10-11' OA	\$403.41	\$397.84
91	Paurotis Palm / Acoelorrhaphe wrightii FG	12-13' OA	\$484.09	\$477.41
92	Paurotis Palm / Acoelorrhaphe wrightii FG	14-15' OA	\$618.56	\$610.02
93	Paurotis Palm / Acoelorrhaphe wrightii FG	16-17' OA	\$618.56	\$610.02
94	Paurotis Palm / Acoelorrhaphe wrightii FG	18-19' OA	\$618.56	\$610.02
95	Paurotis Palm / Acoelorrhaphe wrightii FG	20-21' OA	\$726.13	\$716.11
96	Pygmy Date Palm/ Phoenix roebelenii (Single) FG	4-6' OA	\$80.68	\$79.57
97	Pygmy Date Palm/ Phoenix roebelenii (Double) FG	4-6' OA	\$102.20	\$100.79
98	Pygmy Date Palm/ Phoenix roebelenii (Triple) FG	4-6' OA	\$123.71	\$122.00
99	Pygmy Date Palm/ Phoenix roebelenii (Single) FG	7-8' OA	\$188.26	\$185.66
100	Pygmy Date Palm/ Phoenix roebelenii (Double) FG	7-8' OA	\$188.26	\$185.66
101	Pygmy Date Palm/ Phoenix roebelenii (Triple) FG	7-8' OA	\$215.15	\$212.18
102	Pygmy Date Palm/ Phoenix roebelenii (Single) FG	9-10' OA	\$188.26	\$185.66
103	Pygmy Date Palm/ Phoenix roebelenii (Double) FG	9-10' OA	\$188.26	\$185.66
104	Pygmy Date Palm/ Phoenix roebelenii (Triple) FG	9-10' OA	\$268.94	\$265.23
105	Queen Palm / Syagrus romanzoffiana FG	11-13' OA	\$215.15	\$212.18
106	Queen Palm / Syagrus romanzoffiana FG	14-16' OA	\$215.15	\$212.18
107	Queen Palm / Syagrus romanzoffiana FG	17-19' OA	\$295.83	\$291.75
108	Queen Palm / Syagrus romanzoffiana FG	20-22' OA	\$295.83	\$291.75
109	Queen Palm / Syagrus romanzoffiana FG	23-25' OA	\$295.83	\$291.75
110	Senegal Palm / Phoenix reclinata FG	10-15' OA	\$215.15	\$212.18
111	Senegal Palm / Phoenix reclinata FG	16-20' OA	\$215.15	\$212.18
112	Senegal Palm / Phoenix reclinata FG	20.5-25' OA	\$645.45	\$636.54
113	Solitaire - Alexander Palm/ Ptychosperma elegans FG	8-12' OA	\$215.15	\$212.18
114	Solitaire - Alexander Palm/ Ptychosperma elegans FG	12.5-16' OA	\$242.04	\$238.70
115	Solitaire - Alexander Palm/ Ptychosperma elegans FG	16.5-22' OA	\$268.94	\$265.23
116	Spindle Palm / Hyophorbe verschaffeltii	15 Gallon	\$91.44	\$90.18
117	Spindle Palm / Hyophorbe verschaffeltii	25 Gallon	\$188.26	\$185.66
118	Spindle Palm / Hyophorbe verschaffeltii FG	6-8' OA	\$215.15	\$212.18
119	Spindle Palm / Hyophorbe verschaffeltii FG	8.5-10' OA	\$258.18	\$254.62
120	Spindle Palm / Hyophorbe verschaffeltii FG	10.5-12' OA	\$311.97	\$307.66
121	Spindle Palm / Hyophorbe verschaffeltii FG	12.5-15' OA	\$349.62	\$344.79
122	Florida Thatch Palm / Thrinax radiata	25 Gallon	\$161.36	\$159.14
123	Florida Thatch Palm/ Thrinax radiata	4-6' OA	\$188.26	\$185.66
124	Florida Thatch Palm/ Thrinax radiata	7-10' OA	\$242.04	\$238.70
125	Florida Thatch Palm / Thrinax radiata	11-12' OA	\$484.09	\$477.41
126	Washington Palm/ Washingtonia robusta	14.5-16' CT	\$322.73	\$318.27
127	Washington Palm/ Washingtonia robusta	16.5-18' CT	\$322.73	\$318.27
128	Washington Palm/ Washingtonia robusta	18.5-20' CT	\$376.51	\$371.32
129	Washington Palm/ Washingtonia robusta	20.5-22' CT	\$376.51	\$371.32
130	Washington Palm/ Washingtonia robusta	22.5-24' CT	\$806.81	\$795.68
131	Washington Palm/ Washingtonia robusta	24.5-26' CT	\$1,398.48	\$1,379.17
132	Washington Palm/ Washingtonia robusta	26.5-28' CT	\$1,398.48	\$1,379.17
133	Washington Palm/ Washingtonia robusta	28.5-30' CT	\$1,398.48	\$1,379.17
134	Washington Palm/ Washingtonia robusta	30.5-32' CT	\$1,398.48	\$1,379.17
135	Washington Palm/ Washingtonia robusta	32.5-34' CT	\$1,398.48	\$1,379.17

(CONT.) SECTION A: PALMS (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
136	Washington Palm/ Washingtonia robusta	34.5-36' CT	\$1,398.48	\$1,379.17
137	Washington Palm/ Washingtonia robusta	36.5-38' CT	\$1,398.48	\$1,379.17
138	Washington Palm/ Washingtonia robusta	38.5-40' CT	\$1,398.48	\$1,379.17
139	Wild Date Palm/ Phoenix sylvestris	5 - 6' CT	\$484.09	\$477.41
140	Wild Date Palm/ Phoenix sylvestris	7 - 8' CT	\$806.81	\$795.68
141	Wild Date Palm/ Phoenix sylvestris	9 - 10' CT	\$1,021.96	\$1,007.86
142	Wild Date Palm/ Phoenix sylvestris	11 - 12' CT	\$1,129.54	\$1,113.95
143	Wild Date Palm/ Phoenix sylvestris	13 - 14' CT	\$1,613.63	\$1,591.35
144	Wild Date Palm/ Phoenix sylvestris	15 - 16' CT	\$1,613.63	\$1,591.35
145	Windmill Palm / Trachycarpus fortunei	7 Gallon	\$43.03	\$42.44
146	Windmill Palm / Trachycarpus fortunei	15 Gallon	\$86.06	\$84.87
Item	Description	Unit of Measure	Mark Up Percent Offered	
147	OTHER MISCELLANEOUS PALMS - This line item is for "Palms" not listed in Section A. Contractor shall provide a quote for "Palms" not listed in Section A to the City Project Manager on an as needed basis using the percentage Mark-Up offered. The quote shall reference the wholesale cost of the material (which shall be a pass through cost), plus a percentage mark-up of the cost of the material. The cost of the material must be in line with industry standards. The City may request proof of invoice from wholesaler/supplier supplying material.	Percent (%)	100.00%	

SECTION B: PLANT MATERIAL (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
148	African Iris (white) / Dietes iridioides	1 Gallon	\$3.77	\$3.72
149	African Iris (white) / Dietes iridioides	3 Gallon	\$8.07	\$7.96
150	Agave	3 Gallon	\$8.07	\$7.96
151	Agave americana 'Variegata'	3 Gallon	\$8.07	\$7.96
152	Asiatic Jasmine/ Trachelosperum asiaticum	1 Gallon	\$3.50	\$3.45
153	Bay Cedar / Suriana maritima	3 Gallon	\$17.76	\$17.51
154	Bay Cedar / Suriana maritima	7 Gallon	\$32.27	\$31.83
155	Bay Cedar / Suriana maritima	25 Gallon	\$268.94	\$265.23
156	Beautyberry/ Callicarpa americana	3 Gallon	\$8.07	\$7.96
157	Blanket Flower / Gaillardia pulchella	1 Gallon	\$3.77	\$3.72
158	Blue Porter/ Stachytarpheta urticifolia	3 Gallon	\$8.07	\$7.96
159	Bougainvillea Dwarf	3 Gallon	\$8.07	\$7.96
160	Bougainvillea 'Helen Johnson'	3 Gallon	\$8.07	\$7.96
161	Bush Allamanda / Allamanda schottii	3 Gallon	\$8.07	\$7.96
162	Carissa macrocarpa 'Emerald Blanket'	3 Gallon	\$9.68	\$9.55
163	Carissa macrocarpa 'Boxwood Beauty'	3 Gallon	\$10.22	\$10.08
164	Century Palant / Agave americana	3 Gallon	\$8.61	\$8.49

(CONT.) SECTION B: PLANT MATERIAL (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
165	Chinese Juniper/ 'Parsoni'	3 Gallon	\$8.61	\$8.49
166	Cocoplum / Chrysobalanus icaco 'Red Tip'	3 Gallon	\$8.33	\$8.22
167	Creeping Fig/ Ficus pumila	1 Gallon	\$4.30	\$4.24
168	Crinum Lily / Crinum augustum " Queen Emma'	3 Gallon	\$10.76	\$10.61
169	Crinum Lily / Crinum augustum " Queen Emma'	7 Gallon	\$32.27	\$31.83
170	Crinum Lily / Crinum jagus " St. Christopher Lily'	3 Gallon	\$8.07	\$7.96
171	Crinum Lily / Crinum jagus " St. Christopher Lily'	7 Gallon	\$32.27	\$31.83
172	Crinum Lily / Crinum procerum " Splendens'	3 Gallon	\$8.07	\$7.96
173	Crinum Lily / Crinum procerum " Splendens'	7 Gallon	\$32.27	\$31.83
174	Croton / Codiaeum variegatum	3 Gallon	\$7.53	\$7.43
175	Croton / Codiaeum variegatum	7 Gallon	\$32.27	\$31.83
176	Croton / Codiaeum variegatum 'Eleanor Roosevelt'	3 Gallon	\$8.07	\$7.96
177	Croton / Codiaeum variegatum 'Eleanor Roosevelt'	7 Gallon	\$32.27	\$31.83
178	Croton / Codiaeum variegatum 'Mammey'	3 Gallon	\$8.07	\$7.96
179	Croton / Codiaeum variegatum 'Mammey'	7 Gallon	\$37.65	\$37.13
180	Croton / Codiaeum variegatum 'Petra'	3 Gallon	\$8.07	\$7.96
181	Croton / Codiaeum variegatum 'Petra'	7 Gallon	\$32.27	\$31.83
182	Diamond Frost / Euphorbia	1 Gallon	\$4.85	\$4.78
183	Diamond Frost / Euphorbia	3 Gallon	\$9.15	\$9.02
184	Downy Jasmine / Jasminium multiflorum	3 Gallon	\$8.07	\$7.96
185	Dune Sunflower / Helianthus debilis	1 Gallon	\$4.30	\$4.24
186	Dwarf Crown of Thorns / Euphorbia milii dwarf	3 Gallon	\$8.07	\$7.96
187	Fakahatchee Grass / Tripsacum dactyloides	1 Gallon	\$3.23	\$3.18
188	Fakahatchee Grass / Tripsacum dactyloides	3 Gallon	\$8.07	\$7.96
189	Ficus benjamina	25 Gallon	\$161.36	\$159.14
190	Ficus benjamina (2-3' ht.)	3 Gallon	\$8.07	\$7.96
191	Ficus benjamina (4-5' ht.)	7 Gallon	\$32.27	\$31.83
192	Ficus benjamina (6-7' ht.)	15 Gallon	\$37.65	\$37.13
193	Firebush / Hamelia patens	3 Gallon	\$7.53	\$7.43
194	Fishtail Fern / Neophrolepis falcata 'Furcans'	1 Gallon	\$4.30	\$4.24
195	Fishtail Fern / Neophrolepis Swordfern and Boston Fern	3 Gallon	\$9.15	\$9.02
196	Flax Lily / Dianella tasmanica	1 Gallon	\$4.30	\$4.24
197	Flax Lily / Dianella tasmanica	3 Gallon	\$8.07	\$7.96
198	Florida Gamagrass / Tripsacum floridanum	1 Gallon	\$3.23	\$3.18
199	Florida Gamagrass / Tripsacum floridanum	3 Gallon	\$8.07	\$7.96
200	Gold Mound	3 Gallon	\$7.10	\$7.00
201	Green Buttonwood/ Concarpus erectus	3 Gallon	\$7.53	\$7.43
202	Green Buttonwood/ Concarpus erectus	7 Gallon	\$30.12	\$29.71
203	Green Cocoplum / Chrysobalanus icaco	3 Gallon	\$16.14	\$15.91
204	Green Island/ Ficus microcarpa	3 Gallon	\$8.55	\$8.44
205	Hair Muhly Grass/ Muhlenbergia capillaris	3 Gallon	\$7.00	\$6.90

(CONT.) SECTION B: PLANT MATERIAL (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
206	Indian Hawthorne / Rhampholepis indica	3 Gallon	\$8.33	\$8.22
207	Indian Hawthorne / Rhampholepis indica 'Alba'	3 Gallon	\$8.33	\$8.22
208	Ixora 'Maui Sunset'	3 Gallon	\$8.07	\$7.96
209	Ixora 'Maui Yellow'	3 Gallon	\$8.07	\$7.96
210	Jamaica Caper/ Capparis cynophallophora	3 Gallon	\$10.76	\$10.61
211	Jamaica Caper/ Capparis cynophallophora	7 Gallon	\$37.65	\$37.13
212	Japanese Pittosporum / Pittosporum tobira	3 Gallon	\$8.33	\$8.22
213	Japanese Pittosporum / Pittosporum tobira	7 Gallon	\$37.65	\$37.13
214	King Mantle/ Thunbergia erecta	3 Gallon	\$8.33	\$8.22
215	Lantana / Assorted Colors	1 Gallon	\$3.23	\$3.18
216	Leather Fern / Acrostichum danaeifolium	3 Gallon	\$8.07	\$7.96
217	Liriope muscari / Evergreen Giant	1 Gallon	\$3.77	\$3.72
218	Liriope muscari / Evergreen Giant	3 Gallon	\$8.07	\$7.96
219	Liriope muscari 'Super Blue'	1 Gallon	\$3.77	\$3.72
220	Liriope muscari 'Super Blue'	3 Gallon	\$8.07	\$7.96
221	Liriope muscari 'Variegata'	1 Gallon	\$3.77	\$3.72
222	Liriope muscari 'Variegata'	3 Gallon	\$8.07	\$7.96
223	Marble Ginger/ Alpina vittata	3 Gallon	\$16.14	\$15.91
224	Mexican heather/Cuphea hyssopifolia	1 Gallon	\$3.77	\$3.72
225	Myrsine/ Rapanea punctata	3 Gallon	\$8.33	\$8.22
226	Myrsine/ Rapanea punctata	7 gallon	\$32.27	\$31.83
227	Necklace Pod/ Sophora tomentosa	3 Gallon	\$8.07	\$7.96
228	Pentas / Pentas lanceolata (Assorted colors)	1 Gallon	\$3.77	\$3.72
229	Philodendron / Philodendron 'Xanadu'	3 Gallon	\$11.83	\$11.67
230	Philodendron / Philodendron 'Xanadu'	7 Gallon	\$43.03	\$42.44
231	Plumbago / Plumbago 'Imperial Blue'	3 Gallon	\$7.53	\$7.43
232	Podocarpus macrophyllus 'Maki'	3 Gallon	\$9.15	\$9.02
233	Podocarpus macrophyllus 'Maki'	7 Gallon	\$37.65	\$37.13
234	Podocarpus macrophyllus 'Maki'	15 Gallon	\$96.82	\$95.48
235	Porter Weed / Stachytarpheta jamaicensis	3 Gallon	\$8.07	\$7.96
236	Purple Fountain Grass/ Pennisetum setaceum 'rubrum'	3 Gallon	\$8.07	\$7.96
237	Red Taiwan Dwarf / Ixora 'Petite'	3 Gallon	\$8.07	\$7.96
238	Saltmeadow Cordgrass/ Spartina patens	1 Gallon	\$3.23	\$3.18
239	Sand Cordgrass/ Spartina bakeri	1 Gallon	\$3.23	\$3.18
240	Sandankwa Viburnum / Viburnum suspensum	3 Gallon	\$8.07	\$7.96
241	Sandankwa Viburnum / Viburnum suspensum	7 Gallon	\$32.27	\$31.83
242	Sandankwa Viburnum / Viburnum suspensum	15 Gallon	\$75.30	\$74.26
243	Saw Palmetto / Serenoa repens	3 Gallon	\$16.14	\$15.91
244	Saw Palmetto / Serenoa repens	7 Gallon	\$43.03	\$42.44
245	Saw Palmetto / Serenoa repens 'Silver Form'	3 Gallon	\$16.14	\$15.91
246	Saw Palmetto / Serenoa repens 'Silver Form'	7 Gallon	\$43.03	\$42.44

(CONT.) SECTION B: PLANT MATERIAL (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
247	Schefflera arboricola 'Gold Capella'	3 Gallon	\$7.00	\$6.90
248	Sea Ox- Eye Daisy/ Borrchia arborescens	1 Gallon	\$3.23	\$3.18
249	Sea Ox- Eye Daisy/ Borrchia arborescens	3 Gallon	\$7.00	\$6.90
250	Seagrape/Coccoloba uvifera	3 Gallon	\$8.07	\$7.96
251	Selloum Philodendron / Phildendron bipinnatifidum	3 Gallon	\$9.68	\$9.55
252	Selloum Philodendron / Phildendron bipinnatifidum	7 Gallon	\$37.65	\$37.13
253	Shell Ginger/ Alpina zerumbet	3 Gallon	\$15.06	\$14.85
254	Shell Ginger/ Alpina zerumbet	7 Gallon	\$37.65	\$37.13
255	Shining Jasmine/ Jasminum nitidum	3 Gallon	\$8.07	\$7.96
256	Shore Juniper/ Juniperus conferta 'Blue Pacific'	3 Gallon	\$8.61	\$8.49
257	Silver Buttonwood/ Concarpus erectus sericeus	3 Gallon	\$8.07	\$7.96
258	Silver Buttonwood/ Concarpus erectus sericeus	7 Gallon	\$29.59	\$29.18
259	Silver Buttonwood/ Concarpus erectus sericeus	15 Gallon	\$75.30	\$74.26
260	Silver Sea Ox- Eye Borrchia frutescens	1 Gallon	\$3.23	\$3.18
261	Silver Sea Ox- Eye Borrchia frutescens	3 Gallon	\$8.07	\$7.96
262	Simpson Stopper/ Myrciathes Fragrans	7 Gallon	\$32.27	\$31.83
263	Sky Vine/ Thunbergia grandiflora	3 Gallon	\$16.14	\$15.91
264	Society Garlic/ Tulbaghia violacea	1 Gallon	\$3.23	\$3.18
265	Spanish Stopper/ Eugenia foetida	3 Gallon	\$10.76	\$10.61
266	Spanish Stopper/ Eugenia foetida	7 Gallon	\$37.65	\$37.13
267	Starburst / Clerodendrum quadriloculare	3 Gallon	\$7.53	\$7.43
268	Starburst / Clerodendrum quadriloculare	7 Gallon	\$32.27	\$31.83
269	Strokes Dwarf / Ilex vomitoria 'Schelling's dwarf'	3 Gallon	\$9.15	\$9.02
270	Sunshine Mimosa / Mimosa strigilosa	1 Gallon	\$3.77	\$3.72
271	Sweet Viburnum/ Viburnum odoratissimum	3 Gallon	\$8.07	\$7.96
272	Sweet Viburnum/ Viburnum odoratissimum var. awabuki	3 Gallon	\$8.07	\$7.96
273	Sweet Viburnum/ Viburnum odoratissimum var. awabuki	7 Gallon	\$3.23	\$3.18
274	Sweet Viburnum/ Viburnum odoratissimum var. awabuki	15 Gallon	\$86.06	\$84.87
275	Thryallis/ Galphimia gracilis	3 Gallon	\$7.53	\$7.43
276	Ti Plant/ Cordyline fruticosa 'Red Sister'	3 Gallon	\$7.53	\$7.43
277	Ti Plant/ Cordyline fruticosa 'Xerox'	3 Gallon	\$8.07	\$7.96
332	Ti Plant/Cordyline fruticosa 'Auntie Lou'	3 Gallon	\$8.07	\$7.96
333	Tree Crinum / Crinum asiaticum	3 Gallon	\$13.98	\$13.79
334	Tree Crinum / Crinum asiaticum	7 Gallon	\$32.27	\$31.83
335	Tree Crinum / Crinum asiaticum	15 Gallon	\$80.68	\$79.57
336	'Trinette' / Schefflera arboricola	3 Gallon	\$7.00	\$6.90
337	Varieg. Shell Ginger/ Alpina zerumbet 'Variegata'	3 Gallon	\$16.14	\$15.91
338	Varieg. Shell Ginger/ Alpina zerumbet 'Variegata'	7 Gallon	\$48.41	\$47.74
339	Walter's Viburnum/ Viburnum obovatum	3 Gallon	\$9.15	\$9.02
340	Walter's Viburnum/ Viburnum obovatum	7 Gallon	\$37.65	\$37.13
341	Wart fern/Microsorium scolopendrium	1 Gallon	\$3.23	\$3.18

(CONT.) SECTION B: PLANT MATERIAL (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
342	Wax myrtle/Myrica cerifera	3 Gallon	\$8.07	\$7.96
343	Wax myrtle/Myrica cerifera	7 Gallon	\$32.27	\$31.83
344	White Indigio Berry/ Randia aculeata	3 Gallon	\$11.83	\$11.67
345	White Indigio Berry/ Randia aculeata	7 Gallon	\$48.41	\$47.74
346	White Stopper/ Eugenia axillaris	3 Gallon	\$7.53	\$7.43
347	Wild Coffee/ Psychotria nervosa	3 Gallon	\$8.07	\$7.96
348	Yaupon Holly/ Ilex vomitoria 'Nana'	3 Gallon	\$9.15	\$9.02
349	Yesterday/Today/Tomorrow Brunfelsia grandiflora	3 gallon	\$8.07	\$7.96
350	Yesterday/Today/Tomorrow Brunfelsia grandiflora	7 gallon	\$32.27	\$31.83
351	Zamia furfuracea/Cardboard palm	3 Gallon	\$16.14	\$15.91
352	Zamia furfuracea/Cardboard palm	7 Gallon	\$37.65	\$37.13
353	Zamia pumila/Coontie	1 Gallon	\$8.33	\$8.22
354	Zamia pumila/Coontie	3 Gallon	\$21.52	\$21.22
355	Zamia pumila/Coontie	7 Gallon	\$48.41	\$47.74
Item	Description	Unit of Measure	Mark Up Percent Offered	
356	OTHER MISCELLANEOUS PLANT MATERIAL/SHRUBS - This line item is for "Plant Material/Shrubs" not listed in Section B. Contractor shall provide a quote for "Plant Material/Shrubs" not listed in Section B to the City Project Manager on an as needed basis using the percentage Mark-Up offered. The quote shall reference the wholesale cost of the material (which shall be a pass through cost), plus a percentage mark-up of the cost of the material. The cost of the material must be in line with industry standards. The City may request proof of invoice from wholesaler/supplier supplying material.	Percent (%)	100.00%	

SECTION C: TREES (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
357	Bald Cypress / Taxodium distichum	15 Gallon	\$80.68	\$79.57
358	Bald Cypress / Taxodium distichum	25 Gallon	\$242.04	\$238.70
359	Bald Cypress / Taxodium distichum	30Gallon	\$268.94	\$265.23
360	Bald Cypress / Taxodium distichum	45 Gallon	\$295.83	\$291.75
361	Bald Cypress / Taxodium distichum	65 Gallon	\$376.51	\$371.32
362	Black Ironwood /Krugiodendron ferreum	25 Gallon	\$317.35	\$312.97
363	Blolly Tree / Guapira discolor	3 Gallon	\$16.14	\$15.91
364	Blolly Tree / Guapira discolor	25 Gallon	\$268.94	\$265.23
365	Bulnesia, Verawood / Bulnesia arborea	25 Gallon	\$242.04	\$238.70
366	Brazil Beauty leaf/ Calophyllum brasiliense	25 Gallon	\$242.04	\$238.70
367	Brazil Beauty leaf/ Calophyllum brasiliense	10-12' OA	\$242.04	\$238.70
368	Brazil Beauty leaf/ Calophyllum brasiliense	13-15' OA	\$295.83	\$291.75
369	Brazil Beauty leaf/ Calophyllum brasiliense	16-18' OA	\$376.51	\$371.32
370	Brazil Beauty leaf/ Calophyllum brasiliense	19-20' OA	\$430.30	\$424.36

(CONT.) SECTION C: TREES (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
371	Crape Mytle Trees / Lagerstroemia indica(Assorted Varieties)	25 Gallon	\$209.77	\$206.88
372	Crape Mytle Trees / Lagerstroemia indica(Assorted Varieties)	30 Gallon	\$242.04	\$238.70
373	Crape Mytle Trees / Lagerstroemia indica(Assorted Varieties)	45 Gallon	\$295.83	\$291.75
374	Crape Mytle Trees / Lagerstroemia indica(Assorted Varieties)	65 Gallon	\$376.51	\$371.32
375	Crape Mytle Trees / Lagerstroemia indica(Assorted Var.)	10-12' OA	\$242.04	\$238.70
376	Crape Mytle Trees / Lagerstroemia indica(Assorted Var.)	12.5-14' OA	\$295.83	\$291.75
377	Crape Mytle Trees / Lagerstroemia indica(Assorted Var.)	14.5-16' OA	\$376.51	\$371.32
378	Dahoon Holly / Ilex cassine	25 Gallon	\$242.04	\$238.70
379	Dahoon Holly / Ilex cassine	30 Gallon	\$268.94	\$265.23
380	Fiddle Wood/ Citharexylum spinosum	3 Gallon	\$10.76	\$10.61
381	Fiddle Wood/ Citharexylum spinosum	25 Gallon	\$268.94	\$265.23
382	Florida Red Bay / Persea borbonia	45 Gallon	\$322.73	\$318.27
383	Floss Silk Tree / Ceiba speciosa	25 gallon	\$242.04	\$238.70
384	Floss Silk Tree / Ceiba speciosa	45 gallon	\$322.73	\$318.27
385	Geiger Tree/ Cordia sebestena	25 Gallon	\$242.04	\$238.70
386	Geiger Tree/ Cordia sebestena	45 Gallon	\$322.73	\$318.27
387	Glossy Privet/ Ligustrum lucidum	25 Gallon	\$242.04	\$238.70
388	Glossy Privet/ Ligustrum lucidum	45 Gallon	\$322.73	\$318.27
389	Golden Rain Tree/ Koelreuteria elegans	15 Gallon	\$86.06	\$84.87
390	Golden Rain Tree/ Koelreuteria elegans	30 Gallon	\$268.94	\$265.23
391	Green Buttonwood / Conocarpus erectus	10-12' OA	\$242.04	\$238.70
392	Green Buttonwood / Conocarpus erectus	12.5-14' OA	\$268.94	\$265.23
393	Gumbo Limbo Tree/ Bursera simaruba	25 Gallon	\$242.04	\$238.70
394	Gumbo Limbo Tree/ Bursera simaruba	30 Gallon	\$252.80	\$249.34
395	Gumbo Limbo Tree/ Bursera simaruba	45 Gallon	\$322.73	\$318.27
396	Gumbo Limbo Tree/ Bursera simaruba	10-14' OA	\$268.94	\$265.23
397	Gumbo Limbo Tree/ Bursera simaruba	15-18' OA	\$322.73	\$318.27
398	Gumbo Limbo Tree/Bursera simaruba	18.5-20' OA	\$376.51	\$371.32
399	Hong Kong Orchid / Bauhinia X lbakeana	8-12' OA	\$242.04	\$238.70
400	Hong Kong Orchid / Bauhinia X lbakeana	12.5-16' OA	\$268.94	\$265.23
401	Jacaranda / Jacaranda mimosifolia	15 Gallon	\$80.68	\$79.57
402	Jacaranda / Jacaranda mimosifolia	25 Gallon	\$242.04	\$238.70
403	Japanese Fern Tree/ Filicium decipiens	8-10' OA	\$242.04	\$238.70
404	Japanese Fern Tree/ Filicium decipiens	10.5-14' OA	\$322.73	\$318.27
405	Jatropha- Peregrina/ Jatropha integerrima	8-10' STD	\$242.04	\$238.70
406	Lignum Vitae/ Guaiacum officinale	15Gallon	\$204.39	\$201.57
407	Lignum Vitae/ Guaiacum officinale	25 gallon	\$430.30	\$424.36
408	Native Lignum Vitae/ Guaiacum sanctum	15 Gallon	\$215.15	\$212.18
409	Native Lignum Vitae/ Guaiacum sanctum	25 gallon	\$430.30	\$424.36
410	Pigeon Plum / Coccoloba diversifolia	25 Gallon	\$242.04	\$238.70
411	Pigeon Plum / Coccoloba diversifolia	45 Gallon	\$295.83	\$291.75

(CONT.) SECTION C: TREES (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
412	Pigeon Plum / Coccoloba diversifolia	8-10' OA	\$242.04	\$238.70
413	Pigeon Plum / Coccoloba diversifolia	10.5-12' OA	\$295.83	\$291.75
414	Mastic Tree / Sideroxylon foetidissimum	7 Gallon	\$53.79	\$53.05
415	Mastic Tree / Sideroxylon foetidissimum	25 Gallon	\$268.94	\$265.23
416	Paradise Tree/ Simarouba glauca	10' OA	\$242.04	\$238.70
417	Pink Trumpet Trees/ Tabebuia heterophylla FG	10-12' OA	\$242.04	\$238.70
418	Pink Trumpet Trees/ Tabebuia heterophylla FG	12.5-15' OA	\$295.83	\$291.75
419	Pitch Apple / Clusia rosea	25 Gallon	\$268.94	\$265.23
420	Pitch Apple/ Clusia rosea FG	10-12' OA	\$268.94	\$265.23
421	Purple Trumpet Trees/ Tabebuia impetiginosa	10-12' OA	\$242.04	\$238.70
422	Privet / Ligustrum FG	8 - 10' OA	\$484.09	\$477.41
423	Privet / Ligustrum FG	10.5 - 12' OA	\$645.45	\$636.54
424	Live Oak Tree/ Quercus virginiana	30Gallon	\$268.94	\$265.23
425	Live Oak Tree/ Quercus virginiana	45Gallon	\$403.41	\$397.84
426	Live Oak Tree/ Quercus virginiana	65 Gallon	\$510.98	\$503.93
427	Live Oak Tree/ Quercus virginiana	3" Caliper	\$484.09	\$477.41
428	Live Oak Tree/ Quercus virginiana	4" Caliper	\$591.66	\$583.50
429	Live Oak Tree/ Quercus virginiana	5" Caliper	\$806.81	\$795.68
430	Live Oak Tree/ Quercus virginiana	6" Caliper	\$860.60	\$848.72
431	Live Oak Tree/ Quercus virginiana	7" Caliper	\$914.39	\$901.77
432	Live Oak Tree/ Quercus virginiana	8" Caliper	\$968.18	\$954.81
433	Live Oak Tree/ Quercus virginiana	9" Caliper	\$968.18	\$954.81
434	Live Oak Tree/ Quercus virginiana	10" Caliper	\$1,075.75	\$1,060.90
435	Live Oak Tree/ Quercus virginiana	11" Caliper	\$1,183.33	\$1,166.99
436	Live Oak Tree/ Quercus virginiana	12" Caliper	\$1,183.33	\$1,166.99
437	Live Oak Tree/ Quercus virginiana	14" Caliper	\$1,290.90	\$1,273.08
438	Mahogany/ Swietenia mahogani FG	10-12' OA	\$242.04	\$238.70
439	Mahogany/ Swietenia mahogani FG	12.5-14' OA	\$268.94	\$265.23
440	Purple Glory Tree/Tibouchina granulosa	6' STD	\$242.04	\$238.70
441	Queen Crape Myrtle/ Lagerstroemia speciosa	10-12' OA	\$268.94	\$265.23
442	Red Maple/ Acer rubrum	25 Gallon	\$242.04	\$238.70
443	Red Maple/ Acer rubrum	30 Gallon	\$268.94	\$265.23
444	Royal Poinciana Tree/ Delonix regia FG	10-12' OA	\$242.04	\$238.70
445	Royal Poinciana Tree/ Delonix regia FG	12.5-15' OA	\$268.94	\$265.23
446	Royal Poinciana Tree/ Delonix regia FG	15.5-20' OA	\$322.73	\$318.27
447	Satin Leaf / Chrysophyllum oliviforme	10-12' OA	\$242.04	\$238.70
448	Satin Leaf / Chrysophyllum oliviforme	12.5-14' OA	\$268.94	\$265.23
449	Satin Leaf / Chrysophyllum oliviforme	14.5-18' OA	\$322.73	\$318.27
450	Seagrape/Coccoloba uvifera	10' STD	\$242.04	\$238.70
451	Seagrape/Coccoloba uvifera	14' STD	\$295.83	\$291.75
452	Silver Buttonwood/ Concarpus erectus sericeus	10-12' STD	\$242.04	\$238.70

(CONT.) SECTION C: TREES (Unit Prices shall include Supply, Deliver and Install)				
Item	Description	Size	Unit Price	
453	Silver Trumpet / Tabebuia caraiba FG	10-12' OA	\$268.94	\$265.23
454	Silver Trumpet / Tabebuia caraiba FG	12.5-14' OA	\$295.83	\$291.75
455	Slash Pine/ Pinus elliottii	3 Gallon	\$16.14	\$15.91
456	Slash Pine/ Pinus elliottii	7 Gallon	\$32.27	\$31.83
457	Slash Pine/ Pinus elliottii	15 Gallon	\$64.55	\$63.65
458	Slash Pine/ Pinus elliottii	8-10' OA	\$242.04	\$238.70
459	Slash Pine/ Pinus elliottii	11-12' OA	\$263.56	\$259.92
460	Slash Pine/ Pinus elliottii	13-15' OA	\$295.83	\$291.75
461	Slash Pine/ Pinus elliottii	16-17' OA	\$322.73	\$318.27
462	Slash Pine/ Pinus elliottii	18-20' OA	\$376.51	\$371.32
463	Small Leaf Clusia / Clusia guttifera	25 Gallon	\$236.67	\$233.40
464	Small Leaf Clusia / Clusia guttifera FG	8-10' OA	\$242.04	\$238.70
465	Small Leaf Clusia / Clusia guttifera FG	10.5-12' OA	\$268.94	\$265.23
466	Small Leaf Clusia / Clusia guttifera FG	12.5-14' OA	\$317.35	\$312.97
467	Spicewood / Calyptranthes pallens	7 Gallon	\$53.79	\$53.05
468	Spicewood / Calyptranthes pallens	15 Gallon	\$242.04	\$238.70
469	Strongbark / Bourreria succulenta	7 Gallon	\$53.79	\$53.05
470	Wild Tamarind/ Lysiloma latisiliquum FG	8-10' OA	\$242.04	\$238.70
471	Wild Tamarind/ Lysiloma latisiliquum FG	10.5-12' OA	\$268.94	\$265.23
472	Wild Tamarind/ Lysiloma latisiliquum FG	12.5-14' OA	\$322.73	\$318.27
473	Yellow Poinciana / Peltophorum pterocarpum	8-10' OA	\$242.04	\$238.70
474	Yellow Poinciana / Peltophorum pterocarpum	12-14' OA	\$268.94	\$265.23
Item	Description	Unit of Measure	Mark Up Percent Offered	
475	<u>OTHER TREES</u> - This line item is for "Trees" not listed in Section C. Contractor shall provide a quote for "Trees" not listed in Section C to the City Project Manager on an as needed basis using the percentage Mark-Up offered. The quote shall reference the wholesale cost of the material (which shall be a pass through cost), plus a percentage mark-up of the cost of the material. The cost of the material must be in line with industry standards. The City may request proof of invoice from wholesaler/supplier supplying material.	Percent (%)	100.00%	

SECTION D: RELOCATION / TRANSPLANTING (Unit Prices shall include Relocation/Transplanting)				
Item	Description	Size	Unit Price	
476	Relocation/Transplanting of Shrubs less than 3' ht.	EA	<u>\$3.23</u>	<u>\$3.18</u>
477	Relocation/Transplanting of Shrubs between 3.5' and 6' ht.	EA	<u>\$6.45</u>	<u>\$6.37</u>
478	Relocation/Transplanting of Shrubs between 6.5 and 10' ht.	EA	<u>\$26.89</u>	<u>\$26.52</u>
479	Relocation/Transplanting of Palms up to 10' OA	EA	<u>\$150.61</u>	<u>\$148.53</u>
480	Relocation/Transplanting of Palms over 10' up to 14' OA	EA	<u>\$161.36</u>	<u>\$159.14</u>
481	Relocation/Transplanting of Palms over 14' up to 18' OA	EA	<u>\$161.36</u>	<u>\$159.14</u>
482	Relocation/Transplanting of Palms over 18' up to 22' OA	EA	<u>\$188.26</u>	<u>\$185.66</u>
483	Relocation/Transplanting of Palms over 22' up to 28' OA	EA	<u>\$349.62</u>	<u>\$344.79</u>
484	Relocation/Transplanting of Palms over 28' up to 32' OA	EA	<u>\$376.51</u>	<u>\$371.32</u>
485	Relocation/Transplanting of Palms over 32' up to 37' OA	EA	<u>\$753.03</u>	<u>\$742.63</u>
486	Relocation/Transplanting of Palms over 37' up to 45' OA	EA	<u>\$753.03</u>	<u>\$742.63</u>
487	Relocation/Transplanting of Palms over 45' up to 55' OA	EA	<u>\$753.03</u>	<u>\$742.63</u>
488	Relocation/Transplanting of Canopy Trees up to 3" Caliper	EA	<u>\$295.83</u>	<u>\$291.75</u>
489	Relocation/Transplanting of Canopy Trees over 3" Caliper up to 5"	EA	<u>\$295.83</u>	<u>\$291.75</u>
490	Relocation/Transplanting of Canopy Trees over 5" Caliper up to 7"	EA	<u>\$510.98</u>	<u>\$503.93</u>
491	Relocation/Transplanting of Canopy Trees over 7" Caliper up to 9"	EA	<u>\$510.98</u>	<u>\$503.93</u>
492	Relocation/Transplanting of Canopy Trees over 9" Caliper up to 11"	EA	<u>\$753.03</u>	<u>\$742.63</u>
493	Relocation/Transplanting of Canopy Trees over 11" Caliper up to 13"	EA	<u>\$833.71</u>	<u>\$822.20</u>
494	Relocation/Transplanting of Canopy Trees over 13" Caliper up to 15"	EA	<u>\$860.60</u>	<u>\$848.72</u>
495	Relocation/Transplanting of Canopy Trees over 15" Caliper up to 17"	EA	<u>\$860.60</u>	<u>\$848.72</u>
496	Relocation/Transplanting of Canopy Trees over 17" Caliper up to 19"	EA	<u>\$968.18</u>	<u>\$954.81</u>
497	Relocation/Transplanting of Canopy Trees over 19" Caliper up to 21"	EA	<u>\$1,183.33</u>	<u>\$1,166.99</u>
498	Relocation/Transplanting of Canopy Trees over 21" Caliper up to 23"	EA	<u>\$1,183.33</u>	<u>\$1,166.99</u>
499	Relocation/Transplanting of Canopy Trees over 23" Caliper up to 25"	EA	<u>\$1,183.33</u>	<u>\$1,166.99</u>
500	Relocation/Transplanting of Canopy Trees over 25" Caliper up to 28"	EA	<u>\$1,183.33</u>	<u>\$1,166.99</u>

SECTION E: REMOVAL & DISPOSAL OF CITY EXISTING PLANT MATERIAL/STUMPS –
(Unit prices shall include removal and disposal services)

Item	Description	Size	Unit Price		
501	Tree ranging in size in feet: 1' - 3'	EA	\$21.52	\$21.22	
502	Tree ranging in size in feet: 3.5' - 5'	EA	\$32.27	\$31.83	
503	Tree ranging in size in feet: 5.5' - 10'	EA	\$53.79	\$53.05	+
504	Tree ranging in size in feet: 10.5' - 15'	EA	\$96.82	\$95.48	•
505	Tree ranging in size in feet: 15.5' - 20'	EA	\$242.04	\$238.70	+
506	Tree ranging in size in feet: 20.5' - 25'	EA	\$258.18	\$254.62	
507	Tree ranging in size in feet: 25.5' - 30'	EA	\$376.51	\$371.32	•
508	Tree ranging in size in feet: 30.5' - 35'	EA	\$430.30	\$424.36	
509	Tree ranging in size in feet: 35.5' - 45'	EA	\$457.19	\$450.88	+
510	Tree ranging in size in feet: 45.5' - 50'	EA	\$618.56	\$610.02	
511	Tree ranging in size in feet: 50.5' - 55'	EA	\$699.24	\$689.59	•
512	Palm ranging in size in feet: 1' - 3'	EA	\$16.14	\$15.91	
513	Palm ranging in size in feet: 3.5' - 5'	EA	\$26.89	\$26.52	
514	Palm ranging in size in feet: 5.5' - 10'	EA	\$53.79	\$53.05	•
515	Palm ranging in size in feet: 10.5' - 15'	EA	\$80.68	\$79.57	
516	Palm ranging in size in feet: 15.5' - 20'	EA	\$295.83	\$291.75	x
517	Palm ranging in size in feet: 20.5' - 25'	EA	\$322.73	\$318.27	+
518	Palm ranging in size in feet: 25.5' - 35'	EA	\$376.51	\$371.32	+
519	Palm ranging in size in feet: 35.5' - 45'	EA	\$457.19	\$450.88	•
520	Palm ranging in size in feet: 45.5' - 55'	EA	\$457.19	\$450.88	+
521	Clumping palm ranging in size in feet: 1-5'	EA	\$10.76	\$10.61	+
522	Clumping palm ranging in size in feet: 5.5-10'	EA	\$21.52	\$21.22	+
523	Clumping palm ranging in size in feet: 10.5-15'	EA	\$37.65	\$37.13	
524	Clumping palm ranging in size over 15'	EA	\$268.94	\$265.23	
525	Plants and Shrubs ranging in size in feet: 1' - 3'	EA	\$3.77	\$3.72	•
526	Plants and Shrubs ranging in size in feet: 3.5' - 5'	EA	\$7.00	\$6.90	•
527	Plants and Shrubs ranging in size in feet: 5.5' - 10'	EA	\$26.89	\$26.52	•
528	Plants and Shrubs ranging in size in feet: 10.5' - 15'	EA	\$86.06	\$84.87	
529	Removal of Sod (All types)	Sq. Ft.	\$0.32	\$0.32	
530	Removal of Weeds/fern beds	Sq. Ft.	\$0.32	\$0.32	OK
531	Stump Removal less than 5" diameter	EA	\$32.27	\$31.83	•
532	Stump Removal Greater than 5" dia and less than 10" diameter	EA	\$80.68	\$79.57	+
533	Stump Removal Greater than 10" dia and less than 15" diameter	EA	\$134.47	\$132.61	+
534	Stump Removal Greater than 15" dia and less than 20" diameter	EA	\$161.36	\$159.14	
535	Stump Removal Greater than 20" dia and less than 25" diameter	EA	\$188.26	\$185.66	

SECTION F: SOD / MULCH / TOPSOIL

Item	Description	Size	Unit Price	
536	SUPPLY & INSTALL RED MULCH	Cubic Feet	<u>\$1.45</u>	\$1.43
537	SUPPLY & INSTALL SOD - BAHIA ARGENTINE	Square Foot	<u>\$0.25</u>	\$0.25
538	SUPPLY & INSTALL SOD, BERMUDA TIFWAY, 419	Square Foot	<u>\$0.55</u>	\$0.54
539	SUPPLY, INSTALL & GRADE TOP SOIL (NON BULK)	50 LB. BAG	<u>\$3.17</u>	\$3.13
540	SUPPLY, INSTALL & GRADE TOP SOIL (BULK, TRUCK LOAD)	Cubic Yard	<u>\$37.65</u>	\$37.13
541	SUPPLY & INSTALL PINE STRAW MULCH	Cubic Feet	<u>\$1.55</u>	\$1.53

SECTION G: PRICE AND PAYMENT**1.01 Price Increases**

For the contract term of the agreement, annual escalation fees shall be tied to a CPI Index, that is capped at 3%. For any years the CPI index is in excess of 3%, the annual increase shall not exceed 3%. Unit prices shall remain firm for year 1. The CITY will utilize a CPI-U index reference or a not to exceed of 3% per year, whichever is less for each renewal year. Percent increase will be applied to each individual unit price listed in the price schedule under Attachment B. Annual adjustment will be based on the latest yearly percentage increase or decrease of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) for Miami-Fort Lauderdale, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the February publication of the then current year.

For the above price increase to be implemented, the CONTRACTOR shall provide the CITY with a written request for adjustment for each individual Section A – F for an increase to the unit prices with the supporting document of the CPI-U as identified herein. Any request for adjustment to unit prices shall be provided to the CITY no later than sixty (60) days prior to the month and day of the effective date of the Agreement, and provided to the attention of the CITY Project Manager. It shall be the responsibility of the sender to confirm receipt of the annual adjustment request. The CITY will issue an amendment to the Agreement to approve the updated unit prices.

1.02 Price Increases Due to Market Conditions Following a Hurricane

The CITY acknowledges that market conditions can create fluctuation in pricing and/or availability of the item specified. The CITY may, in its sole discretion, make an equitable adjustment in the Agreement terms and/or pricing if pricing or availability of supply is directly affected by a hurricane that destroys nursery stock normally available from the nursery locations identified as being used by the CONTRACTOR.

The circumstances must:

1. be beyond the control of the CONTRACTOR
2. affect the marketplace or industry, not just the particular agreement source of supply
3. substantially affect pricing or availability of supply
4. affect the CONTRACTOR such that continued performance of the agreement would result in a substantial loss

The requested adjustment must be fully documented and submitted to the Senior Buyer. The CITY may, after examination and reference to industry publications, refuse to accept the adjusted costs if they are not properly documented or increases are considered to be excessive. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the CITY may terminate agreement in accordance with termination clause(s) herein. If the CITY accepts pricing adjustments, the CITY will issue an amendment to the Agreement to approve the updated unit prices.

1.03 Prices

CONTRACTOR may at any time during the contract period offer lower unit prices to pass on any cost savings to the CITY and reflect reduced unit prices in the Work Authorization form. Work Authorization forms that contain landscape material and prices that are not listed in the above price schedule may be purchased under this Agreement as a pass through cost from the CONTRACTOR'S supplier with a not to exceed percentage mark up of cost of material for deliver, install and relocation/transplanting. Each project amount under the City Council threshold limit will be issued with a Work Authorization form by the CITY Project Manager.

1.04 Post Sale Audit Adjustment

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)		
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ADOPT RESOLUTION ESTABLISHING A SCHEDULE OF FEES FOR THE PARKS AND RECREATION DEPARTMENT FOR THE SUMMER CAMP PROGRAM		
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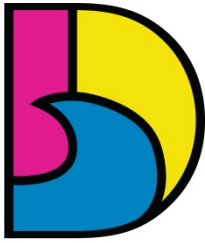
Purchasing Requests ONLY		
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Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to Commission - Summer Camp Fees, R-2021- Parks and Recreation Schedule of Fees for Summer Camp, Summer Program Pricing Operational Plan



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: April 13, 2021

TO: Honorable Mayor and City Commissioners

FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Eric Brown, Parks & Recreation Director *Carri Wan*

SUBJECT: Resolution for Summer Camp Fees

REQUEST

To approve the resolution for the Summer Camp Fees.

BACKGROUND

Each summer the Department of Parks and Recreation hosts summer camp for residents and non-residents as a place for children ages 5 – 12 to learn and play! Previously summer camp has been hosted at Frost Park with a fee of \$380 for the summer.

This summer the department is proposing to run summer camp from June 14th through August 13th at Frost Park while expanding to P.J. Meli Aquatic Complex as well. This expansion will require no additional budgetary funds for FY21 as the camps will be running at a reduced capacity due to COVID-19 regulations.

In addition to expanding camp to P.J. Meli Aquatic Complex staff is proposing a new fee structure as shown below. In order to ensure the proposed fees were competitive, staff looked at the surrounding area summer camps. The new proposed fees remain at the low end of the surrounding camps (see attached backup documentation). It is also important to note that in the years past, residents and non-residents were paying the same rate of \$380 for the summer. Traditionally, residents should pay a reduced rate compared to non-residents as a benefit of living in Dania Beach.

Dania Beach Proposed Camp Fees	Proposed Rates
Frost Park	\$380.00 (Reduced Resident Rate)* \$480.00 (Resident) \$580.00 (Non-Resident) \$5/week (Additional after care hours)**

C.W. Thomas Park	Outsourced Contractual Camp
P.J. Meli Park	\$380.00 (Reduced Resident Rate)* \$480.00 (Resident) \$580.00 (Non-Resident) \$5/week (Additional after care hours)**

C.W. Thomas Park previously ran an outsourced summer camp. The department will be proposing before commission the return of the contractual summer camp for C.W. Thomas Park at a future commission date.

BUDGETARY IMPACT

The funds are budgeted for FY2021. Funds are available and allocated within the Parks and Recreation Summer Program Accounts (001-72-08-572) in the amount of \$83,253.

RECOMMENDATION

It is recommended that the City Commission Approve the Resolution of the Summer Camp Fees.

RESOLUTION NO. 2021-048

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ESTABLISHING A SCHEDULE OF FEES FOR THE PARKS AND RECREATION DEPARTMENT FOR THE SUMMER CAMP PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Dania Beach, Florida has determined that it is appropriate to establish a fee schedule for summer camp for the Parks and Recreation Department; and

WHEREAS, the City Commission provides the City Manager, the Director of the Parks and Recreation Department or both, the ability to adjust summer camp fees accordingly as long as the fees do not exceed the fees approved in Exhibit A;

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

Section 1. That the above “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. That the City Commission adopts the fee schedule as shown in Exhibit “A”, which is attached and made part of this Resolution by this reference.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on April 13, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



EXHIBIT “A”

**City of Dania Beach
Department of Parks & Recreation
Proposed SCHEDULE OF FEES for Summer Camp (this is for**

Dania Beach Proposed Camp Fees	Proposed Rates
Frost Park	\$380.00 (Reduced Resident Rate)* \$480.00 (Resident) \$580.00 (Non-Resident) \$5/week (Additional after care hours)**
C.W. Thomas Park	Outsourced Contractual Camp
P.J. Meli Park	\$380.00 (Reduced Resident Rate)* \$480.00 (Resident) \$580.00 (Non-Resident) \$5/week (Additional after care hours)**

A 10% sibling discount will apply to each additional sibling up to three (3) siblings. The 10% rate is off of the Resident/Non-Resident Rate. The Reduced Resident Rate does not qualify for the 10% sibling discount.

*To qualify for the Reduced Resident Rate the family must show proof from the Broward County School Board that the child(ren) qualifies for the school boards Free and Reduced Lunch Program.

**Additional After Care hours are from 5:30 p.m. – 6:00 p.m.

Dania Beach Summer Program

Pricing & Operational Plan

Locations/Camp Size

Number of Campers: 25 per site (Frost Park & PJ Meli) – 50 total campers

- **Frost Park** | 25 Kids (1 FT Seasonal staff member 4 PT Seasonal staff members)
- **PJ Meli Park** | 25 Kids (1 FT Seasonal staff member and 4 PT Seasonal staff members)

Note: The typical summer camp size per site is 50 campers. However, due to COVID-19 and out of an abundance of caution the camp sizes are reduced to 25 campers. Should regulations change between now and the beginning of Summer Camp we may be able to increase the number of campers.

Operational Hours

Standard Hours: 7:30 AM – 5:30 PM

Additional After Care Hours: 5:30 PM – 6:00 PM

Budget

- **Camp Cost - \$66,616**
 - Staff: \$43,616.00
 - 2 Camp Supervisors
 - 8 weeks X 40 hours/week X \$13.7716 = \$4,407.00
 - 1 week X 32 hours/week X \$13.7716 = \$441.00
 - \$4,848.00 X 2 counselors = \$9,696.00
 - 8 Camp Counselors
 - 8 weeks X 35 hours/week X \$13.7716 = \$3,856.00
 - 1 week X 28 hours/week X \$13.7716 = \$386.00
 - \$4,240.00 X 8 counselors = \$33,920.00
 - Supplies/Entertainments: \$20,000
 - COVID-19 Supplies/Cleaning: \$3,000

2021 Summer Program Total Budgeted - \$83,253.00

- Operating Budget: \$23,500.00
- Staffing Budget: \$59,750.29

Pricing

The below pricing structure is for the full nine (9) weeks of camp:

- \$380 – Reduced Resident Rate (to qualify for this rate the family must show proof from Broward County that the child qualifies for the school boards Free and Reduced Lunch Program)

- \$480 – Resident Rate
- \$580 – Nonresident Rate
- \$5 per week – Additional After Care Hours

A 10% sibling discount will apply to each additional sibling up to three (3). The 10% rate is off of the Resident/Nonresident Rate. The Reduced Resident Rate does not qualify for the 10% sibling discount.

Below is a rough revenue estimate based on the previous year's resident and non-resident registration numbers. We cannot predict the number of campers that will qualify for the Reduced Resident Rate as this is a new established rate. The same holds true for calculating the sibling discount.

- **Revenue - \$25,200.00**
 - Frost Park: 25 campers (25% non-resident / 75% resident)
 - Resident: 19 campers x \$480 = \$9,120.00
 - Non-Resident: 6 campers x \$580 = \$3,480.00
 - Total = \$12,600.00
 - PJ Meli Park: 25 campers (25% non-resident / 75% resident)
 - Resident: 19 campers x \$480 = \$9,120.00
 - Non-Resident: 6 campers x \$580 = \$3,480.00
 - Total = \$12,600.00
- **Net Loss (Revenue – Cost): \$25,200.00 - \$66,616 = -\$41,416.00**

Other Cities Pricing for Comparison:

City	Resident	Non-Resident	Reduced Resident Rate
Fort Lauderdale (7 weeks)	\$560.00	\$980.00	\$140.00
Pompano Beach	\$450.00	\$540.00	N/A
North Lauderdale (8 weeks)	\$440.00	\$520.00	N/A
Parkland (8 weeks)	\$1800.00	\$2160.00	N/A
Sunrise (7 weeks)	\$525.00	N/A	N/A
Cooper City (9 weeks)	\$1,144.00	\$1,294.00	N/A
Plantation	\$800.00	\$900.00	N/A

Staff Structure

The camp will be staffed through a combination of full-time and part-time season parks and recreation staff. Full-time staff will work 8 hour shifts, part-time staff will work 7 hour shifts. The below is an example of the staffing scheduling:

- Full Time Staff: 7:30 AM – 4:00 PM – 30-minute lunch
- Camp Counselor: 8:00 AM – 3:00 PM – 30-minute lunch
- Camp Counselor: 9:00 AM – 4:30 PM – 30-minute lunch
- Camp Counselor: 10:30 AM – 6:00 PM – 30-minute lunch
- Camp Counselor: 10:30 AM – 6:00 PM – 30-minute lunch

Summer Camp Director & Assistant Director: responsible for developing and planning camp daily activities. Also, will handle setup for camp drop off and pick up, down time staff will be cleaning and prepping. The Directors/Assistant Directors will also be responsible for the weekly health survey and daily temperature checks.

Part Time Summer Camp Counselors: responsible for assisting and leading their groups during summer camp hours. Assist in cleaning, maintaining, and supervision of children. Following all CDC guidelines in Covid preparation.

Operations

We cannot operate Summer Camp Program as we traditionally would in a parks and recreation setting for various reasons listed below. In addition to the CDC guidelines and ACA operations guidelines, we must follow the Broward County Executive Order as it pertains to COVID-19. We continue to evaluate safety and operational capacity, other risk management considerations, indemnification waivers, transportation, meals, supplies, etc.

It will require some additional work from leadership, facilities and legal to finalize and approve the plans, paperwork and intensified protocols. Staff is working to develop a staff and parent handbook which specifically outlines the overview of Summer Camp and the operational protocols as they relate to camp and COVID-19 as well as the questionnaires, waivers, etc.

In order to safely run and operate camp we already know of some guidelines that will be required:

- Practice Social Distancing
- Increased cleaning and disinfecting efforts
- Modified curbside drop off/pick up with temperature checks and health survey
- Established policies and procedures
- Liability waivers
- Isolation Areas
- Face coverings required when inside and outside when social distancing is not possible.
- Hand cleansing will be required prior to entry and exit of the building during drop off/pick up, outdoor play, group activities, meals/snacks.
- An established safety protocol for active shooter scenario
- Each participant will have their own designated space for belongings and supplies.

Programming

Summer Program will be safe, fun and serve our community. There will be arts and crafts, STEM programs, free play, in-house field trips and much more.

A day in the life of Summer Program Participant

- 7:30 AM – 8:45 AM: Sign in, board games and game room activities
- 9:00 AM – 10:00 AM: Drop In/Sign in Group Activity
- 10:00 AM – 10:45 AM: Outside Play
- 10:45 AM – 11:00 AM: Clean up and wash hands in preparation of lunch
- 11:00 AM – 12:00 PM: Lunch
- 12:00 PM – 12:15 PM: Clean Up
- 12:15 PM – 1:30 PM: Indoor Activity Stations
- 1:30 PM – 2:45 PM: Arts and Crafts
- 2:45 PM – 3:00 PM: Cleanup for Snacks
- 3:00 PM – 3:30 PM: Snacks
- 3:30 PM – 4:00 PM: Outside Play (Weather Permitting) or Movie Time
- 4:15 PM – 5:00 PM: Indoor Free Play
- 5:00 PM – 5:30 PM: Outdoor Play (Weather Permitting) or Movie Time
- 5:30PM – 6:00 PM: After Care Open Play (Weekly \$5 fee for After Care Hours)

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING EXECUTION OF A FOURTH AMENDMENT TO THE LOAN AGREEMENT EXISTING BETWEEN THE CITY OF DANIA BEACH, COMMUNITY REDEVELOPMENT AGENCY (CRA) AND BROWARD COUNTY, FLORIDA ("COUNTY" OR "LENDER") TO INCREASE THE TIME FOR CALCULATING THE COUNTY'S SHARE OF THE NET INCREASE IN THE TAX BASE DUE TO SPECIFIC REDEVELOPMENT PROJECT(S), FOR PURPOSES OF CONVERTING THE TERM OF THE LOAN TO A GRANT, FROM TWENTY (20) TO THIRTY (30) YEARS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Broward County Redevelopment Loan Extension, R-2021- BC 4th Amendment to Loan Agreement (RCP Loan to Grant from 20 to 30 Years), R-2021- BC 4th Amendment to Loan Agreement (RCP Loan to Grant from 20 to 30 Years) Exhibit A, Loan Agreement Garage 092810, RCP Loan to Grant Conversion Letter



**CITY OF DANIA BEACH
OFFICE OF THE CITY MANAGER**

MEMORANDUM

DATE: April 13, 2021

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, Assistant City Manager

RE: **Fourth Amendment to the Loan Agreement between City of Dania Beach,
Dania Beach CRA and Broward County**

REQUEST

City Administration is requesting approval of Resolution authorizing the execution of the Fourth Amendment to the Loan Agreement between City of Dania Beach, Dania Beach CRA and Broward County, Florida to increase the time for calculating the County's share of the net increase in the tax base due to specific redevelopment project(s), for purposes of converting the loan to a grant, from twenty (20) to thirty (30) years.

BACKGROUND

On September 28, 2010, the CRA Board authorized the execution of a Loan Agreement with Broward County, Florida to secure a Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00) loan through the Broward County Redevelopment Capital Program (BRC) for a portion of a parking garage costs adjacent to the Dania Beach City Hall and Library, in support of private redevelopment.

The Broward County RCP Loan has a loan to grant conversion opportunity based on a calculation of the County's share of the net increase in the tax base due to specific redevelopment project(s) within the CRA, adjusted for present value.

The Borrower has requested that certain terms of the Amended Loan Agreement be further amended to increase the time for calculating the County's share of the net increase in the tax base due to specific redevelopment project(s), for purposes of converting the loan to a grant, from twenty (20) to thirty (30) years. Said request will be the Fourth Amendment to the BRC Loan Agreement.

BUDGETARY IMPACT

There is no expected budgetary impact for FY2021. In the long term the City has more time to meet the criteria to convert the loan to a grant.

RECOMMENDATION

The City Administration recommends approving the attached Resolution.

Attachments: Fourth Amendment to Loan Agreement
2010 Loan Agreement
RCP Loan to Grant Conversion letter dated August 31, 2020

cc: Tom Ansbro, City Attorney
Eve Boutsis, Assistant City Attorney
Lori Adams, Legal Department Manager
Michael Chen, CRA Executive Director
Frank DiPaolo, Finance Director
Adam Segal, Assistant Finance Director

RESOLUTION NO. 2021-049

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A FOURTH AMENDMENT TO THE LOAN AGREEMENT EXISTING BETWEEN THE CITY OF DANIA BEACH, COMMUNITY REDEVELOPMENT AGENCY (CRA) AND BROWARD COUNTY, FLORIDA ("COUNTY" OR "LENDER") TO INCREASE THE TIME FOR CALCULATING THE COUNTY'S SHARE OF THE NET INCREASE IN THE TAX BASE DUE TO SPECIFIC REDEVELOPMENT PROJECT(S), FOR PURPOSES OF CONVERTING THE TERM OF THE LOAN TO A GRANT, FROM TWENTY (20) TO THIRTY (30) YEARS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach and the CRA previously submitted documentation and obtained County funding through the Broward County Redevelopment Capital Program for a portion of the parking garage costs, in support of private redevelopment, adjacent to the Dania Beach City Hall and Library at a cost of Two Million Five Hundred Ninety Thousand Nine Hundred Nine Dollars (\$2,590,909.00); and

WHEREAS, the loan was evidenced by a Loan Agreement dated September 28, 2010, and Promissory Note from the Borrowers in favor of the Lender dated September 28, 2010; and

WHEREAS, on February 8, 2011, the Original Loan Agreement was amended by a First Amendment to Loan Agreement ("First Amendment"), and the Original Note was replaced and superseded by a Promissory Note dated January 25, 2011; and

WHEREAS, on March 4, 2014, the Original Loan Agreement was amended by a Second Amendment to Loan Agreement ("Second Amendment"), and the First Amended Note was replaced and superseded by that certain Amended and Restated Promissory Note dated February 19, 2014; and

WHEREAS, on June 16, 2020, the Original Loan Agreement was amended by a Third Amendment to Loan Agreement ("Third Amendment"), to reduce the Original Loan Amount to Six Hundred Twenty-One Thousand Eight Hundred Seventy-Six Dollars (\$621,876.00), reflective of a partial loan-to-grant conversion of One Million Nine Hundred Sixty-Nine Thousand Thirty-Three Dollars (\$1,969,033.00), and the Second Amended Note was replaced and superseded by a Promissory Note dated May 19, 2020; and

WHEREAS, the CRA as Borrower has requested that certain terms of the Amended Loan Agreement be further amended to increase the time for calculating the County's share of the net

increase in the tax base due to specific redevelopment project(s), for purposes of converting the loan to a grant, from a term of twenty (20) to thirty (30) years; and

WHEREAS, the County is willing to amend the same upon the terms and conditions set forth and subject to the conditions set forth in the Dania Beach Interlocal Agreement among the Parties, dated April 20, 2004, as amended by the Seventh Amendment to Dania Beach Interlocal Agreement dated March 1, 2011;

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 to be true and correct and they are made a part of and are incorporated into this Resolution by reference.

Section 2. That the City Commission authorizes execution of a Fourth Amendment To Loan Agreement between the City, CRA and County to increase the time for calculating the County's share of the net increase in the tax base due to specific redevelopment project(s), for purposes of converting the loan to a grant, from a term of twenty (20) to thirty (30) years; a copy of the Fourth Amendment is attached as Exhibit “A” and is made part of and incorporated into this Resolution by this reference, provided, however that no document will be effective unless and until it has been executed by all parties.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on April 13, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Return recorded copy to:
Ralph Stone, Director
Housing Finance and Community
Redevelopment Division
110 N.E. 3rd Street, Suite 300
Fort Lauderdale, FL 3301

Document prepared by:
Alexis Marrero Koratich, Asst. County Attorney
Broward County Attorney's Office
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301

FOURTH AMENDMENT TO LOAN AGREEMENT

This Fourth Amendment to Loan Agreement is made and entered into by and among the City of Dania Beach, Florida, a municipal corporation under the laws of the State of Florida, whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida 33304 ("City"), the Dania Beach Community Redevelopment Agency, or its successor, a public body corporate and politic, whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida 33304 ("CRA") (collectively, "City/CRA" or "Borrowers"), and Broward County, Florida, a political subdivision of the State of Florida, whose post office address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("Lender" or "County") (collectively, the "Parties").

RECITALS

A. The Borrowers previously submitted documentation and obtained County funding through the Broward County Redevelopment Capital Program for a portion of a parking garage, in support of private redevelopment, adjacent to the Dania Beach City Hall and Library ("Parking Garage") at a cost of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00) ("Original Loan Amount"), which Loan was evidenced by a Loan Agreement ("Original Loan

Agreement") dated September 28, 2010, and Promissory Note from the Borrowers in favor of the Lender dated September 28, 2010 ("Original Note"), both recorded at Instrument #109614750, Official Records Book 47410, Pages 1694-1730, of the public records of Broward County. On February 8, 2011, the Original Loan Agreement was amended by a First Amendment to Loan Agreement ("First Amendment"), and the Original Note was replaced and superseded by a Promissory Note dated January 25, 2011 ("First Amended Note"), both recorded at Instrument #109894015 of the public records of Broward County. On March 4, 2014, the Original Loan Agreement was amended by a Second Amendment to Loan Agreement ("Second Amendment"), and the First Amended Note was replaced and superseded by that certain Amended and Restated Promissory Note dated February 19, 2014 ("Second Amended Note"), both recorded at Instrument #112139888 of the public records of Broward County. On June 16, 2020, the Original Loan Agreement was amended by a Third Amendment to Loan Agreement ("Third Amendment"), to reduce the Original Loan Amount to Six Hundred Twenty-One Thousand Eight Hundred Seventy-Six and no/100 Dollars (\$621,876.00) ("Loan"), reflective of a partial loan-to-grant conversion of One Million Nine Hundred Sixty-Nine Thousand Thirty-Three Dollars (\$1,969,033.00), and the Second Amended Note was replaced and superseded by a Promissory Note dated May 19, 2020 ("Third Amended Note"), both recorded at Instrument #116564796 of the public records of Broward County (Original Loan Agreement, as amended by the First Amendment, Second Amendment, and Third Amendment are hereinafter referred to as the "Amended Loan Agreement").

B. The Borrower has requested that certain terms of the Amended Loan

Agreement be further amended to increase the time for calculating the County's share of the net increase in the tax base due to specific redevelopment project(s), for purposes of converting the loan to a grant, from twenty (20) to thirty (30) years. The Lender is willing to amend the same upon the terms and conditions hereinafter set forth and subject to the conditions set forth in the Dania Beach Interlocal Agreement among the Parties, dated April 20, 2004, as amended by the Seventh Amendment to Dania Beach Interlocal Agreement dated March 1, 2011 ("Amended Interlocal Agreement"), recorded at Official Records Book 50203, Page 600, of the public records of Broward County.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the Parties hereto do hereby agree as follows:

1. The Recitals contained above are true and correct, form a material part of this Fourth Amendment upon which the Parties have relied, and are incorporated by reference.

2. Section 2 of the Amended Loan Agreement is hereby amended to read as follows:

2. Loan. The Loan shall be evidenced by the Note in the form attached hereto as Exhibit "A." The Borrowers acknowledge that ~~The Note shall be~~ was previously funded by ~~funded in one lump sum and shall evidence the Loan~~ the Lender and no new money shall be loaned as a result of this Fourth Amendment, and that ~~The proceeds of the Loan shall be~~ were used by the Borrowers solely for the actual costs of, or reimbursement thereof, the 490

~~spaces of the pParking gGarage structure in excess of the 250 spaces required for Library and City Hall uses,~~ in the amount of Six Hundred Twenty-One Thousand Eight Hundred Seventy-Six and no/100 Dollars (\$621,876.00), which amount represents the partial loan-to-grant conversion of One Million Nine Hundred Sixty-Nine Thousand Thirty-Three and no/100 Dollars (\$1,968,033.00) from the original loan balance of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00), as provided for in the ~~ILA~~ Amended Interlocal Agreement.

The Lender shall provide a grant on the Loan up to the amount of the ~~original Parking Garage Loan amount~~ if ~~both of the following conditions are met:~~ 1) ~~the Parking Garage is completed within five (5) years from the effective date of the Fourth Amendment to the Dania Beach Interlocal Agreement, or such lesser timeframe if any, provided in the Library Agreement (it being acknowledged that completion of the parking garage has already occurred), and~~ 2) the City/CRA demonstrates that the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries over ~~twenty (20)~~ thirty (30) years (measured from the ~~E~~effective ~~D~~date of the First Amendment to the Dania Beach Interlocal Agreement, ~~dated~~ February 21, 2006) is expected to equal or exceed the amount of the ~~original Parking Garage Loan~~. If this ~~conditions 1) and 2) above are~~ is met, the ~~Parking Garage~~ Loan shall convert to a grant through formal request by the Borrowers in accordance with the terms outlined in the ~~ILA~~ Amended Interlocal Agreement.

~~If condition 1) in the above paragraph and pursuant to the ILA is met, but with respect to condition 2) referenced,~~ the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment project(s) is expected to be less than the full amount of the ~~original~~ Loan, due to either completion of only a portion of said project(s), or completion of a specific private redevelopment project(s) that does not generate expected County revenue equal to the full amount of the ~~original~~ Loan, a "partial" loan-to-grant conversion may take place for an amount that is expected to equal the County's share of the revenue generated by the net increase in the tax base due to said completed portions of project(s).

If a "partial" loan-to-grant conversion(s) takes place, the resulting amended loan amount will be the difference between the full amount of the ~~original~~ Loan and the partial loan amount(s) converted to a grant(s). A loan-to-grant conversion for the full amount of the ~~original~~ Loan also may occur with one payment, at the time of completion of the private redevelopment project(s), with appropriate Certificate of Occupancy documentation. "Full" or partial" loan-to-grant conversion(s) of the ~~original~~ Loan may also occur at any time during the term of the ~~original~~ Loan. However, if for any loan-to-grant conversion(s) ~~occurs~~ occurring after the 8-year interest-free period and when repayment on the principal has begun, as defined in Section 3 hereinbelow, the amount available for conversion to a grant(s) is the outstanding Loan balance (defined as the ~~original~~ Loan less any conversions and repayments of principal) at the time of conversion, ~~and~~ Interest accrued to that date shall not be eligible for conversion

and shall be paid to the County at the time of conversion. All interest paid shall be retained by the County.

3. Except as amended herein, all of the terms, conditions, and provisions of the Amended Loan Agreement shall remain in full force and effect.

4. In the event of any conflict of ambiguity by and between the terms and provisions of this Fourth Amendment and the Amended Interlocal Agreement and/or the Amended Loan Agreement, the terms and provisions of this Fourth Amendment shall control to the extent of any such conflict.

5. This Fourth Amendment shall be recorded in the public records of Broward County at the Borrowers' expense.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Fourth Amendment to Loan Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2021; the City of Dania Beach, signing by and through its _____, duly authorized to execute same; and the Dania Beach Community Redevelopment Agency, signing by and through its Chair, duly authorized to execute same.

County

ATTEST:

Broward County, through its
Board of County Commissioners

County Administrator and ex
officio Clerk of the
Board of County Commissioners
of Broward County, Florida

By _____
Mayor

____ day of _____, 2021

Approved as to form by
Andrew J. Meyers, Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Alexis Marrero Koratich
Assistant County Attorney

____ day of _____, 2021

By _____
Maite Azcoitia
Deputy County Attorney

____ day of _____, 2021

FOURTH AMENDMENT TO LOAN AGREEMENT AMONG BROWARD COUNTY,
CITY OF DANIA BEACH, AND DANIA BEACH COMMUNITY REDEVELOPMENT
AGENCY

City

ATTEST:

City of Dania Beach, through its

City Clerk

By _____
City Manager

____ day of _____, 2021

Approved as to form:

By _____
City Attorney

____ day of _____, 2021

FOURTH AMENDMENT TO LOAN AGREEMENT AMONG BROWARD COUNTY,
CITY OF DANIA BEACH, AND DANIA BEACH COMMUNITY REDEVELOPMENT
AGENCY

CRA

Witnesses:

Dania Beach Community Redevelopment
Agency

Print Name: _____

By _____

Print Name: _____

____ day of _____, 2021

AIK/gb
3/19/2021

LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into as of the 28 day of September, 2010, by and between the City of Dania Beach, Florida, a municipal corporation under the laws of the State of Florida, whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida 33304, and the Dania Beach Community Redevelopment Agency, or its successor, a public body corporate and politic ("Borrowers"), whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida 33304, and Broward County, Florida (the "Lender"), a political subdivision of the State of Florida, whose post office address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

RECITALS

A. Borrowers have submitted documentation to obtain County funding through the Broward County Redevelopment Capital Program for funds for a portion of a parking structure or garage, in support of private redevelopment, adjacent to the Dania Beach City Hall and Library. The documentation supports funding for 190 spaces of the parking garage structure, which spaces are in excess of the 250 spaces for Library and City Hall uses, and which are expected to spur private redevelopment and are at an actual cost of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00) (based on the projected cost of Thirteen Thousand Six Hundred Thirty-Six and 36/100 Dollars (\$13,636.36) per space. The Lender has agreed to make a Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00) loan ("the Parking Garage Loan" or the "Loan") to the Borrowers, which Loan shall be evidenced by a Promissory Note (the "Note") from

Approved BCC 9/28/10 #26 A
Submitted By Planning & Dev. Division
RETURN TO DOCUMENT CONTROL

(37)

LOAN AGREEMENT

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A. Borrowers have submitted documentation to obtain County funding through the Broward County Redevelopment Capital Program for funds for a portion of a parking structure or garage, in support of private redevelopment, adjacent to the Dania Beach City Hall and Library. The documentation supports funding for 190 spaces of the parking garage structure, which spaces are in excess of the 250 spaces for Library and City Hall uses, and which are expected to spur private redevelopment and are at an actual cost of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00) (based on the projected cost of Thirteen Thousand Six Hundred Thirty-Six and 36/100 Dollars (\$13,636.36) per space. The Lender has agreed to make a Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00) loan ("the Parking Garage Loan" or the "Loan") to the Borrowers, which Loan shall be evidenced by a Promissory Note (the "Note") from

Borrowers in favor of Lender.

B. Lender is willing to provide such Loan to Borrowers upon the terms and subject to the conditions set forth in the Dania Beach Interlocal Agreement, as amended by the Fourth Amendment, which Fourth Amendment is attached hereto and made a part hereof as Exhibit "A," and the conditions hereinafter set forth.

C. Lender is willing to provide such Loan to Borrowers upon the condition that the proceeds shall be used by Borrowers solely for the 190 spaces of the parking garage structure, in excess of the 250 spaces required for Library and City Hall uses, and as further provided and defined in the Fourth Amendment.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. Recitals. The Recitals hereinabove contained are true and correct and are made a part hereof.

2. Loan. The Loan shall be evidenced by a Promissory Note (the "Note"), in the form attached hereto as Exhibit "B." The Note shall be funded in one lump sum and shall evidence the Loan. The proceeds of the Loan shall be used by Borrowers solely for the actual costs of or the reimbursement thereof, the 190 spaces of the parking garage structure in excess of the 250 spaces required for Library and City Hall uses, in the amount of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00), as provided for in Exhibit "A" attached hereto.

Lender shall provide a grant on the Parking Garage Loan up to the amount of the original Parking Garage Loan if both of the following conditions are met: 1) the Parking

Garage is completed within five (5) years from the effective date of the Fourth Amendment to the Dania Beach Interlocal Agreement, or such lesser timeframe if any, provided in the Library Agreement, and 2) the City/CRA demonstrates that the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries over twenty (20) years (measured from the effective date of the First Amendment to the Dania Beach Interlocal Agreement, dated February 21, 2006) is expected to equal or exceed the amount of the original Parking Garage Loan. If conditions 1) and 2) above are met, the Parking Garage Loan shall convert to a grant through formal request by the Borrowers in accordance with the terms outlined in Exhibit "A" attached hereto.

3. Principal/Interest on the Loan. No payments of interest on or principal of the Loan shall be due within the first five (5) years from the effective date of this Loan Agreement. In the event that the Loan does not convert to a grant, because the conditions stated in Section 2 hereinabove have not been met, the Parking Garage Loan shall be repaid to the Redevelopment Capital Program by the Borrowers over a fifteen (15) year period commencing at the end of the initial five (5) year interest-free period, with the interest rate at the Municipal Market Data MMD "A" revenue bond rate as in effect at the time repayment begins. In this case, the maturity date shall be twenty (20) years or less from the effective date of this Loan Agreement. In no event shall the term of the Loan exceed twenty (20) years: five (5) years interest free, and up to fifteen (15) years at the MMD "A" revenue bond rate. One payment of principal and interest shall be made on or before September 30th of each year of the fifteen (15) year period,

commencing September 30, 2016. An equal amount of principal, plus the interest accrued for the year, shall become payable on each September 30, commencing September 30, 2016.

4. Defaults and Remedies. The occurrence of any one or more of the following events shall constitute an event of default:

- i. The proceeds of the Loan, in whole or any part thereof, are not used by Borrowers for the specific purpose stated herein and in accordance with the terms of Exhibit "A" hereto.
- ii. Any representation or warranty made by the Borrowers in connection with the making of the Loan by the Lender shall prove to be false or misleading in any material respect.
- iii. Failure to pay the amounts due under the Note, which failure shall continue for a period of ten (10) days after notice thereof is provided to Borrowers.
- iv. Entry of a final judgment against Borrowers or their agents which materially adversely affects the financial condition of the Borrowers and remains unsatisfied after thirty (30) days of the same becoming final, or the institution of any litigation against Borrowers or its agents which contests the validity of the Fourth Amendment, this Loan Agreement or the Promissory Note that is not dismissed or otherwise resolved within ninety (90) days thereafter.

5. Remedies Upon Default. Should any one or more defaults occur or exist, Lender shall in addition to such rights available to Lender pursuant to the terms of



Exhibit "A," to wit: the Dania Beach Interlocal Agreement, as amended by the Fourth Amendment thereto, have the right to accelerate the maturity of the entire principal balance due under the Note and shall have the right, upon ten (10) days written notice, to enforce collection of the entire indebtedness evidenced by the Note including interest, cost and fees by and through any of the remedies herein contained, or by and through any remedies afforded and permitted under the Note, the Uniform Commercial Code, or the laws of the State of Florida. Failure to declare a default, or a failure or withholding of any action to enforce collection of its obligation by virtue of such default, shall not constitute a waiver of any such event of default on the part of Lender. Any waiver by Lender of an event of default shall not be construed and shall not constitute a waiver of any other or subsequent event of default, it being understood that each event of default shall be and constitute a separate and independent event or act of default, for which Lender may accelerate the indebtedness of Borrowers and, at its election and option, proceed to enforce collection thereof.

All remedies and enforcement rights of the Lender shall be cumulative, and may be pursued separately or together as against the Borrowers, and Lender may resort to any one or more of the remedies afforded under this Loan Agreement, the Note, the Uniform Commercial Code of Florida, or under the laws of Florida, neither to the exclusion of the other.

6. Agreement to Pay Attorneys' Fees and Expenses. In the event the Borrowers shall default under any of the provisions of this Loan Agreement and the Lender should employ attorneys or incur other expenses for the collection of the payments due under this Loan Agreement or the enforcement of performance or

observance of any obligation or agreement on the part of the Borrowers herein contained, the Borrowers agree to pay to the Lender the reasonable fees and expenses of such attorneys and such other expenses so incurred by the Lender.

7. Miscellaneous.

(a) Effective Date: Effective date of this Loan Agreement shall mean the date upon which the last party to this Loan Agreement has executed same in accordance with the formalities imposed upon such entity required by Florida law.

(b) Notices. Notices shall be given by each party at the addresses set forth below and shall be deemed to have been sufficiently given or served for all purposes of the same as follows: All notices required to be given by mail will be given by first class, registered or certified mail postage prepaid, return receipt requested, or by private courier service which provides evidence of delivery, or sent by facsimile which produces evidence of transmission, confirmed by first class mail, postage prepaid, and in each case shall be deemed to have been given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission, addressed in the manner aforesaid. Any party may, by providing notice in the manner set forth in this section, change its address for purposes of this section.

FOR COUNTY: County Administrator
Broward County Governmental Center
115 S. Andrews Avenue
Fort Lauderdale, FL 33301

With a copy to: Environmental Protection and

Growth Management Department
Room 329B, Broward County Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

FOR CITY: City Manager
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

With a copy to: City Clerk
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

FOR CRA: Dania Beach Community Redevelopment Agency
Executive Director
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

- (b) Severability. If any provision of this Loan Agreement shall be held or deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatsoever.
- (c) Execution of Counterparts. This Loan Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.
- (d) Governing Law. This Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida. The venue for any proceeding hereunder shall be accorded appropriate jurisdiction in Broward County, Florida.

- (e) This Loan Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.

8. Waiver of Jury Trial

Borrowers and Lender hereby knowingly, irrevocably, voluntarily and intentionally waive any right to a trial by jury in respect of any action, proceeding, defense or counterclaim based on this Loan Agreement, or arising out of, under or in connection with this Loan Agreement, the Note, or any other security document, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto or to any security document. This provision is a material inducement for Borrowers and Lender entering into the subject transaction.

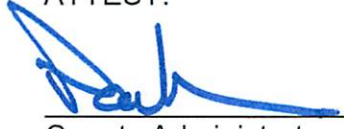
THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have made and executed this Loan Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 28 day of Sept., 2010; the CITY OF DANIA BEACH, signing by and through its City Manager, duly authorized to execute same, and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

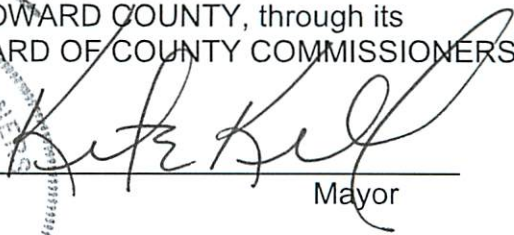
COUNTY

LENDER

ATTEST:

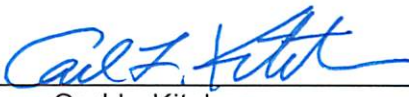
for 
County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By 
Mayor

28 day of September, 2010

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By 
Carl L. Kitchner
Assistant County Attorney

15th day of September, 2010

LOAN AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

CITY OF DANIA BEACH

BORROWERS

ATTEST:

Armine Stilson
City Clerk

CITY OF DANIA BEACH, through its

By *[Signature]*
City Manager



14 day of SEPTEMBER, 2010

Approved as to form:

By *[Signature]*
City Attorney

14 day of SEPTEMBER, 2010

LOAN AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

BORROWERS

WITNESSES:

Louise Stilson

Chris A. Hottel

DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By Chris A. Hottel

14 day of SEPTEMBER, 2010





EXHIBIT “A”

FOURTH AMENDMENT TO DANIA BEACH INTERLOCAL AGREEMENT

This is the Fourth Amendment to the Dania Beach Interlocal Agreement ("Fourth Amendment"), made this 28 day of Sept., 2010, by and between the following:

Broward County, Florida
a political subdivision of the State of Florida
(the "County"),

and

City of Dania Beach, Florida, a municipal
corporation under the laws of the State of
Florida (the "City"),

and

The Dania Beach Community Redevelopment
Agency, or its successor, a public body
corporate and politic (the "CRA").

WHEREAS, on April 20, 2004, the County, the City and the CRA entered into an Interlocal Agreement ("Dania Beach Interlocal Agreement" or "Interlocal Agreement") pursuant to which it was agreed that the County method of investment in any redevelopment activities proposed by the City and/or the CRA, during the term of the Interlocal Agreement and any amendments thereto, and pursuant to the adopted Dania Beach Community Redevelopment Plan, would be implemented pursuant to the requirements and criteria of the funding program, established by the County, known as the Redevelopment Capital Program ("RCP"); and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment and extension to the term of the Interlocal Agreement would be the submission by the City and/or the CRA to the County, of a proposed community redevelopment project(s) within the term of the Interlocal Agreement and the successful negotiations by and between the City, the CRA and the County pertaining to same; and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment will include an implementation schedule and critical path timeline for the proposed community redevelopment project(s);

WHEREAS, on February 21, 2006, the County, the City and the CRA entered into the First Amendment to the Dania Beach Interlocal Agreement (the "First Amendment"), pursuant to which the County agreed to fund by way of one or more loans which, subject to the terms and conditions thereof, could be converted to grant(s),

for certain infrastructure improvements as described in the First Amendment within the Dania Beach RCP Redevelopment Area up to the total amount of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six Dollars (\$6,345,866.00) from the RCP; and

WHEREAS, the City and/or the CRA thereafter subsequently proceeded to complete the infrastructure improvements identified in the First Amendment, utilizing its own funds and other funding sources, and did not utilize any of the Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six and no/100 Dollars (\$6,345,866.00) from the RCP committed under the First Amendment; and

WHEREAS, the City and the CRA then identified additional projects or improvements to replace those identified in the First Amendment, and sought to utilize the funds committed under the First Amendment for such purposes; and

WHEREAS, the City and the CRA then sought funding for the additional projects, specifically, for the reimbursement of the costs of acquisition of the property commonly known as Parcel 109, in the amount of Two Million Three Hundred Thirty-Four Thousand Two Hundred and no/100 Dollars (\$2,334,200.00) (the "Parcel 109 Reimbursement") and funding for a portion of a parking structure or garage, related to new private redevelopment, in the amount not to exceed Three Million One Hundred Thousand and no/100 Dollars (\$3,100,000.00), adjacent to City Hall and the Library, which funds are hereinafter referred to as the "Parking Garage Funds," together with such future project(s) that would be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments are executed on or before February 21, 2011, not to exceed the total sum of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six and no/100 Dollars (\$6,345,866.00) contemplated by the First Amendment; and

WHEREAS, the County, the City, and the CRA, having negotiated the parameters for such Parking Garage Funds and the terms and conditions thereof, following Board approval on February 24, 2009, entered into the Second Amendment to Dania Beach Interlocal Agreement (the "Second Amendment") to effectuate the same; and

WHEREAS, pursuant to the Second Amendment, the Board approved funding not to exceed Three Million One Hundred Thousand and no/100 Dollars (\$3,100,000.00) to fund approximately 138 parking spaces, but not less than 125 nor more than 175, in a parking structure/garage. The RCP funds were to be provided as a five-year interest-free loan(s) which could convert to a grant(s) with conditions similar to those for the Parcel 109 Reimbursement, which funding has been addressed in the Third Amendment to the Dania Beach Interlocal Agreement (the "Third Amendment") entered into on March 24, 2009, by and between the County, the City and the CRA; and

WHEREAS, the funding and implementation requirements of the Third Amendment have been completed; and

WHEREAS, with respect to the Second Amendment, while the previously approved funding was not to exceed Three Million One Hundred Thousand and no/100 Dollars (\$3,100,000.00) for approximately 138 parking spaces, but not less than 125 nor more than 175, in the parking structure/garage, which spaces were to be in addition to the 250 spaces for use by the Library and City Hall, the CRA, on July 20, 2010, has now requested RCP funding for an additional 15 spaces, which raises the total number of spaces in support of private redevelopment from 175 to 190 spaces in a new parking structure of 440 total spaces; and

WHEREAS, based upon the July 20, 2010 request of the CRA, the lower actual cost of construction and the change to 440 parking spaces, the County has determined that the City and the CRA have provided sufficient documentation to support a loan convertible to a grant for the subject 190 parking spaces, based on similar loan-to-grant conversion provisions, with a 5-year interest-free mechanism, to those already provided in the First Amendment, the Second Amendment (Parking Garage Funds) and the Third Amendment (Parcel 109 Reimbursement now completed); and

WHEREAS, based on the lower cost and change to the 440 parking spaces, the proportional cost for the now 190 parking spaces is Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00), which amount will be processed for disbursement by the County upon approval and execution of this Fourth Amendment and contemporaneous execution of a Loan Agreement and Promissory Note, based on the approved funding mechanism previously utilized in the First, Second and Third Amendments; and

WHEREAS, on July 20, 2010, the CRA also requested RCP funding related to the parking garage for a security system and gate-arm entry system; and

WHEREAS, the City and the CRA have provided sufficient documentation to support a loan convertible to a grant for the subject security system in the amount of One Hundred Forty Thousand and no/100 Dollars (\$140,000.00), based on similar loan-to-grant conversion provisions, with a 5-year interest-free mechanism, to those already provided in the First Amendment, the Second Amendment (Parking Garage Funds) and the Third Amendment (Parcel 109 Reimbursement now completed) and which amount will be processed for disbursement by the County upon approval and execution of this Fourth Amendment and contemporaneous execution of a Loan Agreement and Promissory Note; and

WHEREAS, the County will not, to date, disburse any RCP funds for the gate-arm entry system until the City and the CRA have provided sufficient documentation, which documentation shall include executed contracts, to support a loan convertible to a grant for the subject gate-arm entry system in an amount not to exceed Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars (\$273,790.00), based on similar loan-to-grant conversion provisions, with a 5-year interest-free mechanism, to those already provided in the First Amendment, the Second Amendment

(Parking Garage Funds) and the Third Amendment (Parcel 109 Reimbursement now completed) and which amount will be processed for disbursement by the County upon review of such documentation and execution of a Loan Agreement and Promissory Note; and

WITNESSETH, that for and in consideration of the mutual covenants and agreements contained herein, the County, the City and the CRA agree as follows:

1. The truth and accuracy of each "WHEREAS" clause set forth above is acknowledged by the parties and the recitals contained are incorporated herein.
2. Section 1.8 of the Dania Beach Interlocal Agreement is hereby amended to read as follows:

1.8 The total County funding amount from the Redevelopment Capital Program payable to the CRA, for the Parcel 109 Reimbursement and Parking Garage Funds, as redefined pursuant to this Fourth Amendment, together with the security system and gate-arm entry system and such future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments are executed on or before February 21, 2011, shall not exceed the sum of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six and no/100 Dollars (\$6,345,866.00). All amounts paid by the County shall continue to be deposited into the Redevelopment Trust Fund established by the City or the CRA and expended solely as authorized by the Act and the Interlocal Agreement, as amended.

3. Section 4 of the Dania Beach Interlocal Agreement, as created by paragraph 7 of the First Amendment, and as further amended by the Second and Third Amendments, and in addition and similar to the provisions of the Third Amendment, is hereby further amended and supplemented to read, specifically regarding the Parking Garage Funds pursuant to the provisions of the Second Amendment, as follows:

4.0 COUNTY FUNDING OF INFRASTRUCTURE IMPROVEMENTS

- 4.1 The Parking Garage Funds, as defined in the Second Amendment, with funding for the actual cost not to exceed Three Million One Hundred Thousand and no/100 Dollars (\$3,100,000.00) for approximately 138 spaces, but not less than 125 spaces nor more than 175 spaces, which spaces are in addition to 250 spaces for use by the Library and City Hall, are hereby redefined to include an additional 15 spaces, which raises the total number of parking spaces in support of private redevelopment from 175 to 190 spaces in a parking structure of 440 spaces. Based on a lower per space

cost, the proportional cost of the 190 spaces is Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars (\$2,590,909.00), which will be processed for disbursement by the County upon approval of this Fourth Amendment and execution of appropriate Loan Agreement(s) and Promissory Note(s). In addition to this amount, the Parking Garage Funds shall include an additional One Hundred Forty Thousand and no/100 Dollars (\$140,000.00), requested by the City/CRA, for a security system for the parking garage, to be processed for disbursement upon approval of this Fourth Amendment and execution of appropriate Loan Agreement(s) and Promissory Note(s), and further, an amount equal to the actual cost not to exceed Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars (\$273,790.00) for a gate-arm entry system, to be disbursed by the County after appropriate documentation is presented, including a contract, duly reviewed by the County, together with execution of an additional Loan Agreement(s) and Promissory Note(s).

The differential between the initial County commitment for the Parking Garage Funds of Three Million One Hundred Thousand and no/100 Dollars (\$3,100,000.00) and the funding for the now redefined Parking Garage Funds totaling Three Million Four Thousand Six Hundred Ninety-Nine and no/100 Dollars (\$3,004,699.00), is Ninety-Five Thousand Three Hundred One and no/100 Dollars (\$95,301.00), which sum shall be added to the Nine Hundred Eleven Thousand Six Hundred Sixty-Six and no/100 Dollars (\$911,666.00) differential remaining after the Third Amendment, totaling One Million Six Thousand Nine Hundred Sixty-Seven and no/100 Dollars (\$1,006,967.00), and shall be available to the CRA for future projects that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011. Should the actual cost of the gate-arm entry system be less than the not to exceed amount of Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars (\$273,790.00), the difference will be added to the amount available to the CRA for future projects.

- 4.2 The County funding will be exercised as to the Parking Garage Funds, as redefined herein, only after submission by the City and/or CRA to the County of an application therefore, including an implementation schedule and critical path timeline, which the County acknowledges have been submitted.

County funding for any future public improvements will be exercised only after submission by the City and/or CRA to the County of an application and documentation therefore, including an implementation schedule and critical path timeline.

- 4.3 In addition to the provisions of the Third Amendment for the Parcel 109 Reimbursement, tThe County will lend the actual cost not to exceed \$3,100,000 Three Million Four Thousand Six Hundred Ninety-Nine and no/100 Dollars (\$3,004,699.00), for no less than 125 spaces nor more than 175 spaces, 190 spaces of all spaces in the Parking Garage in excess of 250 spaces, at a projected cost of \$22,463.77 Thirteen Thousand Six Hundred Thirty-Six and 36/100 Dollars (\$13,636.36) per space, a security system and a gate-arm entry system, as more fully provided in the Application documentation submitted therefore.

- 4.4 ~~The County loan(s) of the Parking Garage Funds shall be made when sufficient documentation (e.g. permits and contracts) that evidences when the Parking Garage construction will commence is submitted and reviewed in final by the County for sufficiency and completeness, and a mutually acceptable loan agreement executed.~~

The County loan(s) of the Parking Garage Funds for the 190 parking spaces (\$2,590,909) and the security system (\$140,000.00) shall be processed for disbursement within thirty (30) days of execution of this Fourth Amendment, Loan Agreement(s), and Promissory Note(s) by appropriate parties thereto, and the not to exceed amount of Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars (\$273,790.00) for the gate-arm entry system will be disbursed when appropriate documentation is submitted, duly reviewed by the County, and a Loan Agreement and Promissory Note are executed.

...

- 4.7 In addition and similar to the provisions of the Third Amendment for the Parcel 109 Reimbursement loan, Section 4.7 of the Second Amendment related to the Parking Garage Funds is amended as follows.

The County shall provide a grant(s) on the Parking Garage Funds, as redefined herein, loan(s) up to the amount(s) of the original Parking Garage Funds loan(s) if both of the following conditions are met: 1) all Parking Garage improvements (parking garage, security system, and gate-arm entry system) associated with the loan(s) are completed within five (5) years from the effective date of this

~~Second~~ Fourth Amendment or lesser timeframe, if any, provided in the Library Agreement, and 2) the City/CRA demonstrates that the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries over 20 years (measured from the effective date of the First Amendment dated February 21, 2006) is expected to equal or exceed the amount of the original Parking Garage Funds loan(s).

4.7.1 If conditions 1) and 2) of Section 4.7 are met, the Parking Garage Funds loan(s) shall convert to a grant(s), through formal request by the City/CRA, as follows: 1) one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a grant(s) at the time of the approval of the requisite permitting for the private redevelopment project(s), and appropriate documentation of the completion of the associated Parking Garage improvements (parking garage, security system and gate-arm entry system); 2) an additional one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to grant(s) at the time when the City/CRA provides documentation to the County that 50% of the total project floors are erected; and, 3) the remaining one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a grant(s) at the time of the completion of the private redevelopment project(s) evidenced by the issuance of all applicable Certificates of Occupancy.

4.8 In addition and similar to the provisions of the Third Amendment, Section 4.8 of the Second Amendment is amended as follows.

If conditions 1) and 2) of Section 4.7 herein are not met, the Parking Garage Funds loan(s), as redefined by this Fourth Amendment, must be repaid to the Redevelopment Capital Program by the City or CRA over a 15-year period commencing at the end of the initial five-year interest-free period, ~~as provided by Section 4.5 herein~~, with interest at the Municipal Market Data (MMD) "A" revenue bond rate as in effect at the time repayment begins. In no event shall the term of the loan(s) exceed twenty (20)

years: five years interest free, and up to 15 years at the MMD "A" revenue bond rate.

- 4.9 In no event shall the total amount of County grant(s) and loan(s) for the Parcel 109 Reimbursement, Parking Garage Funds, as redefined by this Fourth Amendment, and any future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, which must be executed on or before February 21, 2011, exceed Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six and no/100 Dollars (\$6,345,866.00).

...

- 4.11 ~~In addition to the provisions of the Second Amendment as applicable to the Parking Garage Funds loan, t~~The calculation of the net increase in the tax base over 20 years, which is Condition 2 of Section 4.7 herein, is as follows:

4.11.1 The net present value of the County's share of the revenue generated by the net increase in the tax base from all private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries shall be calculated based on the following parameters:

Estimated Project Value: Project costs (Land & Improvements)

Property Assessment Rate: 85% of Project Cost

Collection Rate: 95%

Property Appreciation Rate: 4%

Payback Term: 20 Years from the effective date of the First Amendment, February 21, 2006, but may be less than 20 years depending on the year the private redevelopment project(s) become part of the tax base.

County Millage: Effective County Millage at the time of grant consideration

Discount Rate: The interest rate from the table of "A" General Obligation yields produced by "Municipal Market Data" and

published in the Bond Buyer for the 20-year maturity in the proposed project financing or funding plan. The actual rate used shall be the interest rate published within five (5) days prior to the date of submittal of the request for grant funds by the City/CRA to the County.

4.11.2 The net increase in the tax base is the difference between the assessed (85%) value of the various redevelopment projects including land and improvements, and the taxable value of the existing property including land and improvements ~~as of the date of this Third Amendment~~. If a property was acquired by the County, the City or the CRA for the purpose of redevelopment, within the last 4 years, the taxable value will be the latest available taxable value increased annually by the growth in the tax base within the Dania Beach RCP Redevelopment Area.

...

4. Section 5 of the Dania Beach Interlocal Agreement, as created by paragraph 8 of the First Amendment, and further amended by paragraph 5 of the Second and Third Amendments, shall remain unchanged and its provisions fully applicable to this Fourth Amendment.
5. Section 6 of the Dania Beach Interlocal Agreement, as created by paragraph 9 of the First Amendment and amended by paragraph 6 of the Second and Third Amendments, shall remain unchanged and its provisions fully applicable to this Fourth Amendment.
6. Section 4.0, MISCELLANEOUS of the Dania Beach Interlocal Agreement, as amended by paragraph 10 of the First Amendment and paragraph 7 of the Second and Third Amendments, as applicable to this Fourth Amendment, is hereby amended to read as follows:

7.0 MISCELLANEOUS

- 7.1 Effective Date: The effective date of this ~~Third~~ Fourth Amendment shall be on the date it is fully executed by the parties.
- 7.2 Joint Preparation: The preparation of this ~~Third~~ Fourth Amendment has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

- 7.3 Merger: The Dania Beach Interlocal Agreement, as amended, incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matter contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Interlocal Agreement, as amended, that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to the Dania Beach Interlocal Agreement, as amended.
- 7.4 Assignment: The respective obligations of the Parties set forth in the Dania Beach Interlocal Agreement, as amended, shall not be assigned, in whole or in part, without the written consent of the other party.
- 7.5 Recordation/Filing: The County Administrator as the Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of this ~~Third~~ Fourth Amendment, by the governing body of the City/CRA and the County and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto to file the Dania Beach Interlocal Agreement, and amendments thereto, with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.
- 7.6 Contract Administrators: The Contract Administrators for the Dania Beach Interlocal Agreement and amendments thereto are the Dania Beach City Manager, or designee, and the County Administrator, or designee. In the implementation of the terms and conditions of the Dania Beach Interlocal Agreement, as amended, as contrasted with matters of policy specifically established by the respective commissioners through resolutions and/or ordinances, all parties may rely upon instructions or determinations made by the respective Contract Administrators.
- 7.7 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier evidenced by a delivery receipt, facsimile evidenced by a delivery receipt, or by an overnight express delivery service evidenced by a delivery receipt, addressed

to the party for whom it is intended at the place last specified; and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this section. For the present, the Parties designate the following as the respective places for giving notice. Notice shall be effective upon delivery as evidenced by a delivery receipt.

FOR COUNTY: County Administrator
Broward County Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

With a copy to: Environmental Protection and Growth
Management Department
Room 329B, Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

FOR CITY: City Manager
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

With a copy to: City Clerk
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

FOR CRA: City Clerk
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33304

7.8. Governing Law and Venue: The Dania Beach Interlocal Agreement and amendments thereto shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provision. Any claim, objection or dispute arising out of the terms of the Dania Beach Interlocal Agreement and amendments thereto shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

7.9 Severability: In the event a portion of the Dania Beach Interlocal Agreement and amendments thereto is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the City and/or the CRA or the County elect to terminate the Dania Beach Interlocal Agreement.

An election to terminate the Dania Beach Interlocal Agreement, as amended, based upon this provision shall be made within seven (7) calendar days after the court's determination becomes final. For the purposes for this section, "final" shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such event, the Parties agree to cooperate fully with the other to effectuate a smooth transaction of services.

- 7.10 Amendments: Except as expressly authorized in the Dania Beach Interlocal Agreement or amendments thereto, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as the Dania Beach Interlocal Agreement and executed by the Parties.
- 7.11 Third Party Beneficiaries: Neither City, County nor CRA intend that any person shall have cause of action against either of them as a third party beneficiary under the Dania Beach Interlocal Agreement or amendments thereto. Therefore, the Parties agree that there are no third party beneficiaries to the Dania Beach Interlocal Agreement and that no third party shall be entitled to assert a claim against either of them based upon the Dania Beach Interlocal Agreement or amendments thereto. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under the Dania Beach Interlocal Agreement or amendments thereto.
- 7.12 Force Majeure: Unless otherwise governed by the Dania Beach Interlocal Agreement or amendments thereto, or by federal or state law or regulations, neither party shall be obligated to perform under the Dania Beach Interlocal Agreement or amendments thereto, if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, act of God, riot or civil commotion, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense. In no event shall lack of funds on the part of either party be deemed Force Majeure. Either party desiring to rely upon such a cause shall, when the cause arises, give prompt written notice thereof to the other party and, when the cause ceases to exist, shall give prompt written notice thereof to the other party. Both parties agree to use their best efforts to minimize the effects of such cause that would give rise to the operation of this provision.

- 7.13 Nondiscrimination: The decision of the Parties hereto regarding the delivery of services under the Dania Beach Interlocal Agreement or amendments thereto, shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- 7.14 Gender: Whenever any words are used in the Dania Beach Interlocal Agreement or amendments thereto, in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Interlocal Agreement or amendments thereto in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.
- 7.15 The Parties shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Interlocal Agreement or amendments thereto.
- 7.16 The Parties agree that an extraordinary majority vote (4/5) of the Dania City Commission and the CRA, as applicable, shall be required in order to institute any eminent domain proceeding or to acquire any property exceeding the appraised value within the Community Redevelopment area.
- 7.17 That in the event of any conflict or ambiguity by and between the terms and provisions of this ~~Third~~ Fourth Amendment to the original Dania Beach Interlocal Agreement and the original Dania Beach Interlocal Agreement, First Amendment ~~or~~, Second Amendment or Third Amendment thereto, the terms and provisions of this ~~Third~~ Fourth Amendment shall control to the extent of any such conflict or ambiguity.
- 7.18 That the original Dania Beach Interlocal Agreement, as amended by the First Amendment, Second Amendment ~~and~~, Third Amendment and Fourth Amendment thereto, executed by the Parties shall remain in full force and effect except as specifically amended herein.
- 7.19 This Fourth Amendment may be executed in up to four (4) counterparts, each of which shall be deemed to be an original.

- 7.20 The City and/or the CRA shall reasonably encourage the participation of, and utilization of, small and minority businesses, specifically, but not limited to, a financial advisor, bond counsel, underwriters' counsel and underwriting services in the development of the redevelopment projects of the City.

(Remainder of page intentionally left blank)

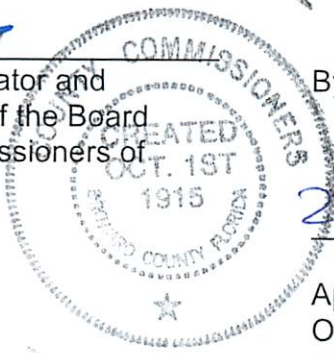
IN WITNESS WHEREOF, the Parties hereto have made and executed this FOURTH AMENDMENT to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 28 day of September, 2010; and the CITY OF DANIA BEACH, signing by and through its Mayor, duly authorized to execute same and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

COUNTY

ATTEST:

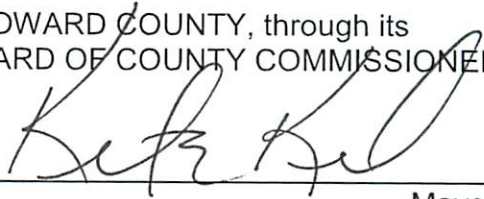
for 

County Administrator and
Ex-Officio Clerk of the Board
of County Commissioners of
Broward County



BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By

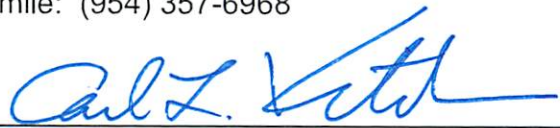


Mayor

28 day of September, 2010

Approved as to form by:
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Facsimile: (954) 357-6968

By



Assistant County Attorney

15th day of September, 2010

FOURTH AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD
COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

CITY OF DANIA BEACH

ATTEST:

Louise Stilson
City Clerk

[Signature]
City Manager



DANIA BEACH, through its

By *[Signature]*
Mayor-Commissioner

14 day of SEPTEMBER, 2010

Approved as to form:

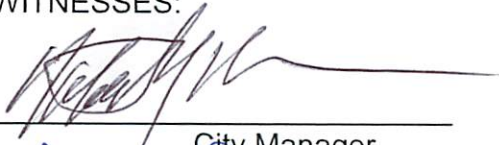
By *[Signature]*
City Attorney

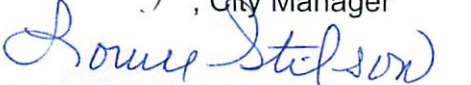
14 day of SEPTEMBER, 2010

FOURTH AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD
COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY

WITNESSES:



City Manager


City Clerk

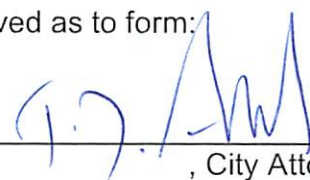
DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By _____
Chairman

14 day of SEPTEMBER, 2010



Approved as to form:

By _____
City Attorney

14 day of SEPTEMBER, 2010

1. The first section of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. Financial Reporting and Accountability

The second section details the various methods used to collect and analyze financial data. It includes information on how data is gathered from different sources, such as bank statements, credit cards, and other financial institutions. The section also discusses the importance of regular audits and the role of external auditors in ensuring the accuracy of the financial statements.

3. The third section focuses on the importance of maintaining accurate records of all transactions and activities.

4. The fourth section discusses the importance of maintaining accurate records of all transactions and activities.

5. The fifth section discusses the importance of maintaining accurate records of all transactions and activities.

6. The sixth section discusses the importance of maintaining accurate records of all transactions and activities.



EXHIBIT “B”

U.S. \$2,590,909.00

Fort Lauderdale, Florida
September 28, 2010

PROMISSORY NOTE

FOR VALUE RECEIVED the undersigned, the CITY OF DANIA BEACH, FLORIDA, a municipal corporation under the laws of the State of Florida, and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, or its successor, a public body corporate and politic ("BORROWERS"), promise to pay to the order of BROWARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the "LENDER") located at Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, the principal sum of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 DOLLARS (\$2,590,909.00), (the "Principal") plus interest (the "Interest") on the Principal after the end of the initial five (5) year interest-free period as defined in Section two (2) below:

So long as no default has occurred in the Note, Interest shall be payable at the Municipal Market Data MMD "A" revenue bond rate as in effect at the time repayment begins. Upon default in this Note, Interest shall be payable at the per annum rate of eighteen percent (18%). Interest shall accrue and be payable on an actual 360-day basis.

1) This Note evidences a Loan by LENDER to BORROWERS for the sole purpose of funding through the Broward County Redevelopment Capital Program for funds for 190 spaces of the parking garage structure, in support of private redevelopment, which spaces are in excess of the 250 spaces for Library and City Hall uses, and which are expected to spur private redevelopment and are at an actual cost

of Two Million Five Hundred Ninety Thousand and Nine Hundred and Nine (\$2,590,909.00) Dollars, based on a projected cost of Thirteen Thousand Six Hundred Thirty-Six and 36/100 (\$13,636.36) per space.

2) This Note evidences a Loan by LENDER to BORROWERS upon the terms and subject to the terms and conditions set forth in the Dania Beach Interlocal Agreement, as amended by the Fourth Amendment, which Fourth Amendment is attached and made a part hereof as Exhibit "A" to the Loan Agreement accompanying this Note.

- 3) The outstanding principal of the Note shall be due and payable as follows:
- a) No payments of interest or principal of the Loan shall be due within the first five (5) years from the effective date of this Note. In the event that the Loan does not convert to a grant because the conditions stated in Section 2 of the Loan Agreement have not been met, the Loan shall be repaid over to the LENDER by the BORROWERS over a fifteen (15) year period commencing at the end of the initial five (5) year interest free period, with the interest rate at the Municipal Market Data MMD "A" revenue bond rate as in effect at the time repayment begins. In this case, the maturity date shall be twenty (20) years or less from the effective date of this Promissory Note and the accompanying Loan Agreement. In no event, shall the term of the Loan exceed twenty (20) years; five (5) years interest free, and up to fifteen (15) years at the MMD "A" revenue bond rate. One payment of Principal and Interest shall be

made on or before September 30th of each year of the fifteen (15) year period, commencing September 30, 2016. An equal amount of Principal, plus the interest accrued for the year, shall become payable on each September 30, commencing September 30, 2016.

- b) This Note may be prepaid in whole or in part without penalty. Any prepayment shall be accompanied by an amount equal to the interest accrued thereon to the date of receipt of such prepayment in collected funds.

4) All payments hereunder shall be made to LENDER's office at: Broward County Environmental Protection and Growth Management Department, 115 South Andrews Avenue, Room 329B, Fort Lauderdale, Florida, 33301, or such other place as LENDER may from time to time designate in writing.

5) This Note shall be in default if any payment of Principal or Interest due hereunder, and/or under the Loan Agreement, dated as of the date of this Note, from BORROWERS to LENDER, is not paid as and when due, or if any event of default occurs simultaneously, as such term is defined in the accompanying Loan Agreement being entered into hereto. Upon default in this Note, the LENDER, at its option, may declare the entire unpaid Principal balance of this Note, together with accrued Interest, to be immediately due and payable without notice or demand. In addition to payments of Interest and Principal, if there is a default in this Note, the LENDER shall be entitled to recover from the BORROWER all of the LENDER's costs of collection, including the LENDER's attorneys' fees and expenses (whether for services incurred in collection, litigation, or otherwise), and all other costs incurred in connection therewith.

6. BORROWERS severally, irrevocably and unconditionally agree:

- (a) that any suit, action or other legal proceeding arising out of or relating to this Note may be brought at the option of the LENDER, in a court of record of the State of Florida in Broward County, in the United States District Court for the Southern District of Florida or in any other court of competent jurisdiction; and
- (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; and
- (c) waive any objection which it or they may have to the loss of revenue of any such suit, action or proceeding in any such courts.

7. All remedies and enforcement rights of the LENDER shall be cumulative, and may be pursued separately or together as against the BORROWERS and LENDER may resort to any one or more of the remedies afforded under this Note or Loan Agreement, the Uniform Commercial Code of Florida, or under the laws of Florida, neither to the exclusion of the others.

8. BORROWERS AND LENDER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, DEFENSE OR COUNTERCLAIM BASED ON THE NOTE OR ACCOMPANYING LOAN AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE LOAN AGREEMENT, THIS NOTE, OR ANY OTHER SECURITY DOCUMENT TO, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY SECURITY DOCUMENT. THIS

PROVISION IS A MATERIAL INDUCEMENT FOR BORROWERS AND LENDER
ENTERING INTO THE SUBJECT TRANSACTION.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, BORROWERS, CITY OF DANIA BEACH, FLORIDA, and DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, have executed this Note.

BORROWERS

WITNESSES:

CITY OF DANIA BEACH, FLORIDA

Christine A. Lotter
Print Name: Christine A. Lotter

Charles K. McElvrea
Print Name: CHARLES K. MCELVEA

Miriam Nasser
Print Name: MIRIAM NASSER

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14 day of SEPTEMBER, 2010, by CHARLES K. MCELVEA, as MAYOR, who is personally known to me or who has produced _____ as identification.

Louise Stilson
Print Name: _____
Notary Public, State of Florida at Large
Commission No. _____

My Commission Expires _____



BORROWERS

WITNESSES:

DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

Christine A. Lottier
Print Name: Christine A. Lottier

Charles K. McElvrea
Print Name: CHARLES K. MCELVEA

Miriam Nasser
Print Name: MIRIAM NASSER

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14 day of SEPTEMBER, 2010, by CHARLES K. MCELVEA, as CHAIRMAN, who is personally known to me or who has produced _____ as identification.

Louise Stilson
Print Name: _____
Notary Public, State of Florida at Large
Commission No. _____



CLK/lt
09/10/10
#10-053
g:\div2\clk\clk10\agreements\daniabeachpromissorynote4thparking.doc.01.doc

August 31, 2020

Mr. Ralph Stone, Director
Housing Finance and Community Redevelopment Division
Broward County Environmental Protection and Growth Management Department
110 NE 3rd Street, Suite 300
Fort Lauderdale, FL 33301

RE: Broward County Redevelopment Capital Program (RCP) Loan to Grant Conversion for the Dania Beach Community Redevelopment Agency

Dear Mr. Stone,

This letter serves as a formal request from the Dania Beach Community Redevelopment Agency (CRA) for forgiveness and release of the Broward County Redevelopment Capital Program (RCP) loan currently held by the Dania Beach CRA. The remaining Broward County RCP loan is for the Parking Garage Loan Balance of \$621,876.00. The Dania Beach CRA would like to reference the following developments to demonstrate a net increase in the tax base of the CRA to be used as the background supporting data for the forgiveness and release of the RCP loan.

Map Id	Development Description	Address	CO Status/ Completion	Construction Type (New or Remodel)	BCPA Building Value*
1	Single Family	149 NW 6 Avenue	2020	New	\$ 141,900.00*
2	Single Family	135 NW 6 Avenue	2020	New	\$ 141,900.00*
3	Single Family	125 NW 7 Avenue	2009	New	\$ 162,630.00
4	Alex's Flamingo Plaza (North)	236 N Federal Highway	2020	Renovation	\$ 89,035.00*
5	Alex's Flamingo Plaza (South)	222 N Federal Highway	2020	Renovation	\$ 200,820.00
6	Building	66-68 N Federal Highway	2020	Renovation	\$ 185,000.00
7	Retail Plaza	212 N Federal Highway	2017	Renovation	\$ 261,410.00
8	Tru Hilton Hotel	44 N Federal Hwy	2020	New	\$ 13,489,232.00*
9	Fish Grill Restaurant	67-75 N Federal Hwy	2020	Renovation	\$ 107,520.00
10	Window Blinds/Cigar Bar	2 S Federal Highway	2016	Renovation	\$ 186,320.00
11	Vape Shop/Café	6 S Federal Highway	2020	Renovation	\$ 23,880.00
12	Oceans 13 Restaurant	50 E Dania Beach Blvd	2012	Renovation	\$ 6,080.00
13	Commercial Plaza	354 E Dania Beach Blvd	2012	Renovation	\$ 1,562,940.00
14	Publix Plaza	402 E Dania Beach Blvd	2015	Renovation	\$ 866,610.00
15	Quickies Burgers	141 S Federal Highway	2020	Renovation	\$ 24,990.00
16	Gallery of Amazing Things (South)	485 South Federal Highway	2020	Renovation	\$ 143,830.00
17	Gallery of Amazing Things (North)	481 S Federal Highway	2020	Renovation	\$ 339,640.00
18	Popeye's Restaurant	506 S Federal Hwy	2020	Renovation	\$ 517,280.00
19	AMO Star Center (North)	2 W Dixie Highway	2019	Renovation	\$ 727,170.00
20	AMO Star Center (South)	716 S Federal Highway LLC	2017	Renovation	\$ 141,850.00
21	AMO Star Center (East)	601 Federal Highway	2019	Renovation	\$ 620,590.00
22	Joe's Grill Restaurant	1502 S Federal Highway	2016	Renovation	\$ 73,260.00
23	Associates MD Medical Offices	1437 S Federal Highway	2019	Renovation	\$ 211,190.00
24	Laundromat/Retail Plaza	265 S Federal Highway	2018	Renovation	\$ 484,300.00
Grand Total					\$ 20,709,377.00

*Note - Map Id Numbers 1, 2, 4 and 8 are utilizing the construction values versus the BCPA Building Improvement Values

The Dania Beach CRA is also requesting that Broward County proceed with the full or partial release of the aforementioned RCP loan and proceed with release of all documents, notes and agreements related to these with copies to myself as well as the Dania Beach CRA Board Attorney, Tom Ansbro.

Feel free to contact me at 954-925-6801 ext. 3732 or by email at rwilliams@daniabeachfl.gov should you or your team have any questions. In addition, you may reach out to Kathleen Weekes at 954-925-6801 ext. 3739 or by email at kweekes@daniabeachfl.gov.

Best regards,

Rickelle

Williams

Rickelle Williams, CRA Executive Director

 Digitally signed by Rickelle Williams
DN: cn=Rickelle Williams, o=Dania Beach
CRA, ou=Dania Beach CRA,
email=rwilliams@daniabeachfl.gov, c=US
Date: 2020.08.31 17:12:57 -0400

Enclosures: Supporting Data for the Dania Beach CRA Loan to Grant Conversion BCPA
 Map of Developments within the Dania Beach CRA Boundary to Support CRA Loan to Grant Conversion

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 RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 21-003 OCEAN PARK INTERIM DRAINAGE IMPROVEMENTS PROJECT TO A.D.A. ENGINEERING, INC. IN THE AMOUNT OF TWO HUNDRED FIFTY-THREE THOUSAND SEVEN HUNDRED FORTY-EIGHT DOLLARS AND FORTY-FOUR CENTS (\$253,748.44); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

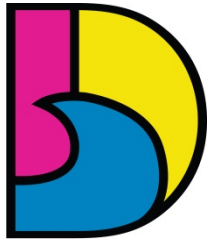
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-RFP-OCEANPARKDRNGE-AWARD-041221, R-2021- A.D.A. Engineering, Inc. Bid Award for Ocean Park Interim Drainage Improvements Project (ITB 21-003), R-2021-010 Ocean Park Drainage Project Authorization to BidR-2021-010 Ocean Park Drainage Project Authorization to Bid executed, ITB 21-003 Bid Tabulation Form, Award Recommendation-3-15-21



DANIA BEACH
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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: April 13, 2021

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager

FROM: Fernando J. Rodriguez, Public Services Director
Dincer A. Ozaydin, Deputy Public Service Director/City Engineer

RE: Authorization to Award ITB-No. 21-003 "Ocean Park Interim Drainage Improvement Project"

Request

City administration is requesting the adoption of a resolution authorizing the award of ITB No. 21-003 "Ocean Park Interim Drainage Improvement Project" to A.D.A Engineering, Inc. for stormwater infrastructure improvements to address flooding in the north part of the Ocean Park parking area.

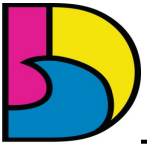
Background

The parking area in the northern part of the parking frequently floods during rain events, particularly during king tides. During these periods, access the beach portal, Quarterdeck Restaurant, and the fishing pier is restricted. In February 2020, Public Services engaged Craven Thompson and Associates (CTA) to study and design solutions for this drainage issue. The project design includes stormwater drainage inlets, pipes and tidal valves. CTA has already completed the design documents and obtained all necessary permits.

Approval to bid construction of the Ocean Park Interim Drainage Improvement Project was granted via Resolution 2021-010, passed and adopted on January 26, 2021. The project's Invitation to Bid (ITB) was advertised in the Sun-Sentinel on January 29, 2021 and posted on the City's website and on Demand-Star. The City received 7 responses which were opened publicly on February 19, 2021. The ITB evaluation committee reviewed all proposals from bidders. The committee ranked A.D.A Engineering, Inc. is the lowest responsible and responsive bidder and therefore recommends this contractor's selection for the project.

Budgetary Impact

The total cost of the project is \$253,748.44. Funding in the amount of \$200,000 is available in the Stormwater/Infrastructure other than Buildings Account Number 403-38-01-538-63-10. The remaining \$53,748.44 will be appropriated from the Stormwater Fund unrestricted net position account number 403-00-00-389-90-02.



DANIA BEACH
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Authorization to Award ITB-No. 21-003 "Ocean Park Interim Drainage Improvement Project"

Recommendation

City Administration recommends that the City Commission adopt the resolution to award ITB No. 21-003 "Ocean Park Interim Drainage Improvement Project" contract to A.D.A Engineering, Inc. for an amount not to exceed \$253,748.44.

RESOLUTION NO. 2021-050

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 21-003 OCEAN PARK INTERIM DRAINAGE IMPROVEMENTS PROJECT TO A.D.A. ENGINEERING, INC. IN THE AMOUNT OF TWO HUNDRED FIFTY-THREE THOUSAND SEVEN HUNDRED FORTY-EIGHT DOLLARS AND FORTY-FOUR CENTS (\$253,748.44); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City requires engineering consulting services to make stormwater improvements in the northern area of the Ocean Park parking lot; and

WHEREAS, on January 26, 2021, the City Commission of the City of Dania Beach approved Resolution No. 2021-010 authorizing the Public Services Department (“PSD”) to issue an ITB for the Ocean Park Interim Drainage Improvement Project; and

WHEREAS, seven (7) responses were received on February 19, 2021, and evaluated by the City’s Selection Committee (Committee):

1. A.D.A Engineering, Inc.	\$253,748.44
2. ATC Engineering, Inc.	\$260,014.00
3. IMECO, Inc	\$269,204.00
4. Hinterland Group	\$291,966.00
5. Stonehenge Construction	\$310,801.88
6. Sagaris Group	\$342,478.00
7. DBF Construction	\$412,556.08

; and

WHEREAS, the Committee’s assessment of the bid packages provided by the respondents resulted in the selection of A.D.A. Engineering, Inc. as lowest, most qualified bidder.

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 authorizes the proper City officials to execute a contract with A.D.A. Engineering, Inc., for the Ocean Park Interim Drainage Improvements

Project in an amount not to exceed Two Hundred Fifty-Three Thousand Seven Hundred Forty-Eight Dollars and Forty-Four Cents (\$253,748.44).

Section 3. That the adopted budget for this project includes funding in the amount of Two Hundred Thousand Dollars (\$200,000.00) and additional funding in the amount of Fifty-Three Thousand Seven Hundred Forty-Eight Dollars and Forty-Four Cents (\$53,748.44) will be appropriated from Stormwater Fund unrestricted net position account number 403-00-00-389-90-02 to the Stormwater Fund Infrastructure account number 403-38-01-538-63-10.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on April 13, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

RESOLUTION NO. 2021-010

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR THE OCEAN PARK DRAINAGE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach seeks to address drainage needs citywide to enhance safety, water quality and quality of life; and

WHEREAS, in February 2020, the Public Services Department engaged the services of Craven Thompson and Associates to study and design drainage options for the northern parking area of Ocean Park; and

WHEREAS, the project design recommended inlets, piping to the existing outfall and tidal valves; and

WHEREAS, the design is complete, permits approved and the bid documents will be developed in the coming weeks in preparation to bid the project;

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

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.

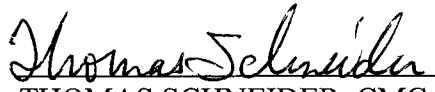
Section 2. That the City Commission authorizes staff to proceed with the competitive bidding process for the Ocean Park Drainage Project with funds in the amount of Two Hundred Thousand Dollars (\$200,000.00) from account number 403-38-01-538-63-10.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED on January 26, 2021.

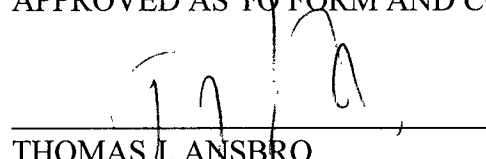
ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK




TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


THOMAS J. ANSBRO
CITY ATTORNEY



ITB 21-003
OCEAN PARK INTERIM DRAINAGE IMPROVEMENTS

[illegible]

March 15, 2021

Mr. Dincer A. Ozaydin, P.E.
Deputy Public Services Director/City Engineer
1201 Stirling Road
Dania Beach, Florida 33004

**RE: OCEAN PARK INTERIM DRAINAGE IMPROVEMENTS
CITY OF DANIA BEACH BID NO. 21-003
CTA PROJECT NO. 11-0033-001-04**

Dear Dincer:

Based upon the bid tabulation for the above project A.D.A. Engineering, Inc. submitted the lowest base bid in the amount of \$253,748.44.

CRAVEN THOMPSON



& ASSOCIATES INC.

Engineers
Planners
Surveyors
Landscape Architects

Craven Thompson and Associates, Inc. (CTA) has reviewed the bid package provided by A.D.A. Engineering, Inc. which includes contacting and confirming the project references provided by A.D.A. Engineering, Inc. as well as review of the project experience and company resources provided within the bid package submitted. Based on the information provided in the bid package, CTA believes A.D.A. Engineering, Inc. is the low responsive and responsible bidder.

As a result of our review of the bid proposal and reference confirmation, CTA has no objection to the City of Dania Beach awarding the contract for Ocean Park Interim Drainage Improvements to A.D.A. Engineering, Inc. in the amount of \$253,748.44.

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.

Leonard Z. Gamble

Digitally signed by Leonard Z. Gamble
Date: 2021.03.15 07:55:13 -0400

Leonard Z. Gamble

LEONARD Z. GAMBLE, P.E.
Senior Engineer

Leonard Z. Gamble, State of Florida,
Professional Engineer, License No. 65921.

This item has been digitally signed and sealed
by Leonard Z. Gamble on the date indicated
here.

Printed copies of this document are not
considered signed and sealed and the signature
must be verified on any electronic copies.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

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 AWARD OF INVITATION TO BID (“ITB”) 21-002 CITYWIDE SPEED HUMP IMPROVEMENT PROJECT– PHASE I TO MIGUEL LOPEZ JR., INC. IN THE AMOUNT OF ONE HUNDRED THIRTY-SEVEN THOUSAND FOURTEEN DOLLARS (\$137,014.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

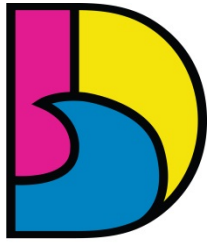
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-SPHUMP-AWARD-ITB 21-002-041321fjr, R-2021- Miguel Lopez Jr. Bid Award for Citywide Speed Hump Improvement Project-Phase I (ITB 21-002), Miguel Lopez Jr Inc., Weekley Asphalt and Paving, Florida Blacktop, Inc., Sagaris Corp



DANIA BEACH
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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: April 13, 2021

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager

FROM: Fernando J. Rodriguez, Public Services Director
Dincer A. Ozaydin, Deputy Public Service Director/City Engineer

RE: Authorization to Award ITB-No. 21-002 "Dania Beach Speed Hump Improvement Project-Phase I"

Request

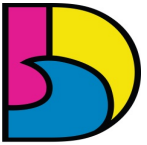
City administration is requesting the adoption of a resolution authorizing the award of ITB No. 21-002 "Citywide Speed Hump Improvement Project - Phase I" to Miguel Lopez Jr., Inc. in the amount not to exceed \$137,014.00 for the construction of the removal, modifications, relocation of the speed humps.

Background

On September 24, 2020, Public Utility Management and Planning Services, Inc. (PUMPS) presented a Speed Hump Assessment Study to the City Commission. As a result of this study, PUMPS recommended bringing seventy-three (73) of the City's seventy-seven (77) speed humps into compliance by one or a combination of several measures, including removal, modifications, relocation of the speed humps, and installation of additional signage, bollards and road striping. This bid represents the first phase (of a two-phase project) to address approximately half of the non-compliant speed humps.

The approval to bid construction of Citywide Speed Hump Improvement Project was granted via Resolution 2020-108 which was passed and adopted on September 24, 2020. The project's Invitation to Bid (ITB) was advertised in the Sun-Sentinel on January 29, 2021 and posted on the City's website and on Demand-Star. The City received five (5) responses, which were opened publicly on February 26, 2021. The ITB evaluation committee reviewed all proposals from responsive and responsible bidders. The committee ranked Miguel Lopez Jr., Inc. as the lowest

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DANIA BEACH
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**Authorization to Award ITB-No. 21-002 "Citywide Speed Hump Improvement
Project- Phase I"**

responsible and responsive bidder and therefore recommends this contractor's selection for the project.

Budgetary Impact

Funds to this projects are available in the Streets Maintenance/Infrastructure Improvements other than Buildings Account No. 001-39-06-541-63-10/balance \$2,440,000.00.

Recommendation

City Administration recommends that the City Commission adopt the resolution to award ITB No. 21-002 "Citywide Speed Hump Improvement Project – Phase I" contract to Miguel Lopez Jr., Inc. for an amount not to exceed \$137,014.00.

RESOLUTION NO. 2021-051

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) 21-002 CITYWIDE SPEED HUMP IMPROVEMENT PROJECT– PHASE I TO MIGUEL LOPEZ JR., INC. IN THE AMOUNT OF ONE HUNDRED THIRTY-SEVEN THOUSAND FOURTEEN DOLLARS (\$137,014.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission recommended that the Public Services Department (PSD) address the findings of a citywide assessment of speed humps that identified seventy-three (73) of the City’s seventy-seven (77) speed humps as non-compliant with current traffic safety standards, and

WHEREAS, on September 24, 2020, the City Commission approved Resolution 2020-108, authorizing the PSD to issue an Invitation to Bid for construction services for the Citywide Speed Hump Improvement Project- Phase I; and

WHEREAS, on February 26, 2021, the City received five (5) responses to ITB 2021-002, shown below:

- | | |
|-------------------------------|--------------|
| 1. Miguel Lopez Jr. Inc. | \$137,014.00 |
| 2. Weekley Asphalt and Paving | \$159,725.00 |
| 3. Florida Blacktop Inc. | \$223,543.21 |
| 4. All County Paving | \$249,975.00 |
| 5. Sagaris Corp. | \$252,900.00 |

; and

WHEREAS, the Bid Committee’s assessment of the bid packages provided by the respondents resulted in the selection of Miguel Lopez Jr. Inc. as the lowest, most qualified bidder;

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

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 authorizes the proper City officials to execute a contract with Miguel Lopez Jr, Inc. for the Citywide Speed Hump Improvement Project- Phase I in an amount not to exceed One Hundred Thirty-Seven Thousand Fourteen Dollars (\$137,014.00).

Section 3. That funding will be appropriated from Streets Maintenance/Infrastructure other than Building Account No. 001-39-06-541-63-10.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on April 13, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

City of Dania Beach

ITB 21-002: Citywide Speedhump Improvements

Item No.	Description of Work	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$6,000.00	\$6,000.00
2	Remove Speed Hump	23	EA	\$1,100.00	\$25,300.00
3	Install or Upgrade Speed Hump	19	EA	\$2,600.00	\$49,400.00
4	Speed Hump Approach Signs	47	EA	\$380.00	\$17,860.00
5	Striping	22	EA	\$850.00	\$18,700.00
6	Install Bollards	160	EA	\$90.00	\$14,400.00
7	Asphalt Repairs	60	SF	\$5.90	\$354.00
8	Allowance for Owner's Use	1	LA	\$ 5,000.00	\$ 5,000.00
				TOTAL COST	\$137,014.00

City of Dania Beach
ITB 21-002: Citywide Speedhump Improvements

Item No.	Description of Work	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$ 2,000.00	\$ 2,000.00
2	Remove Speed Hump	23	EA	\$ 1,500.00	\$ 34,500.00
3	Install or Upgrade Speed Hump	19	EA	\$ 3,500.00	\$ 66,500.00
4	Speed Hump Approach Signs	47	EA	\$ 375.00	\$ 17,625.00
5	Striping	22	EA	\$ 725.00	\$ 15,950.00
6	Install Bollards	160	EA	\$ 105.00	\$ 16,800.00
7	Asphalt Repairs	60	SF	\$ 22.50	\$ 1,350.00
8	Allowance for Owner's Use	1	LA	\$ 5,000.00	\$ 5,000.00
				TOTAL COST	\$ 159,725.00

City of Dania Beach
ITB 21-002: Citywide Speedhump Improvements

Item No.	Description of Work	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$14,921.92	\$14,921.92
2	Remove Speed Hump	23	EA	\$2,105.35	\$48,423.05
3	Install or Upgrade Speed Hump	19	EA	\$5,959.46	\$113,229.74
4	Speed Hump Approach Signs	47	EA	\$448.58	\$21,083.26
5	Striping	22	EA	\$472.82	\$10,402.04
6	Install Bollards	160	EA	\$63.06	\$10,089.60
7	Asphalt Repairs	60	SF	\$6.56	\$393.60
8	Allowance for Owner's Use	1	LA	\$ 5,000.00	\$ 5,000.00

TOTAL COST \$223,543.21

City of Dania Beach
ITB 21-002: Citywide Speedhump Improvements

Item No.	Description of Work	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00
2	Remove Speed Hump	23	EA	\$ 2,000.00	\$ 46,000.00
3	Install or Upgrade Speed Hump	19	EA	\$ 6,500.00	\$ 123,500.00
4	Speed Hump Approach Signs	47	EA	\$ 500.00	\$ 23,500.00
5	Striping	22	EA	\$ 200.00	\$ 4,400.00
6	Install Bollards	160	EA	\$ 150.00	\$ 24,000.00
7	Asphalt Repairs	60	SF	\$ 25.00	\$ 1,500.00
8	Allowance for Owner's Use	1	LA	\$ 5,000.00	\$ 5,000.00
				TOTAL COST	\$ 252,900.00

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 AWARD OF INVITATION TO BID (“ITB”) NO. 21-005 DANIA COVE/SOUTHWEST 25TH TERRACE DRAINAGE IMPROVEMENTS PROJECT TO MIGUEL LOPEZ JR, INC. IN THE AMOUNT OF ONE HUNDRED SEVENTY-ONE THOUSAND TWO HUNDRED TWELVE DOLLARS AND SEVENTY-FIVE CENTS (\$171,212.75); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

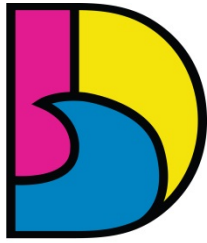
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-DCOVE-AWARD-041321, R-2021-052 Miguel Lopez Jr. Bid Award for Dania Cove-SW 25th Terrace Drainage Improvements Project (ITB 21-005), ITB 21-005 Bid Tabulation Form, Dania Cove Bid Summary letter_3_18_21 (002)



DANIA BEACH
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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: April 13, 2021

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager

FROM: Fernando J. Rodriguez, Public Services Director
Dincer A. Ozaydin, Deputy Public Service Director/City Engineer

RE: **Authorization to Award ITB-No. 21-005 “Dania Cove/ SW 25 Terrace Drainage Improvement Project.”**

Request

City administration is requesting the adoption of a resolution authorizing the award of ITB No. 21-005 “Dania Cove/ SW 25 Terrace Drainage Improvement Project” to Miguel Lopez Jr., Inc. for stormwater infrastructure to address flooding in the northern end of SW 25 Terrace, Dania Cove.

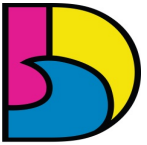
Background

The recent construction of several new homes on vacant lots on the north end of SW 25 Avenue appears to have contributed to a flooding issue adjacent to the park. This flooding is consistently evident during even moderate rain events and points to the need to provide drainage improvements in the area.

On March 10, 2020, the City Commission approved Resolution 2020-027 to authorize Calvin Giordano and Associates (CGA) to design, bid, and provide construction engineering and inspection services. CGA completed the design documents and obtained the necessary permits. The project design includes stormwater drain inlets, piping, construction of a retention pond, roadway regrading, and the adjustment of some driveway approaches.

Approval to bid construction of the Dania Cove/ SW 25th Terrace Drainage Improvement Project was granted via Resolution 2020-006, passed, and adopted on January 12, 2021. The project’s Invitation to Bid (ITB) was advertised in the Sun-Sentinel on February 9, 2021 and posted on the City’s website and on Demand-Star. The City received multiple responses, which were opened publicly on March 3, 2021. The ITB evaluation committee reviewed all proposals from responsive and responsible bidders as follows:

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Authorization to Award ITB-No. 21-005 "Dania Cove/ SW 25 Terrace Drainage Improvement Project"

1. Miguel Lopez Jr., Inc.	\$171,212.75
2. FG Construction	\$246,925.06
3. Stanford & Sons Trucking	\$279,485.06
4. A.D.A. Engineering, Inc	\$313,951.76

The Bid Committee selected the lowest responsible bidder Miguel Lopez Jr., Inc.

Budgetary Impact

Funding in the amount of \$123,000 is available in the Stormwater/Infrastructure other than Buildings Account Number 403-38-01-538-63-10. The remaining funds necessary to complete this project, which were not initially budgeted for in the amount of \$48,213.00 will be appropriated from the Stormwater Fund unrestricted net position account number 403-00-00-389-90-02.

Recommendation

City Administration recommends that the City Commission adopt the resolution to award ITB No. 21-005 "Dania Cove/SW 25th Terrace Drainage Improvement Project" contract to Miguel Lopez Jr., Inc. in an amount not to exceed \$171,212.75.

RESOLUTION NO. 2021-052

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 21-005 DANIA COVE/SOUTHWEST 25TH TERRACE DRAINAGE IMPROVEMENTS PROJECT TO MIGUEL LOPEZ JR, INC. IN THE AMOUNT OF ONE HUNDRED SEVENTY-ONE THOUSAND TWO HUNDRED TWELVE DOLLARS AND SEVENTY-FIVE CENTS (\$171,212.75); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 12, 2021, the City Commission of the City of Dania Beach approved Resolution 2021-006, authorizing the Public Services Department (PSD) to issue an ITB for the Dania Cove/SW 25 Terrace Drainage Improvements Project; and

WHEREAS, on March 3, 2021, the City received four (4) responses to ITB No. 2021-005, shown below:

- | | |
|-----------------------------|--------------|
| 1. Miguel Lopez Jr., Inc. | \$171,212.75 |
| 2. FG Construction | \$246,925.06 |
| 3. Stanford & Sons Trucking | \$279,485.06 |
| 4. A.D.A. Engineering, Inc. | \$313,951.76 |

; and

WHEREAS, the Bid Committee’s assessment of the bid packages provided by the respondents resulted in the selection of Miguel Lopez Jr., Inc. as the lowest and most qualified bidder.

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

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 authorizes the proper City officials to execute a contract with Miguel Lopez Jr., Inc. for the Dania Cove/SW 25th Terrace Drainage Improvements Project in an amount not to exceed One Hundred Seventy-One Thousand Two Hundred Twelve Dollars and Seventy-Five Cents (\$171,212.75).

Section 3. That funding will be appropriated from the Stormwater Fund Account Number 403-38-01-538-63-10. The remaining funds necessary to complete this project, which

were not initially budgeted for in the amount of \$48,213.00, will be appropriated from the Stormwater Fund Unrestricted Net Position Account Number 403-00-00-389-30-02.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on April 13, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



ITB 21-005

DANIA COVE/sw 25TH TERRACE DRAINAGE IMPROVEMENTS

[illegible]

March 18, 2021

Mr. Dincer Akin Ozaydin
Deputy Public Services Director/City Engineer
City of Dania Beach
1201 Stirling Rd
Dania Beach, Florida 33004

RE: Dania Cove/ SW 25th Terrace Drainage Improvements
Bid Summary / Review
CGA Project No. 19-2777.9

Dear Mr. Ozaydin,

Listed below in ascending amounts based on the Total Bid Price are the four Contractors that submitted bids on the above referenced project along with their corresponding Bid Prices:

1. Miguel Lopez JR Inc. (\$169,886.00)
2. FG Construction, LLC. (\$246,925.06)
3. Stanford Construction CO. (\$279,485.06)
4. A.D.A Engineering (\$313,951.76)

Miguel Lopez JR Inc.

As indicated above, the lowest bidder appears to be Miguel Lopez JR Inc. at \$169,886.00. The Lump sum price and Unit Price Schedule presented for bid items appears to be reasonable. There is minor discrepancy between tabulated price and Total Bid amount. However, the total bid amount provided by Miguel Lopez JR Inc is less than the tabulated price by CGA and therefore will prevail. Calvin, Giordano and Associates, Inc. (CGA) has not previously worked with the Contractor. The experience submitted by the Contractor appears to be relevant and acceptable.

FG Construction, LLC.

As indicated above, the 2nd lowest bidder appears to be FG Construction, LLC. at \$246,925.06. The Lump sum price and Unit Price Schedule presented for bid items appears to be too high compared to engineer's estimate. Calvin, Giordano and Associates, Inc. (CGA) has not previously worked with the Contractor. The experience submitted by the Contractor appears to be relevant and acceptable.

Stanford Construction CO.

As indicated above, the 3rd lowest bidder appears to be Stanford Construction CO. at \$279,485.06. The Lump sum price and Unit Price Schedule presented for bid items appears to be too high compared to engineer's estimate. There is minor discrepancy between tabulated price and Total Bid amount. However, the discrepancy does not change the ranking of the bid price. Calvin, Giordano and Associates, Inc. (CGA) has not previously worked with the Contractor. The experience submitted by the Contractor appears to be relevant and acceptable.

A.D.A Engineering

As indicated above, the 4th lowest bidder appears to be A.D.A Engineering at \$313,951.76. The Lump sum price and Unit Price Schedule presented for bid items appears to be too high compared to engineer's estimate. There is minor discrepancy between tabulated price and Total Bid amount. However, the discrepancy does not change the ranking of the bid price. Calvin, Giordano and Associates, Inc. (CGA) has not previously worked with the Contractor. The experience submitted by the Contractor appears to be relevant and acceptable.

Attached are the summary of Contractor's Pricing Proposal comparison for the lowest two bidders and the Checklist for submittal documents.

Should you have any questions or require any additional information, do not hesitate to contact us.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Digitally signed by Mohammed Sharifuzzaman
DN: c=US, o=CALVIN GIORDANO AND
ASSOCIATES INC,
ou=A01410C00000177405B9CE500001A36,
cn=Mohammed Sharifuzzaman
Date: 2021.03.18 11:22:43 -04'00'

Mohammed Sharifuzzaman, P.E.
Project Manager

CONTRACTOR'S PRICING PROPOSAL COMPARISON

BID ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE CGA ESTIMATE	CGA ESTIMATED COST	UNIT PRICE MIGUEL LOPEZ JR, INC	TOTAL PRICE TABULATION MIGUEL LOPEZ JR, INC	TOTAL PRICE SHOWN BY MIGUEL LOPEZ JR, INC	UNIT PRICE FG CONSTRUCTION LLC	TOTAL PRICE TABULATION FG CONSTRUCTION LLC
1.01	General Requirements	1	LS	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$4,500.00	\$26,250.00	\$26,250.00
1.02	Mobilization/Demobilization (5% Max)	1	LS	\$8,000.00	\$8,000.00	\$6,760.00	\$6,760.00	\$6,760.00	\$12,350.00	\$12,350.00
1.03	Maintenance of Traffic (5% Max)	1	LS	\$8,000.00	\$8,000.00	\$6,200.00	\$6,200.00	\$6,200.00	\$12,356.25	\$12,356.25
1.04	Prevention, Control and Abatement of Erosion and Water Pollution	1	LS	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$3,500.00	\$12,362.50	\$12,362.50
1.05	Clearing & Grubbing, Demolition, Removal & Disposal	1	LS	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$7,500.00	\$4,375.00	\$4,375.00
1.06	Earthwork, Excavation & Embankment, Dry Retention Area, Site Grading	1	LS	\$5,000.00	\$5,000.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,125.00	\$7,125.00
1.07	Painted Pavt Mark, STD, White, Solid, 4"	126	LF	\$1.00	\$126.00	\$7.00	\$882.00	\$882.00	\$5.63	\$709.38
1.08	ADA Parking Space/Access aisle Pavement Marking, RPMs	1	LS	\$100.00	\$100.00	\$500.00	\$500.00	\$500.00	\$1,062.50	\$1,062.50
1.09	Single Post Sign, Furnish & Install	1	EA	\$500.00	\$500.00	\$225.00	\$225.00	\$225.00	\$562.50	\$562.50
1.10	Multi-Post Sign, Furnish & Install or Remove & Reinstall	1	EA	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$300.00	\$2,437.50	\$2,437.50
1.11	Detectable Warning Surface (Cast-in-place)	1	EA	\$300.00	\$300.00	\$550.00	\$550.00	\$550.00	\$375.00	\$375.00
1.12	24" HP Storm Gray Pipe (High Performance Polypropylene Pipe)	45	LF	\$90.00	\$4,050.00	\$88.00	\$3,960.00	\$3,960.00	\$143.75	\$6,468.75
1.13	15" HP Storm Gray Pipe (High Performance Polypropylene Pipe)	158	LF	\$75.00	\$11,850.00	\$68.00	\$10,744.00	\$10,744.00	\$73.75	\$11,652.50
1.14	Ditch Bottom Inlet, FDOT Type E	2	EA	\$4,500.00	\$9,000.00	\$3,775.00	\$7,550.00	\$7,550.00	\$3,375.00	\$6,750.00
1.15	Catch Basins, Type C-4	3	EA	\$4,000.00	\$12,000.00	\$2,875.00	\$8,625.00	\$8,625.00	\$4,625.00	\$13,875.00
1.16	Concrete Curb , Header Curb	288	LF	\$18.00	\$5,184.00	\$19.00	\$5,472.00	\$5,472.00	\$36.23	\$10,434.24
1.17	Swale restoration, Site restoration, Landscaping, SOD	1	LS	\$5,000.00	\$5,000.00	\$9,500.00	\$9,500.00	\$9,500.00	\$1,500.00	\$1,500.00
1.18	Concrete Walkways/Sidewalk (6" Thick)	138	SY	\$40.00	\$5,520.00	\$50.00	\$6,900.00	\$6,900.00	\$62.50	\$8,625.00
1.19	Pavers/Asphalt/Concrete Driveway Reconstruction	160	SY	\$30.00	\$4,800.00	\$58.00	\$9,280.00	\$9,280.00	\$31.25	\$5,000.00
1.20	8" Limerock Base for Roadway and Parking Lot	871	SY	\$15.00	\$13,065.00	\$8.75	\$7,621.25	\$7,621.25	\$22.50	\$19,597.50
1.21	12" Stabilized Subbase for Roadway and Parking Lot	958	SY	\$4.50	\$4,311.00	\$15.25	\$14,609.50	\$13,282.75	\$10.68	\$10,231.44
1.22	Concrete Apron for Catch Basins, Ditch Bottom Inlets	5	EA	\$200.00	\$1,000.00	\$850.00	\$4,250.00	\$4,250.00	\$625.00	\$3,125.00
1.23	Asphaltic Concrete (Super Pave), FDOT Type SP-9.5 (Traffic C) (2 inch)	87	TN	\$100.00	\$8,700.00	\$150.00	\$13,050.00	\$13,050.00	\$350.00	\$30,450.00
1.24	Concrete Wheel Stops	7	EA	\$200.00	\$1,400.00	\$50.00	\$350.00	\$350.00	\$50.00	\$350.00
1.25	Pervious Gravel Area System	108	SY	\$100.00	\$10,800.00	\$98.00	\$10,584.00	\$10,584.00	\$175.00	\$18,900.00
1.26	Permit Fee and Owner's Contingency Allowance	1	AL	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
GRAND TOTAL/TABULATED					\$158,706.00		\$171,212.75	\$169,886.00	\$246,925.06	\$246,925.06
ADDITIONAL ESTIMATED CONTINGENCY					\$15,888.68	-			-	
TOTAL ESTIMATED COST/ TOTAL BASE BID					\$174,594.68			\$169,886.00		\$246,925.06

SUBMITTAL CHECKLIST	MIGUEL LOPEZ JR, INC	FG CONSTRUCTION LLC
BIDDER QUALIFICATIONS	YES	YES
BID FORM	YES	YES
PERFORMANCE BOND		
PAYMENT BOND		
BIDDER'S QUESTIONNAIRE	YES	YES
SWORN STATEMENT UNDER SECTION 287.133(3)(a), F.S., FLORIDA STATUTES ON PUBLIC ENTITY	YES	YES
PREVAILING WAGE ORDINANCE	YES	YES
NON-COLLUSION AFFIDAVIT	YES	YES
INDEPENDENCE AFFIDAVIT	YES	YES
REFERENCES	YES	YES
BID BOND	YES	YES
BID SECURITY	YES	YES
ACKNOWLEDGEMENT OF ADDENDA	YES	YES
CERTIFICATION OF ACCURACY OF BID	YES	YES
ACKNOWLEDGEMENT OF CONFORMANCE WITH FLORIDA TRENCH SAFETY ACT	YES	YES
DRUG-FREE WORKPLACE CERTIFICATION	YES	YES

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO RANK DESIGN CONSULTANTS FOR A REQUEST FOR QUALIFICATIONS PROCESS (“RFQ”) NO. 20-008 FOR ENGINEERING CONSULTING SERVICES FOR DESIGNING OF (9) SEWER LIFT STATIONS AND EMERGENCY BACK UP GENERATORS AND AUTHORIZE CONTRACT NEGOTIATIONS TO BEGIN WITH THE TOP RANKED CONSULTANT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-9LIFTSTATIONSDESIGN-KHORN-041321.docxx (1) (004), R-2021- Ranking CCNA Consultants for Designing 9 Sewer Lift Stations and Emergency Backup Generators and Authorizing Contract Negotiations (RFQ 21-008, Dania Beach Lift Station Generator Project



CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: April 13, 2021

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager

FROM: Fernando J. Rodriguez, Public Services Director
Dincer Akin Ozaydin, Deputy Public Services Director/ City Engineer

**RE: AUTHORIZATION TO RANK PROFESSIONAL ENGINEERING SERVICES RFQ-20-008 FOR
DESIGNING (9) SEWER LIFT STATIONS AND EMERGENCY BACK UP GENERATORS**

Request

The Public Services Department (PSD) is requesting the adoption of a resolution authorizing the approval rank of the consultants for professional engineering design services for RFQ-20-008 for designing nine (9) Sewer Lift Stations and emergency backup generators.

Background

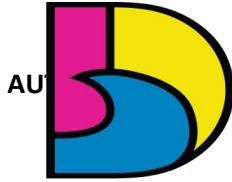
The City entered into an agreement with the Florida Division of Emergency Management (DEM) by Resolution 20-015, to rehabilitate nine (9) City sewer lift stations and install emergency generators. The FDEM is funding 75% of the project via the Hazard Mitigation Grant Program (HMGP) for \$2,782,788.75. The remaining 25% of the budget will be funded by the City of Dania Beach (City). However, if the City meets the global project matching requirements (which is expected), this amount will be reimbursable to the City as a 100% match and will be returned to the Sewer Fund reserves.

Since Federal Funds are going to be used in this project, FDEM does not allow the City to use firms by utilizing a continuing services contract for the existing consultants. On December 1, 2020, the City issued a Request for Qualifications (RFQ) 20-008. On December 30, 2020, five firms (5) responded to RFP 20-008: Calvin Giordano and Associates, Inc.; Craven, Thompson & Associates, Inc.; Kimley-Horn and Associates, Inc.; KPI; and RJ Behar.

The Bid Committee, consisting of the Deputy Director of Public Services, Public Services Utility Sewer Manager, and the CIP and Grant Administrator, met on January 28, 2021, to review and evaluate the five (5) proposals. The Bid Committee ranked these firms based upon their qualifications as follows:

- | | |
|--|------------|
| 1) Kimley Horn and Associates, Inc | 290 points |
| 2) Calvin Giordano and Associates, Inc | 265 points |
| 3) KPI Engineering, Inc. | 258 points |

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**TO RANK PROFESSIONAL ENGINEERING SERVICES RFQ-20-008 FOR DESIGNING (9)
LIFT STATIONS AND EMERGENCY BACK UP GENERATORS**

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Budgetary Impact

After the City Commission approves the ranking of the design firms, the Bid Committee will then negotiate a contract price with the highest-ranked engineering design firm and will then bring back an agenda item to the City Commission for their review and approval for awarding the contract to that firm.

Recommendation

It is recommended that the City Commission adopt the resolution to authorizing the rank of the design consultants for professional engineering design services for RFQ-20-008 for designing nine (9) Sewer Lift Stations and emergency backup generators.

RESOLUTION NO. 2021-053

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO RANK DESIGN CONSULTANTS FOR A REQUEST FOR QUALIFICATIONS PROCESS (“RFQ”) NO. 20-008 FOR ENGINEERING CONSULTING SERVICES FOR DESIGNING OF (9) SEWER LIFT STATIONS AND EMERGENCY BACK UP GENERATORS AND AUTHORIZE CONTRACT NEGOTIATIONS TO BEGIN WITH THE TOP RANKED CONSULTANT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach Administration was authorized under Resolution 2020-015 to enter into an agreement with the Florida Division of Emergency Management (FDEM) for Hazard Mitigation Grant Program Funds (“HMGP”) awarded under the Federal Emergency Management Agency (“FEMA”) to mitigate nine (9) lift stations and emergency backup generators for Two Million Seven Hundred Eighty-Two Thousand Seven Hundred Eighty-Eight Dollars and Seventy-Five Cents (\$2,782,788.75) and

WHEREAS, FEMA rules do not allow for sub-recipients (grant recipients) to procure services from continuing services contracts; and

WHEREAS, the City issued a Request for Qualifications under RFQ No. 20-008 on December 1, 2020, to contract with a qualified consultant to provide general professional engineering services for design work for the Sewer Lift Stations and Emergency Back-Up Generators Project; and

WHEREAS, a mandatory pre-bid meeting was held on Wednesday, December 9, 2020; and

WHEREAS, an Evaluation Committee consisting of the City’s Deputy Director of Public Services, Public Services Sewer Utility Operations Manager, and the CIP/Grants Administrator, met on January 28, 2020, to review and evaluate five (5) submittals; and

WHEREAS, responses were opened on December 30, 2020 at 1:00 p.m. from five (5) respondents and the Evaluation Committee selected the (3) highest ranked design firms based on their qualifications as follows:

1. Kimley-Horn & Associates, Inc. 290 points
2. Calvin, Giordano & Associates, Inc. 265 points
3. KPI Engineering, Inc 258 points; and

WHEREAS, after an extensive evaluation process, which included a review of each firm's experience, area of expertise, minority and women certification, and recent/current project workloads, the Evaluation Committee ranked the top three firms and recommends the highest ranked firm, Kimley-Horn and Associates, Inc., for RFQ No. 20-008 be selected for contract negotiations;

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 proper City officials are authorized to commence contract negotiations with Kimley-Horn & Associates, Inc., and the ranking of the respondent is approved for the Project.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on April 13, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT A**Project Understanding**

The CONSULTANT is pleased to submit this proposal to the City of Dania Beach for Professional Engineering Services for Design of Lift Station Generators (Request for Qualifications (RFQ) No. 20-008). The intent of the project is to improve nine (9) of the CITY's existing wastewater lift stations by adding emergency generator systems at each lift station to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. In addition, pumping and mechanical equipment will be replaced to improve system performance, increase system efficiency, and reduce system maintenance. Project construction funding will be provided through the Hazard Mitigation Grant Program (HMGP) DR-4337-334-R as approved by the Florida Division of Emergency Management and the Federal Emergency Management Agency (FEMA). The proposed improvements and lift station locations are as follows:

1. Lift Station #1 – 50 SE 2nd Avenue, Dania Beach, FL
Latitude 26.051436, Longitude -80.141779
2. Lift Station #2 – 400 SE 2nd Avenue, Dania Beach, FL
Latitude 26.043996, Longitude -80.141271
3. Lift Station #3 – 1,200 SE 2nd Avenue, Dania Beach, FL
Latitude 26.037217, Longitude -80.141271
4. Lift Station #4 – 1151 SE 5th Avenue, Dania Beach, FL
Latitude 26.037480, Longitude -80.134690
5. Lift Station #6 – 631 NE 2nd Avenue, Dania Beach, FL
Latitude 26.056302, Longitude -80.132441
6. Lift Station #11 – 1,900 NE 7th Avenue, Dania Beach, FL
Latitude 26.073392, Longitude -80.131624
7. Lift Station #12 – 495 Taylor Lane, Dania Beach, FL
Latitude 26.063492, Longitude -80.135659
8. Lift Station #15 – 1,905 Tiger Tail Blvd., Dania Beach, FL
Latitude 26.057559, Longitude -80.166094
9. Lift Station #16 – 151 SW 18th Court, Dania Beach, FL
Latitude 26.050014, Longitude -80.160244

The project objectives are to address the following items:

1. Evaluate the existing duplex submersible wastewater lift station capacities and operations to determine new pumping equipment requirements as well as mechanical component replacement. It is anticipated that capacity increases will be required at lift stations 1 and 6. It is anticipated that new pumps will be required, but capacity increases will not be required at list stations 2, 3, 4, 11, 12, 15, 16.
2. Coordinate new pumping equipment details for replacement of all existing control panel systems, replacement of any existing emergency generators, and installation of new emergency generators where existing generator systems are not currently installed. The existing control panels and associated control systems will be evaluated in terms of present operational problems, redundancy, Class 1 Division 2 compliance, and provisions for the CITY's SCADA system.
3. Evaluate existing wetwells and valve vaults for replacement or rehabilitation.

4. Minor gravity sewer and forcemain modifications will be required for connection of new or rehabilitated lift stations to existing utilities nearby.
5. Evaluate available CITY right-of-way (ROW) for new lift station layouts. The intent is to rehabilitate or replace all lift stations in the existing locations with the use of bypass pumping.
6. Evaluate existing site conditions to meet 500-year flood events for the proposed emergency generator systems.
7. Providing site survey and geotechnical services for the installation of the lift station improvements.
8. The nine (9) lift stations will be bid as three (3) separate bid packages with each package including three (3) lift stations.

Scope of Services

The Scope of Services for the project will be provided by the CONSULTANT and its sub-consultants Bailey Engineering for electrical design, Stoner & Associates, Inc. for field surveying, and Tierra of South Florida for geotechnical.

Task 1 – Site Visit/Field Investigation

As a project kick-off meeting, the CONSULTANT will coordinate with CITY staff to obtain and review available lift station information, control panel information, and electrical service information at the CITY's nine (9) wastewater lift stations. The CITY will provide the CONSULTANT with available gravity sewer collection system information, lift station operating data such as wet well operating levels, operating cycles, force main pressures, record drawings, and future wastewater flow data due to redevelopment.

The CONSULTANT will perform a site visit with CITY staff to the nine (9) lift stations and project areas to review existing conditions, site options, constructability impacts, and potential project improvements. CITY employee input will be requested as part of the field data collection process to better understand system operation and issues as well.

Task 2 – Site Survey

The CONSULTANT will provide a topographic survey prepared by a Florida registered professional land surveyor meeting horizontal and vertical requirements for design survey. The survey will be used as the site plan for the proposed lift station designs. During this phase, the CONSULTANT will perform the following tasks:

- Establish horizontal and vertical control points to support the survey efforts. Horizontal coordinates will be based on the Florida State Plane Coordinates System, East Zone, North American Datum of 83/11, and elevations will be based on National American Vertical Datum of 1988.
- Locate surface features as follows: lift station structure, fences, pavement, driveways, paved swales, sidewalks, slabs, curbs, walls, fences, and signage.
- Locate visible surface evidence of utilities as follows: utility poles, guy wires, street lighting, storm sewer structures, sanitary sewer structures, wire pull boxes, cable enclosures, utility cabinets, valves, valve boxes, meter boxes, backflow preventers, fire hydrants, and overhead utilities.

- Measure spot elevations approximately every 25 feet, at centerline and edges of pavement.
- Measure the rim and invert elevation of sanitary structures adjacent to the lift station, determine pipe types, size, and flow direction, when possible.
- Measure the rim and invert elevation of storm sewer structures within the limits of the survey, determine pipe types, size, and flow direction, when possible.
- Plot property lines, right-of-way lines and easements based on plats of record and information gathered from the Broward County Property Appraisers Web Site.

Deliverables: The following deliverables shall be provided under Task 2:

- Basemap survey plan in digital AutoCAD and PDF formats prepared by a professional land surveyor registered in the State of Florida for each lift station site.
- Nine (9) individual survey drawings on 24"x36" sheets, utilizing AutoCAD.

Task 3 - 60% Design Submission

- In addition to the information obtained as part of Tasks 1 and 2, the CONSULTANT shall perform the following 60% design items:
 - o Perform a lift station capacity analysis for lift stations 1 and 6 only based on the associated basin properties.
 - o Review of existing force main operating pressures
 - o Develop electrical service and generator system requirements
 - o Develop preliminary gravity sewer and force main connections.
 - o Develop demolition requirements for each lift station.
- Based on the preliminary design development, the CONSULTANT shall prepare a 60% plans submission. The 60% design submission shall include, at a minimum, the following:
 - o Cover Sheet
 - o Preliminary site plan
 - o Lift station improvements in plan and cross section
 - o Preliminary electrical plans
 - o Gravity sewer and force main improvements in plan
 - o General construction notes and details
- The CONSULTANT shall conduct a geotechnical investigation at the existing lift station locations for proposed lift station structures and utility improvements. The scope of work includes one (1) 20' boring (SPT) and one (1) pavement core at each lift station location. The report shall be signed and sealed by a Professional Engineer registered in the State of Florida and shall contain a project vicinity map, plan view showing the location of borings, basis and results of tests performed, description of findings, and recommendations.
- This scope of work does not include any soft dig or potholing to better identify existing utility locations, depths, and sizes.
- The CONSULTANT shall submit 60% plans for CITY review. The design drawings shall be submitted on 11" x 17" plan sheets.

- The CONSULTANT shall attend one (1) coordination meeting with the CITY to address review comments.
- The CONSULTANT shall prepare an initial opinion of probable cost (OPC) based on the 60% design.

Deliverables: The following deliverables shall be provided under Task 3:

- Three (3) original sets of the 60% design package (11" x 17" plan sheets), together with one (1) electronic copy.
- One (1) copy of the OPC.
- One (1) hard copy and one (1) electronic copy the Geotechnical Report.

Task 4 - 90% Design Submission

- The CONSULTANT shall incorporate the review comments from the 60% design submission and permitting agencies as discussed in Task 6 in the 90% design submission. The 90% design submission shall include, at a minimum, the following:
 - o Cover sheet
 - o Site plan
 - o Existing lift station demolition plan
 - o Mechanical and electrical lift station improvement plans
 - o Gravity sewer and force main improvements in plan and profile
 - o General construction notes and details
- The CONSULTANT shall submit the 90% plans for CITY review. The design drawings shall be submitted on 11" x 17" plan sheets.
- The CONSULTANT will prepare bid documents for the three (3) projects that will include technical specifications, bid form, and Front-End contract documents provided by the CITY.
- The CONSULTANT shall attend one (1) coordination meeting with the CITY to address review comments.
- The CONSULTANT shall update the OPC.

Deliverables: The following deliverables shall be provided under Task 4:

- Three (3) original sets of the 90% design package (11" x 17" plan sheets), one (1) electronic copy.
- One (1) copy of the Bid documents, electronic copy in PDF and Word
- One (1) copy of the updated OPC.

Task 5 – Final Design Submission

- The CONSULTANT shall incorporate the review comments from the 90% design submission in the Final design submission.
- The CONSULTANT shall submit the Final design for CITY review. The Final design submittal will include the bid documents and design drawings. The design drawings shall be submitted on 11" x 17" plan sheets.
- The CONSULTANT shall finalize the OPC.

- Once comments are addressed, or if no comments or corrections are necessary, the CONSULTANT shall submit the Final design submittal to the CITY.

Deliverables: The following deliverables shall be provided under Task 5:

- Three (3) original sets, signed and sealed of the Final Plans (24" x 36" plan sheets) and Bid Documents, with one (1) electronic copy.
- One (1) copy of the final OPC.

Task 6 - Permitting

- The CONSULTANT submit for permits through the Broward County Environmental Protection and Growth Management Department (BCEPGMD), the Florida Department of Environmental Protection (FDEP), and Broward County Traffic Engineering Division (BCTED). No other permits from agencies such as Broward County Highway Construction and Engineering Division (BCHCED) or Florida Department of Transportation (FDOT) are anticipated or included in this scope of work.
- The CONSULTANT will prepare an Engineering Report with hydraulic analysis for each lift station. The intent is to shown capacity changes are not required for lift stations 2, 3, 4, 11, 12, 15, and 16 based on current operating times. If operating times do not justify adequate capacities at these seven (7) stations and lift station capacity analysis is required, additional professional services will be required. The Engineering Report is required as part of the Florida Department of Environmental Protection (FDEP) permitting process.
- The CONSULTANT will prepare permit application packages for submittal to the regulatory agencies associated with the lift station improvements. Permit applications will require CITY signatures and all permitting fees with be paid by the CITY.
- The CONSULTANT shall respond to reasonable permit comments from the regulatory agencies.

Task 7 - Bidding Services

- The CONSULTANT shall prepare an agenda and attend a pre-bid meeting. One meeting will be scheduled to cover all three (3) bid packages. The CONSULTANT shall respond to questions from prospective bidders.
- The CONSULTANT shall provide supplemental information to prospective bidders during the bidding process through the issuance of addenda
- The CONSULTANT shall review bids to determine the most responsible and responsive bidder and provide the CITY with a recommendation for award of the construction contract.

Task 8 - Post Design Services

The following scope is based on a twelve (12) month construction duration and on the post design hours shown below for this task.

- The CONSULTANT shall attend and prepare minutes for a pre-construction meeting. One meeting will be scheduled to cover all three (3) bid packages.

- The CONSULTANT shall review shop drawings, product data, cut sheets, and submittals to determine compliance with the drawings and specifications, and recommend submittal action to the CITY.
- The CONSULTANT shall make periodic site visits for the purpose of determining general compliance with the approved project drawings, plans, and specifications. Site visits will be performed by the CONSULTANT's inspector. Two (2) site visit per month estimated at three (3) hours per visit to cover the three (3) bid packages. Assume twenty-four (24) site visits. The CONSULTANT will provide site reports for each visit.
- The CONSULTANT shall provide written responses to RFIs. Assumes 1 RFI per month.
- The CONSULTANT shall assist the CITY with review of the Contractor's request for payments and provide comments and/or recommendations. Assume 12 request for payment packages. This scope of work does not include assisting the CITY with preparation or submittal of reimbursement packages associated with the Hazard Mitigation Grant Program (HMGP) DR-4337-334-R, the Florida Division of Emergency Management, or the Federal Emergency Management Agency (FEMA).
- Once the Contractors advise that their project is substantially complete, the CONSULTANT shall participate in a substantial completion walk through and prepare a project punch list.
- The CONSULTANT shall attend the lift station startup meetings to observe and verify lift station performance. Actual startup services and performance documentation will be the lift vendor's responsibility.
- Once the Contractors advise that the project punch list is complete, the CONSULTANT shall participate in a final completion walk through to confirm items have been addressed.
- The CONSULTANT shall coordinate permit closeout processes for the agencies as discussed above.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

Project Assumptions

- CITY shall provide access to site.
- CITY shall provide all available data as discussed above associated with the nine (9) lift stations for use by the CONSULTANT.
- CITY shall provide existing electronic CAD files, if available. It is the CONSULTANTS responsibility to verify accuracy.
- CITY shall provide complete Front-End documents.
- All lift station specifications and details will be based on Broward County Standards.
- CITY will provide all permit application fees.
- Public right-of-way is available for the new submersible lift stations with emergency generators to be installed in their current locations. If lift station relocation, property acquisition, or utility easements are required at any of the lift station to accommodate the required lift station modifications, additional professional services will be required.

Additional Services

The CONSULTANT will provide, as requested and authorized by the CITY, additional services that may be required above and beyond those described in Tasks 1 through 8. These services may include but are not limited to such items as the following:

- Roadway and sidewalk design/improvements except within the project area
- Drainage design/improvements
- Landscaping and irrigation design/improvements
- Attendance at Progress Meetings during construction
- Post Design services beyond the anticipated twelve (12) month construction duration

Performance Schedule

The CONSULTANT shall perform the services identified in Tasks 1 – 6 within 300 days of the written Notice to Proceed. Tasks 7 and 8 shall be determined based on the bid date.

Method of Compensation

The CONSULTANT will accomplish the services outlined in Tasks 1 through 8 for the Lump Sum Fee of \$499,800.00. The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Site Visit/Field Investigation	\$13,800.00
Task 2 – Field Survey	\$28,500.00
Task 3 – 60% Design Submission	\$161,200.00
Task 4 – 90% Design Submission	\$113,300.00
Task 5 – Final Design Submission	\$81,500.00
Task 6 – Permitting	\$28,500.00
Task 7 – Bidding Services	\$6,500.00
Task 8 – Post Design Services	\$56,500.00
Project Contingency	\$10,000.00

Lump Sum Fee	\$499,800.00
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The Project Contingency is for unforeseen conditions or additional professional services that may be required. Use of the Project Contingency is subject to review and approval by the CITY prior to the CONSULTANT proceeding.

Closure

The terms and conditions of the City of Dania Beach Request for Qualifications (RFQ) No. 20-008, Professional Engineering Services for Design of Lift Station Generators shall govern this scope of services.

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please issue a Notice to Proceed in writing to the CONSULTANT referencing this

document as Exhibit "A". Fees and time stated in this agreement are valid for sixty (60) days after the date of issuance by the CONSULTANT.

We appreciate the opportunity to propose these services to you.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Gary R. Ratay, P.E.
Vice President

O:\gratay\Dania Beach\Lift Station Generators\Dania Beach Lift Station Generator Project.docx



MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: March 15, 2021
Re: 2021-22 Board of Director Appointments

2020-2021 OFFICERS

President Traci Callari
Commissioner, Hollywood
1st Vice President Beverly Williams
Commissioner, Lauderdale Lakes
2nd Vice Bob Mayersohn
Vice Mayor, Parkland
Secretary Todd Drosky
Vice Mayor, Deerfield Beach
Treasurer Gary Resnick
Commissioner, Wilton Manors

DIRECTORS

Past President Greg Ross
Mayor, Cooper City
Past President Susan Starkey
Councilmember, Davie
Past President Joy Cooper
Mayor, Hallandale Beach
Past President Frank Ortis
Mayor, Pembroke Pines
Jim Allbritton
Councilmember, Southwest Ranches
Barbara Baldassarre
Commissioner, Hillsboro Beach
Peggy Brown
Mayor, Weston
Felicia Brunson
Mayor, West Park
Joy Carter
Vice Mayor, Coral Springs
Mark Douglas
Commissioner, Sunrise
Rhonda Eaton
Commissioner, Pompano Beach
Beam Furr
Commissioner, Broward County
Michelle Gomez
Mayor, Tamarac
Denise Grant
Vice Mayor, Lauderdale
Denise Horland
Councilmember, Plantation
Geoffrey Jacobs
Mayor, Pembroke Park
Anabelle Lima-Taub
Commissioner, Hallandale Beach
Wayne Messam
Mayor, Miramar
Heather Moraitis
Commissioner, Fort Lauderdale
Tim Neal
Councilmember, Sea Ranch Lakes
Lauren Odman
Commissioner, Dania Beach
Paul Rolli
Vice Mayor, Wilton Manors
Tommy Ruzzano
Commissioner, Margate
Iris Siple
Commissioner, Pembroke Pines
Elliot Sokolow
Commissioner, Lauderdale-by-the-Sea
Matthew Sparks
Commissioner, Oakland Park
Becky Tooley
Commissioner, Coconut Creek
Glenn Troast
Mayor, Lighthouse Point
Ana Ziade
Mayor, North Lauderdale

Samuel S. Goren, Esquire
Goren Cherof Doody & Ezrol, PA
Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochran
Deputy Executive Director

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. **The deadline for board appointments is April 30, 2021.** The term will begin in May, 2021, and will end in May of 2022. The exact date in May is TBD.

Please forward the information below to scochrane@browardleague.org.

=====
Municipality: _____

Commissioner/Council Appointments: _____

Director: _____

Alternate: _____

Second Alternate: _____

**AIRPORT ADVISORY BOARD
MEMBERSHIP
Friday, February 26, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
		November 2020 through November 2022	James
		November 2020 through November 2022	James
Dean Harley 606 NW 8 th Street Dania Beach, FL 33004-2320 513-652-5140 dharley@broward.edu	February 9, 2021	November 2020 through November 2022	Lewellen
Keith Roberts 4417 SW 27 th Terrace Dania Beach, FL 33312 954-309-5555 bkars2020@aol.com	February 9, 2021	November 2020 through November 2022	Lewellen
Patricia De La Fuente 195 NE 2 nd Street Dania Beach, FL 33004 401-206-1976 Patricia.dlfz@gmail.com	February 23, 2020	November 2020 through November 2022	Davis
		November 2020 through November 2022	Davis
Randy Wright 4391 SW 34 th Lane Ft. Lauderdale, FL 33312 954-983-6920 rcwpaw@juno.com	February 9, 2021	November 2020 through November 2022	Salvino
Gary Luedtke 4461 SW 34 Drive Fort Lauderdale, FL 33312-5513 954-966-8013 gluedtke@gmail.com	February 9, 2021	November 2020 through November 2022	Salvino

**AIRPORT ADVISORY BOARD
MEMBERSHIP
Friday, February 26, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Charlene Tanner 1024 SE 5th Avenue, Unit 1 PL 954-817-4541 Charlenetanner@comcast.net	February 9, 2021	November 2020 through November 2022	Odman
Dolores Boegli 173 NE 6 Court Dania Beach, FL 33004 954-549-5854 doloresboegli@bellsouth.net	February 9, 2021	November 2020 through November 2022	Odman

CREATIVE ARTS COUNCIL ADVISORY BOARD
MEMBERSHIP
Friday, March 26, 2021

Name/Address Phone Number	Date Appointed	Term	Appointment
Patricia Chukerman 545 SE 4 th Court Dania Beach, FL 33004 954.552.9996 (C) 954.929.8289 (H) bykermom@me.com	February 23, 2021	November 2020 through November 2024	Salvino
		November 2020 through November 2024	Davis
Lilli Schipper 716 SE 3 rd Court Dania Beach, FL 33004 954.347.7402 lilli@lillirachel.com	January 14, 2020	November 2018 through November 2022	Lewellen
Roseprimevere Jacques 501 E Dania Beach Boulevard, 3J Dania Beach, FL 33004 954.261.4325 jroseprimevere@gmail.com	September 23, 2019	November 2018 through November 2022	Odman
Natalie Taveras 2411 SW 45th Street Dania Beach, FL 33312 954.822.1440 ntaveras26@gmail.com	March 23, 2021	November 2020 through November 2024	James

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP

Friday, March 26, 2021

Name/Address Phone Number	Date Appointed	Term	Appointment
Laura Lombardo 1401 NW 10 th Street, Apt. South Dania Beach, FL 33004 954.258.1985 Laurarosey17@gmail.com	February 16, 2019	February 16, 2019 through February 16, 2021	Ad Hoc Committee
Tony Walsh 235 SE 9 th Street Dania Beach, FL 33004 904.252.1118 TWalshArts@aol.com	February 16, 2019	February 16, 2019 through February 16, 2021	Ad Hoc Committee
			Ad Hoc Committee
			Ad Hoc Committee
			Ad Hoc Committee
			Ad Hoc Committee
Rose Lizana Dania Beach Press P.O. Box 128 Dania Beach, FL 33004 954.925.4227 daniapress@aol.com	July 16, 2012 July 16, 2013	July 16, 2013 through July 16, 2014	Associate Member 1 Year Term
Executive Director of the Dania Beach Chamber of Commerce Randie Shane P.O. Box 1017 Dania Beach, FL 33004 954.926.2323 rshane@daniabeachchamber.org	NA	NA	Associate Member

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP

Friday, March 26, 2021

Name/Address Phone Number	Date Appointed	Term	Appointment
President of the Dania Beach Paul DeMaio Friends of the Library Linda Wilson 1547 Adams Street Hollywood, FL 33020 954.929.8712 lb_wilson@bellsouth.net	NA	NA	Associate Member
President of the Dania Beach Tourism Council Joe Van Eron 1500 S.W. Second Ave. Dania Beach, FL 33004-4209 954.925.6935 Cell: 954.383.5548 info@visitdaniabeach.com	NA	NA	Associate Member
Dania Beach Improvement Committee Representative Patricia Hart 954.922.8179 Cell: 954.895.8179 pbubbahart@bellsouth.net	NA	NA	Associate Member
Director of the City Parks and Recreation Department Eric Brown, Director 100 W. Dania Beach Blvd. Dania Beach, FL 33004 954.924.6800 x3730 ebrown@daniabeachfl.gov	NA	NA	Associate Member
City of Dania Beach CRA Economic Development Manager Muriel Bryan 100 W. Dania Beach Blvd. Dania Beach, FL 33004 954.924.6801 x3667 mbryan@daniabeachfl.gov	NA	NA	Associate Member

**CREATIVE ARTS COUNCIL ADVISORY BOARD
MEMBERSHIP**

Friday, March 26, 2021

Name/Address Phone Number	Date Appointed	Term	Appointment
Don Mizell 187 NE 6 Ct. Dania Beach, FL 33004 310.343.3547 dmaceco@gmail.com	February 2013	NA	Honorary Member
Carolyn Jones 722 SW 3 rd Street P.O. Box 1242 Dania Beach, FL 33004 954.920.0727 Cj2002@bellsouth.net	March 2016	NA	Honorary Member

**EDUCATION ADVISORY BOARD
MEMBERSHIP
Thursday, April 01, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
		November 2020 through November 2024	Davis
Rev. Paul R. Wiggins 321 SE 3rd Street, #905 Dania Beach, FL 33004 954-927-6703 – Office 954-644-2648 – Cell pastorgreatermtzioname@aol.com	January 12, 2021	November 2020 through November 2024	James
		November 2018 through November 2022	Odman
Amy Urdaneta 261 SW 4th Street Dania Beach, FL 33004 954-558-7408 amyurdanetadvn@gmail.com	January 28, 2020	November 2018 through November 2022	Lewellen
Bonnie Carlton 1025 SE 2nd Avenue, #203 Dania Beach FL 33004 954-629-6006 (Cell) 954-920-8847 (Home) Bcarlton917@gmail.com	February 9, 2021	November 2020 through November 2024	Salvino
Principal Tracey Jackson 754-323-5150 tracy.jackson@browardschools.com Assistant Principal Maureen Keenan maureen.keenan@browardschools.com		February 2013 through	Ex-Officio Collins Elementary School

**EDUCATION ADVISORY BOARD
MEMBERSHIP
Thursday, April 01, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Principal Lewis Jackson 754-323-5350 lewis.jackson@browardschools.com Assistant Principal Leslie Phillips leslie.phillips@browardschools.com		February 2013 through	Ex-Officio Dania Beach Elementary School
Principal Valerie Harris 754-323-3800 valerie.harris@browardschools.com		February 2013 through	Ex-Officio Olsen Middle School
Kenyatta McKie Assistant Principal, Olsen Middle School 5960 SW 24 th Place, Apt. #302 Davie, FL 33314 954-548-1013 Kenyatta.McKie@browardschools.com	March 9, 2021	March 2021 through November 2024	Ad-Hoc

GENERAL EMPLOYEES PENSION BOARD MEMBERSHIP

Wednesday, March 10, 2021

Name/Address Phone Number	Date Appointed	Term	Position
		June 22, 2020 through June 22, 2022	Commission Appointment
Luis G. Rimoli 902 Natures Cove Road Dania Beach, FL 33004 954-927-7161 954-478-0653 luis@stagedrightevents.com	March 9, 2021	March 22, 2021 through March 22, 2023	Commission Appointment
Adam Segal City of Dania Beach 100 W. Dania Beach Boulevard Dania Beach, FL 33309 954-924-6800 x 3620 asegal@daniabeachfl.gov	May 23, 2017	Open	Commission Appointment (Finance Director or Designee)
Leo Williams 8761 NW 10 th Street Pembroke Pines, FL 33024 954-651-5031 leosupt@aol.com	May 2, 2018	June 21, 2018 through June 21, 2021	Employee Elected
Corinne Lajoie, Chair 3546 Coco Lake Drive Coconut Creek, FL 33073 954-651-5016 954-924-6805 x3704 corichurch.lajoie@gmail.com	August 14, 2019	June 21, 2019 through June 21, 2022	Employee Elected

**GREEN ADVISORY BOARD
MEMBERSHIP
Friday, February 26, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Charlene Hogan 233 SE 4th Street Dania Beach, FL 33004 954-802-1527 Chargator233@aol.com	February 9, 2021	November 2020 through November 2022	Odman
Kasia Johnson 466 SE 14 th Street Dania Beach, FL 33004 954-300-6764 Kasia_johnson@comcast.net	February 23, 2021	November 2020 through November 2024	Davis
		November 2020 through November 2024	James
Patricia Chukerman 545 SE 4 th Court Dania Beach, FL 33004 954-552-9996 (C) 954-929-8289 (H) bykermom@me.com	February 9, 2021	November 2020 through November 2024	Salvino
Laura Lombardo 1401 NW 10 th Street, Apt. South Dania Beach, FL 33004 954-258-1985 Laurarosey17@gmail.com	January 14, 2020	November 2018 through November 2022	Lewellen
David Simonetta 908 E Las Olas Boulevard Fort Lauderdale, FL 33301 954-837-3090 davidjsimonetta@gmail.com	January 8, 2019	November 2018 through November 2020	Ad Hoc (James)

**MARINE ADVISORY BOARD
MEMBERSHIP
Friday, February 26, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Chris Barile 5099 SW 28 th Avenue Dania Beach, FL 33312 954-989-8260 (Home) 954-494-1920 (Cell) chrisbarile@bellsouth.net	February 9, 2021	November 2020 through November 2024	Salvino
Thomas G. Angelos 218 SW 13th Street Dania Beach, FL 33004 954-670-6099 T_Angelos@yahoo.com	February 9, 2021	November 2020 through November 2024	Salvino
Jason Clark 661 SE 15th Street, Apt. 107 Dania Beach, FL 33004 571-235-7192 305-800-2677 (Alternate) clarkjasonr@gmail.com	January 12, 2021	November 2020 through November 2024	James
		November 2020 through November 2024	James
Clive Taylor 642 NE 3 rd Street Dania Beach, FL 33004 954-923-4439 (Home) 954-830-8855 (Cell) cetriumph@aol.com	December 11, 2018	November 2018 through November 2022	Lewellen
Sharon Malone 111 SE 1st Street #117 Dania Beach, FL 33004 954-662-9537 Sharon@thedestinationconnection.com	December 11, 2018	November 2018 through November 2022	Lewellen

**MARINE ADVISORY BOARD
MEMBERSHIP
Friday, February 26, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Dean Grant 503 N 2 nd Place Dania Beach, FL 33004 954-868-6247 deanggrant@bellsouth.net	December 11, 2018	November 2018 through November 2022	Odman
Craig Valentine 1982 Tigertail Boulevard, Bldg. #9 Dania Beach, FL 33004 954-505-3201 954-258-4848 (Cell) craig@gwaflorida.com	September 10, 2019	November 2018 through November 2022	Odman
Martin Proulx 195 NE 2 nd St. Dania Beach, FL 33004 954-321-0200 martina@aprecast.com	February 23, 2021	November 2020 through November 2024	Davis
		November 2020 through November 2024	Davis

PARKS, RECREATION & COMMUNITY AFFAIRS
ADVISORY BOARD MEMBERSHIP
Wednesday, March 10, 2021

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
		November 2020 through November 2022	Lewellen
Pilar Rodriguez 5189 SW 28th Avenue Dania Beach, FL 33004 305-632-0493 thankyoupillar@att.net	February 9, 2021	November 2020 through November 2022	Lewellen
Simone Chait 228 SE 8 Street Dania Beach, FL 33004 310-738-2951 Bahamainma@sbcglobal.net	March 9, 2021	November 2020 through November 2022	James
Deborah Bell 713 SW 3 rd Street Dania Beach, FL 33004 954-292-0757 Deborock87@gmail.com	February 23, 2021	November 2020 through November 2022	James
Mary Giovanini 500 NE 2 nd Street, #126 Dania Beach, FL 33004 954-292-0091 MaryGiovanini@hotmail.com	February 23, 2021	November 2020 through November 2022	Davis
Morris Goldwire 20 NW 13 th Avenue Dania Beach, FL 33004 234-223-6467 Goldwire75@gmail.com	February 23, 2021	November 2020 through November 2022	Davis

PARKS, RECREATION & COMMUNITY AFFAIRS
ADVISORY BOARD MEMBERSHIP
Wednesday, March 10, 2021

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Christine LaBarca 235 SE 8 th Street Dania Beach, FL 33004 954-292-1441 christinelabarca@aol.com	February 9, 2021	November 2020 through November 2022	Salvino
Richard “Rich” Aube 675 SE 2 nd Avenue Dania Beach, FL 33004 954-922-9411 954-336-5110 (Cell) raube@forliferealty.com	February 9, 2021	November 2020 through November 2022	Salvino
Sheila Moorehead McCray 46 NW 14th Court Dania Beach, FL 33004 786-422-3707 sofftekk@gmail.com	February 9, 2021	November 2020 through November 2022	Odman
Markus Slamanig 311 SE 3rd Street Apt. 501 Bldg. F Dania Beach, FL 33004 901-335-5740 markus.slamanig@gmx.at	February 9, 2021	November 2020 through November 2022	Odman



CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

Date: April 13, 2021

To: Mayor Tamara James
Vice Mayor Marco A. Salvino, Sr.
Commissioner Joyce L. Davis
Commissioner Lori Lewellen
Commissioner Lauren Odman

From: Ana M. Garcia, ICMA-CM, City Manager

Subject: Manager's Report

On Tuesday, April 13th we will take the next step with our RISE (Respect, Integrity and Standard of Excellence) work culture initiative as I will be addressing our employees via a ring central virtual meeting. We continue to work towards the planning and execution of an employee appreciation and recognition luncheon in September, as well as ongoing opportunities to invest in our City Team. More details to follow.

The LOI (Letter of Intent) to enter into a purchase agreement with DOT for a parcel of land at the Beach has been sent by our City Attorney. Our Legal Team, and the office of the City Manager continue our dialogue/ correspondence with County Commissioner Ryan, and all involved with DOT and FAU to secure additional land for future expansion of parking at the Beach.

As discussed at the last Commission meeting, we have assembled a Team that is preparing an RFP for the Dania Beach Grill. This RFP will go out no later than May 28th.

This year, Earth Day will be Earth Week as we have a series of events planned to clean up and beautify Dania Beach. Tuesday, April 20th or Wednesday, April 21st from 5:00-5:30 p.m., there will be a Ribbon Cutting Ceremony at our East Cemetery. Our assessment of the cemetery has led to the design and planting of 50 new oak trees. On Thursday, April 22nd from 5:00 p.m.- 7:00 p.m., we will be doing our Pristine Beach cleanup event, an environmental project with an objective to bring our community together as we emphasize that Earth Day is Every Day. On Friday, April the 23rd, we will be completing a Butterfly Garden/Planting Project at our Linear Park on SE 5th Avenue and SE 11th Terrace. Our assessment of the former Butterfly Garden on SE 5th Avenue and Sheridan Street led us to relocate the Butterfly Garden as issues regarding obstruction of sidewalk/ walking path and inappropriate landscaping materials was the reason

for this initiative. We are working with local residents who actually planted the original butterfly garden from 9:00 a.m. to noon and all are welcome to participate. If you cannot participate during this time, we have designated a 1:00 p.m.-4:00 p.m. time slot where all the elected officials can officially plant a small tree or bush on Friday the 23rd of April. Executive Assistant Chris Lottier will be coordinating with you.

We are working with our HR Director and all departments to have a monthly theme in our City as we continue to focus on ways to bring our City/Community together.

On April 15th at 5:30 p.m., we have our final Strategic Planning Session with our City Commission as we finalize our official Strategic Plan document for your perusal and adoption.

Our IT Team has upgraded the complete sound system in the Commission Chambers and we will be scheduling a mock session with you to test.

Our Finance Director is preparing our Budget schedule for Fiscal Year 2022, with the tentative millage adoption on July 13th. The priorities of your adopted Strategic Plan will direct/ guide the budget process.

Our Parks Team is planning/ preparing for summer camp and a multitude of other park events and activities as discussed at the March meeting. Additionally, our Parks Director is working with our representative at the Bermello Ajamil firm to provide several dates in May for a Parks Master Plan workshop.

All City Departments are engaged and coordinating efforts as we provide the day-to-day operations and services to and for our Community, and also planning and executing a series of special events, projects and initiatives Citywide.